

*Board of Education  
Regular Meeting  
September 22, 2020*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

## Regular Meeting via Webinar

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Notice is hereby given that on Tuesday, September 22, 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://zoom.us/j/95955900256?pwd=VmdPK2w1ZnJWcUhSaHowZ2NHekxlQT09> (Passcode: 379314) 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](mailto:amanda.coleman@fwisd.org) by 12 PM Monday, September 21, 2020.

### Additional Notes:

#### Or join by phone:

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

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

Webinar ID: 959 5590 0256

International numbers available: <https://zoom.us/j/95955900256>

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

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

Join the live broadcast from Spectrum (Charter) Channel 192, the Fort Worth ISD Live channel on Youtube or the link above.

#### 2. PLEDGES

### **3. RECOGNITIONS**

- A. Hispanic Heritage Month

### **4. 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.

### **5. REPORTS/PRESENTATIONS**

- A. Report on Proposed Budget Amendments for the Fiscal Year Ending June 30, 2021
- B. Learning From 2019-2020 to Plan Forward
- C. State, County, and Local COVID-19 Data Update

### **6. DISCUSSION OF CONSENT AGENDA ITEMS**

### **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. Regular Minutes - August 25, 2020

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

- 1. Approve Mentoring Service Contract for 'My Brother's Keeper' and 'My Sister's Keeper Pilot' Student Leadership Programs for 2020-2021 School Year
  - 2. Approve Authorization to Negotiate and Enter a Contract for Data Visualization Platform
  - 3. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for School Resource Officer Program for the 2020-2021 School Year
  - 4. Approve Ratification of Project Management Services for Technology
  - 5. Approve Ratification of Purchase of Project Management Services for Technology
  - 6. Approve Ratification for Temporary Technology Help Desk Services
  - 7. Approve Annual Maintenance for Timekeeping Software Program and Clock Purchase
  - 8. Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2020-2021
  - 9. Approve Renewal of Online Research and Information Databases
  - 10. Approve Contract and Purchase of College Readiness Testing Materials for the 2020-2021 School Year

11. Approve Purchase of Headphones for Testing: All Elementary Campuses
  12. Approve Renewal of Enhanced Warranty Support for Student ChromeBooks in the DiG-iN Laptop Initiative
  13. Approve Purchase and Continuation of Writing Program and Professional Development for the Leadership Academy Network
  14. Approve Purchase of Web-Based Reading Software Program for the Leadership Academy Network
  15. Approve Purchase of Professional Development and Data Management System for the Leadership Academy Network
  16. Approve Purchase of Online Beginning, Intermediate College Algebra Course for High School Students
  17. Approve Purchase of National Non-Profit Organization Coaching Model Training and Infield Coaching Support
  18. Approve Purchase for Individual Art Kits: Elementary Students
  19. Approve Uniform Rental Program for Fleet Operations
  20. Approve Roof Replacements at Service Center II, Clark Field Transportation Center and Morningside Elementary School Annex
- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas State University for Clinical Internship/Field Experience
  - D. Approve Memorandum of Understanding Between Fort Worth Independent School District and Clinical Training Service Provider
  - E. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Culinary School of Fort Worth
  - F. Approve Memorandum of Understanding Between Fort Worth Independent School District and Non-Profit Youth Development Program to Pass-Through Average Daily Attendance
  - G. Approve Continued Memorandum of Understanding Between Fort Worth Independent School District and Youth Development Program to Enhance Children's Growth and Development
  - H. Approve Annual Report on Cooperative Fees Paid by the Fort Worth Independent School District
  - I. Approve Annual Financial Report Due Date Extension Waiver
  - J. Approve Sale of Five (5) Tax Foreclosed Properties Listed at: 5400 Bonnell Avenue; 5021 Lyndon Drive; 3021 McLean Street, Lot 12; 3021 McLean Street, Lot 13; and 1618 Homan Avenue
  - K. Approve Ratification of Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program

L. Approve Closeout Contract with Mac's Construction Co., Inc. for Southwest High School Athletic Addition Job #014-001 (CSP #19-040) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program.

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

**9. EXECUTIVE SESSION**

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

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

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

1. Senior Officer, Payroll and Benefits
2. Executive Director, K-12 Math and Science
3. Executive Director, Talent Operations
4. Executive Director, Business Intelligence

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

**10. RECONVENE IN REGULAR SESSION - WEBINAR**

**11. ACCEPT CONSENT AGENDA**

**12. ACTION ITEMS**

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Senior Officer, Payroll and Benefits
2. Executive Director, K-12 Math and Science
3. Executive Director, Talent Operations
4. Executive Director, Business Intelligence

**13. ACTION AGENDA ITEMS**

A. Approve Renewal of Network Application Security Support

- B. Approve Memorandum of Understanding Between Urban Strategies, Inc., Fort Worth Housing Solutions and Fort Worth Independent School District
- C. Approve Workforce Solution of Tarrant County Contract with Fort Worth Independent School District for the 2020-2021 School Year
- D. Approve Shared Services Agreement (SSA) with ESC Region 11 for Instructional Services, Materials, Professional Development, Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children Who Reside in the Fort Worth Independent School District Attendance Area
- E. Approve Second Reading-Revisions to Board Policies DIA(LOCAL), FB(LOCAL), FEB(LOCAL), AND FFH(LOCAL)
- F. Approve the 2020-2021 Student Code of Conduct
- G. Approve Board Student Outcome Goals and Constraints
- H. Approve Lone Star Governance Self-Evaluation Progress for 2020-2021
- I. Discussion and Possible Action to Authorize Administration to Submit Waiver to Texas Education Agency for Hybrid Instruction for 9th-12th Grade Students
- J. Discussion and Possible Action to Authorize Administration to Extend Back-to-School Transition Process by an Additional Four Weeks as Allowed by Texas Education Agency Guidelines Thereby Extending Virtual Learning Through October 30th While Gradually Increasing and Staggering In-Person Learning on Campuses
- K. Consider the Level III Grievance of Felicia Sparks (convene in closed session, if necessary)
  - 1. 10 Minutes - Presentation by Employee and/or Representative
  - 2. 10 Minutes - Presentation by District Representative
  - 3. 10 Minutes - Questions from Board Members
  - 4. 15 Minutes - Board Deliberation (in closed session)
  - 5. Render Decision, if any, on the Level III Grievance (in open session)

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

**15. ADJOURN**



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 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**

No Cost

***Additional Details***

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 August 25, 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 August 21, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. via Zoom webinar

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on August 21, 2020 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING AUGUST 25, 2020

I, Faye Daniels, of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 21, 2020, on the Fort Worth ISD main web page as District offices are closed due to the COVID-19 pandemic.

Given under my hand on August 21, 2020.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

The meeting was called to order at 5:33 p.m. by President Jacinto Ramos.

The following Board Members were present:

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

Absent: Norman Robbins

The following administrators were present:

- Dr. Kent Scribner, Superintendent
- Michael Ball, Chief Financial Officer
- Sherry Breed, Chief of Equity & Excellence
- Vicki Burris, Chief of Capital Projects/Capital Improvement Program
- Art Cavazos, Chief of District Operations
- Karen Molinar, Deputy Superintendent

Jerry Moore, Chief Academic Officer  
 Raul Pena, Chief of Elementary Schools  
 Cynthia Rincon, Chief of Legal Services  
 Kermit Spears, Chief of Human Capital Management  
 Cherie Washington, Chief of Secondary Schools  
 Barbara Griffith, Senior Communications Officer  
 Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

Clint Bond led in 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:

Sara Pereda  
 Onyinye Ajujuo  
 Sal Espino  
 Erin Westbrook  
 Ed Austin  
 Laura Overton: Clint Bond read her statement  
 Molly Hyry  
 Michelle (did not want last name announced) Clint Bond read her statement  
 Christina Sellers  
 Susan Tilley: Clint Bond read her statement  
 Avia Correa

4. PRESENTATIONS

A. Fort Worth ISD Forward: Return to Learning

This presentation was given by Dr. Scribner.

5. DISCUSSION OF CONSENT AGENDA ITEMS

Mr. Ramos announced that agenda item 6.B.14. Approve Purchase of an Online Beginning and Intermediate College Algebra Course for High School Students was pulled.

Comments from Board Members:

Quinton Phillips  
 Daphne Brookins  
 C.J. Evans  
 Ashley Paz

6. 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 requests that such item be removed from the "Consent Agenda" and voted upon separately.

## A. Board of Education Meeting Minutes

1. Regular Minutes - July 21, 2020
2. Emergency Minutes - July 30, 2020
3. Regular Minutes - August 10, 2020
4. Workshop Minutes - August 17, 2020

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

1. Approve 2020-2021 Contract with Tarrant County Program for the Development of Girls
2. Approve 2020-2021 Contract with a Post-Secondary Preparedness Program in Assisting Latinx Girls for College, Career, and Community Leadership
3. Approve Contract Agreement Between Fort Worth Independent School District and a Service Provider for Students with Severe Disabilities
4. Approve Contract Between Fort Worth Independent School District and Therapeutic Residential Program for Students with Severe Behaviors
5. Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Benbrook for School Security Services for the 2020 - 2021 School Year
6. Approve Memorandum of Understanding Between Texas Christian University and Fort Worth Independent School District
7. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Forest Hill for School Security Services for the 2020-2021 School Year
8. Approve Program Agreements and Use of Grants to Assist with Engineering and Career Preparation CTE Programming
9. Approve Continued Technical Assistance, Cycle 2 Implementation-Focused Academic Supports for TEA Community Partnership Grant
10. Approve Consulting/Certification Proposal and the 2020 Sue Rose Institute Between the Cowan Center and Fort Worth Independent School District

11. Approve Superintendent to Authorize Purchases of Student Laptops and Services to Accommodate Learning During the COVID-19 Event
12. Approve Purchases of Classroom Interactive Panels, Displays and Services for Four Schools
13. Approve Ratification of Purchase of Software Licenses to Support Printing at All Campuses
14. Approve Purchase of an Online Beginning and Intermediate College Algebra Course for High School Students
15. Approve Purchase of a K-5 Online Intervention Program and Reading Mathematics Site Licenses at All Elementary Schools
16. Approve Purchase of Public Address (PA) System and Cabling for Diamond HillJarvis High School and Monnig Middle School
17. Approve Purchase of Hand-Held Radios for School Communications
18. Approve Renewal and Expansion of the Learning Management System for DistrictWide Compliance Training and Professional Learning
19. Approve Purchase of Touchless Water Fountains
20. Approve Purchase of Software License and Training for Special Education Staff
21. Approve College & Career Readiness Professional Development for the 2020-2021 School Year
22. Approve and Award a Renewal Contract to an Absence Verification System
  - C. Approve Annual Investment Report for the Period: July 1, 2019 - June 30, 2020
  - D. Approve Quarterly Investment Report for the Period: April 1, 2020 - June 30, 2020
  - E. Approve Proposed Middle and High School Course Changes for the 2020 - 2021, 2021 - 2022, 2022 - 2023, and 2023 - 2024 School Years
  - F. Approve 2020-2021 Fort Worth Independent School District Compensation Manual

- G. Approve First Reading-Revisions to Board Policies DIA(LOCAL), FB(LOCAL), FEB(LOCAL) and FFH(LOCAL)
- H. Approve Student Fees and Replacement Charges for the 2020 - 2021 School Year
- I. Approve Interlocal Agreement Between Dallas Independent School District and Fort Worth Independent School District to Share Unidos para Aprender Videos
- J. Approve Memorandum of Understanding Between Low-Income Support Service Provider for Families and Fort Worth Independent School District
- K. Approve Oncor Electric Delivery Company Easement and Right-of-Way Agreement for South Hills High School Addition/Renovation Job No. 003-102 in Conjunction with the 2017 Capital Improvement Program
- L. Approve Closeout Contract with Muckleroy & Falls for Benbrook Middle/High School Baseball/Softball Addition/Renovation Job #071-001 (CSP #19-032) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- M. Approve Closeout Contract with CZOT-MGS, LLC for Dunbar High School Athletics Addition / Renovation Job #005-001 (CSP #19-042) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

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

The meeting was recessed at 6:30 p.m.

8. 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)

- 2. Executive Director Special Education
- 3. Certified Criminal Justice Teacher
- 4. Tarrant Appraisal District Board of Director

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

9. RECONVENE IN REGULAR SESSION - WEBINAR

The meeting was reconvened at 8:33 p.m.

10. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by C.J. Evans, to approve CONSENT AGENDA WITH THE EXCEPTION OF AGENDA ITEM 6.B.14, WHICH WAS PULLED.

The motion was unanimously approved.

11. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

- 1. Staff Attorney
- 2. Executive Director Special Education

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Personnel Appointments for Staff Attorney, Neal Bonavita and Executive Director, Special Education, Dr. Janice Carter.

The motion was unanimously approved.

Dr. Scribner made introductions and the new employees made comments.

12. ACTION AGENDA ITEMS

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

Motion was made by Ashley Paz, seconded by Anne Darr, to approve District Teaching Permit for Non-Core CTE Courses.

The motion was unanimously approved.

- B. Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2020-2021 School

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2020-2021 School.

The motion was unanimously approved.

The motion passed 7 for and one person abstaining.  
Anne Darr stated she abstained due to Region 11 is her employer.

- C. Approve Resolution to Nominate and Cast Votes Regarding Tarrant Appraisal District Appointment Selection

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve to Extend the Deadline for the TAD Board of Directors for an Additional One Week to Ensure We have the Biggest Applicant Pool Possible.

The motion was approved.

Yes: Tobi Jackson, Daphne Brookins, C.J. Evans, Anne Darr, and Anael Luebanos.

No: Jacinto Ramos, Quinton Phllips, and Ashley Paz.

The motion passed 5 for and 3 against.  
Voting against: Jacinto Ramos, Quinton Phillips and Ashley Paz

- D. Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position C

Motion was made by Jacinto Ramos, seconded by Tobi Jackson, to approve Endorsement of Justin Chapa of Arlington I.S.D. for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position C.

The motion was unanimously approved.

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

- Tobi Jackson
- Daphne Brookins
- C. J. Evans
- Anne Darr
- Anael Luebanos
- Dr. Scribner

14. ADJOURN

The meeting was adjourned at 8:51 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  
September 22, 2020**

**TOPIC: APPROVE MENTORING SERVICES CONTRACT FOR 'MY BROTHER'S KEEPER' AND 'MY SISTER'S KEEPER PILOT' STUDENT LEADERSHIP PROGRAMS FOR 2020-2021 SCHOOL YEAR**

**BACKGROUND:**

In February 2014, the My Brother's Keeper (MBK) initiative was launched by President Barack Obama to ensure that all boys and young men of color have opportunities to improve their life outcomes and overcome barriers. Shortly thereafter, the Fort Worth Independent School District Board of Education approved the Pledge by America's Great City Schools to serve the District's males of color and accepted the My Brother's Keeper Community Challenge. The District currently has MBK Chapters in 15 high schools and seven Middle Schools, with more than 300 young men participating throughout the District. In 2019-2020 three My Sister's Keeper (MSK) chapters were launched as pilot programs. These will also continue in 2020-2021.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Mentoring Services Contract for 'My Brother's Keeper' and 'My Sister's Keeper Pilot' Student Leadership Programs for 2020-2021 School Year
2. Decline to Approve Mentoring Services Contract for 'My Brother's Keeper' and 'My Sister's Keeper Pilot' Student Leadership Programs for 2020-2021 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Mentoring Services Contract for 'My Brother's Keeper' and 'My Sister's Keeper Pilot' Student Leadership Programs for 2020-2021 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6299-001-999-24-336-000000

**COST:**

\$250,000

**VENDOR:**

Strategies to Elevate People (STEP)

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-006

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

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

**Proposed High School Chapters**

**MBK:**

- |                                      |                                    |
|--------------------------------------|------------------------------------|
| 1. Amon Carter-Riverside High School | 12. O.D. Wyatt High School         |
| 2. Arlington Heights High School     | 13. Trimble Tech High School       |
| 3. Diamond Hill-Jarvis High School   | 14. Success High School            |
| 4. Dunbar High School                | 15. TCC South Collegiate           |
| 5. Eastern Hills High School         | 16. I.M. Terrell Academy           |
| 6. North Side High School            | 17. Young Men’s Leadership Academy |
| 7. R.L. Paschal High School          |                                    |
| 8. Polytechnic High School           |                                    |
| 9. South Hills High School           |                                    |

10. Southwest High School
11. Western Hills High School

**MSK:**

1. Southwest High School
2. Dunbar High School
3. Polytechnic High School

**Proposed Middle School Chapters**

- |                                    |                                |
|------------------------------------|--------------------------------|
| 1. Handley Middle School           | 8. William James Middle School |
| 2. J. Martin Jacquet Middle School | 9. W.P. McLean Middle School   |
| 3. J.P. Elder Middle School        | 10. Wedgwood Middle School     |
| 4. Jean McClung Middle School      | 11. Como Montessori            |
| 5. Kirkpatrick Middle School       | 12. Forest Oak Academy         |
| 6. Morningside Middle School       | 13. Meadowbrook Middle School  |
| 7. Rosemont Middle School          | 14. Riverside Middle School    |

**RATIONALE:**

The MBK and MSK facilitators have established meaningful relationships with the students they serve. During these uncertain times, it is critical for students to have access to caring adults to assist them in navigating through these difficult times. The MBK facilitators have maintained contact with the students through various electronic/virtual platforms since March 2020. With the continuation of the MSK pilot program, female students of color will gain leadership skills and overcome life barriers. It is important for these relationships to continue as we begin the new school year.

**INFORMATION SOURCE:**

Sherry Breed

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER A  
CONTRACT FOR DATA VISUALIZATION PLATFORM**

**BACKGROUND:**

During the 2019-2020 school year, a cross-functional committee conducted a needs analysis which identified a need for an easy to navigate system providing dynamic and static visualization of student data to help identify trends in student performance from the individual student level to the District level. Moreover, the platform provides early warning indicators for students who need additional support all within a single platform. These findings led to the issuance of an RFP 20-063 for a secure web-based data visualization solution for the District. The cross-functional committee evaluated all of the proposals submitted and the top five vendors conducted live demonstrations for an expanded committee including district and campus representatives from all school levels.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Authorization to Negotiate and Enter a Contract for Data Visualization Platform
2. Decline to Approve Authorization to Negotiate and Enter a Contract for Data Visualization Platform
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter a Contract for Data Visualization Platform

**FUNDING SOURCE**

Special Revenue

***Additional Details***

211-13-6639-0TZ-999-24-416-000000-19F09

**COST:**

Not-to-Exceed \$432,694, Year 1 implementation (2020-2021) \$308,194 annually for year 2-5.

**VENDOR:**

Hoonuit I, LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-063

Number of Bid/Proposals received: 25

HUB Firms: 2

Compliant Bids: 25

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

District stakeholders need access to the right data at the right time in an easy-to-interpret format to make the best possible decisions for students. We have honed our focus to key indicators in the form of board goals. We can use this web-based platform to provide transparency to our stakeholders and key actionable data to our staff. This platform will support the work our district has done with Lone Star Governance and the System of Great Schools.

**INFORMATION SOURCE:**

Karen Molinar

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 22, 2020**

**TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR SCHOOL RESOURCE OFFICER PROGRAM FOR THE 2020-2021 SCHOOL YEAR**

**BACKGROUND:**

The Fort Worth Independent School District and the City of Fort Worth (City) first entered into an Interlocal Agreement in 1994 for the services of police officers in the School Resource Officer (SRO) Program. The program is a multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department (FWPD) to provide a safe and secure environment for education. The annual contract period is from October 1, 2020 through September 30, 2021.

The City understands and agrees that all School Resource Officers under this Agreement will be required to attend District sponsored Racial Equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the city a training schedule and curriculum acceptable to both Parties. The assigned police officers will work with the District's Division of Equity and Excellence to receive training regarding the impact of institutionalized racism and equity, specifically racial equity, on interactions with students of color, particularly black and brown students.

The District will pay the City \$4,017,899.40, which represents 50% of all personnel and operating costs incurred by the City for 44 police officers, as well as the District's proportional share of the personnel, training and operating costs of the FWPD command staff that oversees the SRO Program. This is a 3% increase from last year's cost. The command staff costs are shared by all participating districts, and the participating districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of the SRO-assigned vehicles.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Interlocal Agreement between Fort Worth Independent School District and the City of Fort Worth for School Resource Officer Program for the 2020-2021 School Year
2. Decline to Approve Interlocal Agreement between Fort Worth Independent School District the City of Fort Worth for School Resource Officer Program for the 2020-2021 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement between Fort Worth Independent School District and the City of Fort Worth for School Resource Officer Program for the 2020-2021 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

199-52-6299-001-999-99-390-000000

**COST:**

\$4,017,899.40

**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**

Safety & Security, District Schools

**RATIONALE:**

FWISD is partnering with the City of Fort Worth to provide school security. The collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Fort Worth, and together with District staff, assist in creating a safe and secure environment for teaching and learning.

**INFORMATION SOURCE:**

Art Cavazos  
Sherry Breed

# **INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

## **FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This agreement ("Agreement") is made and entered into between the **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 ("FWISD")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Dr. Kent P. Scribner**, its duly authorized **Superintendent**.

### **RECITALS**

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT;

WHEREAS, the citizens of Fort Worth and the City Council have determined that the security of students is paramount;

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

### **AGREEMENT DOCUMENTS:**

The Agreement documents shall include the following:

1. This Agreement for the SRO Program
2. Exhibit A – Scope of Services
3. Exhibit B – Payment Schedule

Exhibits A and B, attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A and B and the

terms and conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Interlocal Agreement shall control.

The term “District” shall include the District, and its officers, agents, employees, representatives, servants, contractors or subcontractors.

The term “City” shall include its officers, employees, agents, and representatives.

The term “Party” shall refer to either the City or the District.

The term “Parties” shall refer to both the City and the District.

1. **SCOPE OF SERVICES.**

City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment, in partnership with the District. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “Exhibit A,” **Scope of Services**, more specifically describing the services to be provided hereunder.

2. **TERM.**

This Agreement shall commence on October 1, 2020 (“Effective Date”) and shall continue in full force and effect until September 30, 2021, unless terminated earlier in accordance with the provisions of this Agreement.

3. **CONSIDERATION.**

The District shall pay City **\$4,017,899.40** in accordance with the provisions of this Agreement and the Payment Schedule attached as “Exhibit B.” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **forty-four (44) police officers** assigned to the District. The Agreement amount also includes the District’s proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District’s proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

#### **4. TERMINATION.**

##### **4.1 CCPD Funds**

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. In the event that funds from the CCPD are not timely 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. Before terminating this Agreement for the reason stated above, City will provide written notice to District and provide District with 15 days to cure deficiency.

##### **4.2 Convenience.**

Either Party may terminate this Agreement at any time and for any reason by providing the other Party with 30 days' written notice of termination.

##### **4.3 Non-appropriation of Funds.**

In the event no funds or insufficient funds are appropriated by either the City nor the District in any fiscal period to fund the SRO Program, that Party will notify the other Party of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to that Party of any kind whatsoever.

##### **4.4 Duties and Obligations of the Parties.**

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

**5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

5.1 Disclosure of Conflicts. Both Parties hereby warrant to the other Party that they have made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, the Parties hereby agree immediately to make full disclosure to the other Party in writing.

5.2 Confidential Information. The Parties, each for itself and its officers, agents and employees, agree that they shall treat all information provided to it by the other Party as confidential and shall not disclose any such information to a third party without the prior written approval of the other Party.

5.3 Unauthorized Access. The Parties shall store and maintain City and District Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City or District Information in any way. The Parties shall notify the other Party immediately if the security or integrity of any City or District information has been compromised or is believed to have been compromised, in which event, the Party shall, in good faith, use all commercially reasonable efforts to cooperate with the other Party in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the other Party to protect such information from further unauthorized tampering.

5.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6. RIGHT TO AUDIT.**

Each Party agrees that the other Party shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the Party. Each Party agrees that the other Party shall have access during

normal working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The requesting Party shall give the other Party reasonable advance notice of intended audits.

**Section 6 shall survive the termination or expiration of this Agreement.**

**7. INDEPENDENT CONTRACTOR.**

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

**8. PROPERTY LOSS.**

The Parties shall in no way nor under any circumstances be responsible for any property belonging to the other Party, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

**9. PROVISIONS REGARDING AGE.**

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of 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.

**10. LIABILITY/INDEMNIFICATION----**

**“TO THE EXTENT PERMITTED BY LAW, AND WITHOUT THE WAIVER OF ANY IMMUNITY OR DEFENSE, EACH PARTY SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF ITS OWN OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

**Section 10 shall survive the termination or expiration of this Agreement.**

**11. NON-DISCRIMINATION COVENANT.**

District, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of District's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law.

**Section 11 shall survive the termination or expiration of this Agreement.**

**12. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

**City of Fort Worth**

Attn: Jesus J. Chapa  
Deputy City Manager  
200 Texas Street  
Fort Worth, Texas 76102-6311

With Copy to the City Attorney  
At same address

**FWISD**

Attn: Dr. Kent P. Scribner  
Superintendent  
100 N. University Drive  
Fort Worth, Texas 76107

With Copy to District's General Counsel  
At same address

**13. GOVERNMENTAL POWERS/IMMUNITIES.**

It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

**14. NO WAIVER.**

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**15. GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such 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.

**16. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**17. FORCE MAJEURE.**

City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, epidemics or pandemics, material or labor restrictions by any governmental authority, transportation problems, restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States, civil disturbances, other national or regional emergencies, and/or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it hinders the party's performance, as soon as reasonably possible, as determined in the City's discretion, after the occurrence of the Force Majeure Event. The form of notice required by this section shall be the same as section 12 above.

**18. HEADINGS NOT CONTROLLING.**

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**19. APPROVAL OF AGREEMENT.**

The governing bodies of City and District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign this Agreement on behalf of the governing bodies.

**20. REVIEW OF COUNSEL.**

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or exhibits hereto.

**21. AMENDMENTS.**

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

**22. ENTIRETY OF AGREEMENT.**

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

**23. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

**APPROVED AND AGREED FOR CITY  
OF FORT WORTH**

\_\_\_\_\_  
Jesus J. Chapa  
Deputy City Manager

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Edwin Kraus  
Chief of Police

**APPROVED AS TO FORM AND  
LEGALITY FOR CITY OF FORT  
WORTH**

\_\_\_\_\_  
Taylor Paris  
Assistant City Attorney

**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.**

\_\_\_\_\_  
Sasha Kane  
Sr. Contract Compliance Specialist

**APPROVED AND AGREED FOR  
FWISD**

\_\_\_\_\_  
Dr. Kent P. Scribner  
Superintendent

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY FOR FWISD**

  
\_\_\_\_\_  
Alexander Athanason  
FWISD General Counsel

**ATTEST**

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

Date: \_\_\_\_\_  
M&C No. \_\_\_\_\_

Form 1295 Certification No: NOT  
REQUIRED

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE RATIFICATION OF PROJECT MANAGEMENT SERVICES  
FOR TECHNOLOGY**

**BACKGROUND:**

In response to the malware attack experienced in March 2020, the District hired a technology project management firm to oversee recovery efforts. The insurance company covered expenses that were incurred through May 2020. In June of 2020, the District determined that these services should be continued at least through the month of September 2020. Board ratification for the cost of these services is being requested.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification of Project Management Services for Technology
2. Decline to Approve Ratification of Project Management Services for Technology
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of Project Management Services for Technology

**FUNDING SOURCE**

*Additional Details*

TRE	198-53-6299-CDR-999-99-423-000000
General Fund	199-53-6299-CDR-999-99-427-000000

**COST:**

\$94,400 (Total for 4 Months)

**VENDOR:**

MaeTech

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-Y

Number of Bid/Proposals received: 35

HUB Firms: 4

Compliant Bids: 35

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

The technology project management services ensures the District successfully recovered from the malware attack.

**INFORMATION SOURCE:**

Karen Molinar  
Art Cavazos  
Michael Ball  
Cynthia Rincon



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

# INVOICE

**BILL TO**

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**INVOICE #** 1130  
**DATE** 08/05/2020  
**DUE DATE** 09/04/2020  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Project Management Assistance and Reporting of Technology Rebuild Projects to FWISD Senior Leadership. Documentation and Illustration of User Experiences, Associated Timelines and Expected Outcomes. Immediate Reporting of Blockers, Issues and Assistance Needed to Remove Obstacles for Any Technology Project Effecting Projected Timelines. For the Month of June.	160	145.00	23,200.00

Vendor #: 26953  
 Contract# 56374  
 16-089-Y Academic/Educational Consultants

**BALANCE DUE** **\$23,200.00**



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

# INVOICE

**BILL TO**

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**INVOICE #** 1131

**DATE** 08/05/2020

**DUE DATE** 09/04/2020

**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Cyber Security Response Reviews, Project Management Assistance and Reporting of Technology Rebuild Projects to FWISD Senior Leadership. Documentation and Illustration of User Experiences, Associated Timelines and Expected Outcomes. Immediate Reporting of Blockers, Issues and Assistance Needed to Remove Obstacles for Any Technology Project Effecting Projected Timelines. For the Month of July	160	145.00	23,200.00

BALANCE DUE

**\$23,200.00**



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

# INVOICE

**BILL TO**

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**INVOICE #** 1132

**DATE** 08/27/2020

**DUE DATE** 09/26/2020

**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Project Management Assistance and Reporting of Technology Rebuild Projects to FWISD Senior Leadership. Documentation and Illustration of User Experiences, Associated Timelines and Expected Outcomes. Immediate Reporting of Blockers, Issues and Assistance Needed to Remove Obstacles for Any Technology Project Effecting Projected Timelines. For the month of August.	160	145.00	23,200.00

BALANCE DUE **\$23,200.00**



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

## Quote

**ADDRESS**

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**QUOTE # 1055**

**DATE 08/28/2020**  
**EXPIRATION DATE 09/30/2020**

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Start of School - Technical Assistance and Project Management Support. Reporting of Technology Rebuild Projects to FWISD Senior Leadership. Documentation and Illustration of User Experiences, Associated Timelines and Expected Outcomes. Immediate Reporting of Blockers, Issues and Assistance Needed to Remove Obstacles for Any Technology Project Effecting Projected Timelines. For the month of September.	160	155.00	24,800.00

Vendor #: 26953  
 Contract# 56374  
 16-089-Y Academic/Educational Consultants

**TOTAL \$24,800.00**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE RATIFICATION OF PURCHASE OF PROJECT  
MANAGEMENT SERVICES FOR TECHNOLOGY**

**BACKGROUND:**

The District hired a project manager to oversee the recovery efforts of our network, after it was interrupted by the malware incident. We are needing to continue the program management services to help oversee four critical areas, as we continue to strengthen our operation. These services are expected to be completed by December 2020 and include the following:

Cybersecurity Program: Services will include Project Management and Technical Review of 24/7 Cyber Security Monitoring. It will include Technical Processes with Documentation of Security Dashboards, Associated Timelines and Expected Outcomes. Immediate Reporting of Blockers, Issues and Assistance Needed to Remove Obstacles for Any Technology Project Effecting Timelines. Creation of technical action plans to improve Security Posture - Outside of 24/7 monitoring. (Email, Identity, Network, Servers, Mobile Student Devices etc.). Also, creation of FWISD Draft Cyber Security Policy Leveraging CIS-SANS 20 Cyber Security Framework as requested by External Auditors.

Business Continuity: Technical Deployment and Project Management Assistance of Business Continuity and Disaster Recovery. Validation of backups configuration and going offsite (out of Fort Worth ISD environment safely and successfully). Hands on Testing of FWISD Systems Failover and Disaster Recovery through Tabletop Exercises and Documentation of Business Continuity Plans. Troubleshooting and Correction of issues related to Failover and Failback of FWISD systems from Cloud Provider Datacenter.

Technical support, assistance and scale out of Career and Technical Education (CTE) virtual desktops and applications as well as On-Ramps virtual desktops and applications: The District will be hosting the highly technical programs that are not web-based that are used by these two programs. It will eliminate the need for special laptop computers to run the software and can be run from any District-issued device.

CIO Assistance and Knowledge Transfer of Technology Projects: The District is seeking an experienced Chief Information Officer. The Consultant will assist with transition of a Chief Information Officer to ramp up new technical processes and staffing requirements. The services will include a detailed review of technology projects managed to recover FWISD network and supporting technologies. A review of newly built technical environments and the new architecture post malware incident. Also, an identification and overview of processes that need to be strengthened the operation with successful transition and hand over of project management and governance.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification of Purchase of Project Management Services for Technology
2. Decline to Approve Ratification of Purchase of Project Management Services for Technology
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Ratification of Purchase of Project Management Services for Technology

**FUNDING SOURCE**

*Additional Details*

TRE

198-53-6299-XXX-999-99-423-000000

**COST:**

\$242,750

**VENDOR:**

MaeTech

## **PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-Y

Number of Bid/Proposals received: 35

HUB Firms: 4

Compliant Bids: 35

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

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

### **RATIONALE:**

The project management services will ensure the District's technology is fully restored and fortified for the future.

### **INFORMATION SOURCE:**

Karen Molinar  
Art Cavazos  
Michael Ball  
Cynthia Rincon



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

## Quote

**ADDRESS**

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**QUOTE #** 1056

**DATE** 08/28/2020

**EXPIRATION DATE** 09/30/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Technical Deployment and Project Management Assistance of Business Continuity and Disaster Recovery with Microsoft Azure Cloud Provider (Texas) outside of Fort Worth ISD Bridgewood Datacenter. Validation of backups configuration and going offsite (out of Fort Worth ISD environment safely and successfully). (4 weeks)	160	165.00	26,400.00
<b>Consulting</b> Hands On Testing of FWISD Systems Failover and Disaster Recovery through Table Top Exercises and Documentation of Business Continuity Plans (in the event of a Cyber Attack, Natural Disaster (i.e. Tornado) or forms of Disaster Recovery) (7 weeks)	280	165.00	46,200.00
<b>Consulting</b> Troubleshooting and Correction of issues related to Failover and Failback of FWISD systems from Cloud Provider Datacenter.	58	165.00	9,570.00

Vendor #: 26953  
 Contract# 56374  
 16-089-Y Academic/Educational Consultants

**TOTAL \$82,170.00**

Accepted By

Accepted Date



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

## Quote

**ADDRESS**

Mcdeny Mojica  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**QUOTE # 1053**

**DATE 08/24/2020**  
**EXPIRATION DATE 09/30/2020**

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> September, October, November and December - Technical Support, Assistance and Scale Out of CTE Virtual Desktops and Applications as well as On-Ramp Virtual Desktops and Applications	320	145.00	46,400.00

TOTAL **\$46,400.00**

Accepted By

Accepted Date



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

## Quote

**ADDRESS**

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**QUOTE # 1055**

**DATE 08/28/2020**

**EXPIRATION DATE 09/30/2020**

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Approx. 6 weeks of assistance in ramping up new CIO/CTO around technical processes. Detailed review of technology projects managed to recover FWISD network and supporting technologies. Review of newly built technical environments and their new architecture post malware incident. Overview of processes that need to be strengthened to improve the district with successful transition and hand over of project management and governance.	260	165.00	42,900.00

Vendor #: 26953  
 Contract# 56374  
 16-089-Y Academic/Educational Consultants

**TOTAL \$42,900.00**

Accepted By

Accepted Date



**MaeTech**  
 3626 North Hall Street, Suite 610  
 Dallas, TX 75219  
 214.686.8435  
 info@maetech.com

## Quote

### ADDRESS

Mr Arturo Cavazos  
 Fort Worth Independent School  
 District  
 100 N University Dr. 300  
 Fort Worth, TX 76107  
 United States

**QUOTE #** 1056

**DATE** 08/28/2020

**EXPIRATION DATE** 09/30/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting</b> Project Management and Technical Review of 24/7 Cyber Security Monitoring for FWISD. Reporting of Region 10 Technical Processes with Documentation of Security Dashboards, Associated Timelines and Expected Outcomes every week. Immediate Reporting of Blockers, Issues and Assistance Needed to Remove Obstacles for Any Technology Project Effecting Projected Timelines. (6 weeks) Includes transition assistance of Gradient to Region 10	240	165.00	39,600.00
<b>Consulting</b> Creation of technical action plans for Network/InfoSec Team to improve Security Posture - Outside of 24/7 monitoring. (Email, Identity, Network, Servers, Mobile Student Devices etc.) (3 weeks)	120	165.00	19,800.00
<b>Consulting</b> Creation of FWISD Draft Cyber Security Policy Leveraging CIS-SANS 20 Cyber Security Framework (for External Auditors)	72	165.00	11,880.00

Vendor #: 26953  
 Contract# 56374  
 16-089-Y Academic/Educational Consultants

**TOTAL** **\$71,280.00**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC:       APPROVE RATIFICATION FOR TEMPORARY TECHNOLOGY HELP  
DESK SERVICES**

**BACKGROUND:**

The proposed Customer Service Help Desk Contract will be for temporary workers to assist the Customer Service Help Desk with network account issues, locked employee, teacher, and student accounts and passwords and resets. The temporary workers are all former employees of Fort Worth ISD with knowledge of the District’s technology environment. These workers will log their daily calls and will follow escalation steps for any support calls that need follow-up assistance from a Level 2 or Level 3 Technician.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification for Temporary Technology Help Desk Services
2. Decline to Approve Ratification for Temporary Technology Help Desk Services
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Ratification for Temporary Technology Help Desk Services

**FUNDING SOURCE**

***Additional Details***

General Fund

199-53-6299-001-999-99-806-000000

**COST:**

Not-to-Exceed \$103,590

**VENDOR:**

Staff Today, 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 HGACBuy Contract TS06-17. 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**

All FWISD Departments and Schools

#### **RATIONALE:**

In order to provide the best customer service to our students, teachers, employees, and staff, FWISD chose to source temporary workers with technical backgrounds, particularly those who have previously been in a technology support role, whether in person or over the phone. The majority of calls will be from teachers and/or those in a support role. The goal is “first call resolution” to assist a caller, rather than taking information and passing the request or question to someone else for assistance. This contract will provide the best solution for our District as well as being proactive in addressing a virtual learning environment.

#### **INFORMATION SOURCE:**

Michael Ball  
Jerry Moore

**Exhibit A****Staff Today, Inc.**

<b>Dates</b>	<b>Schedule for temporary Help Desk staff</b>	<b>hours</b>	<b>rate</b>	<b>days</b>	<b>people</b>	<b>total</b>
9/3 through 9/18	11 temp staff members will be used for phone support during these 11 days.	8	\$33.25	11	11	\$32,186.00
9/21 through 10/2	11 temp staff members will be used for phone support during these 10 days.	8	\$33.25	10	11	\$29,260.00
10/5 through 10/16	We will continue with 11 people if the call volume is still high. The number of temp staff members will be reduced to 5 for these 10 days if we experience a decreased call volume.	8	\$33.25	10	11	\$29,260.00
10/19 through 10/23	If the call volume is still moderate to high, we will extend the timeline for an additional 5 days. 5 people will be scheduled for this period.	8	\$33.25	5	5	\$6,650.00
10/23	Last day to employ the temp staff to augment our current Help Desk staff; Contract with Staff Today, Inc.					\$6,234.00
<b>Total</b>						<b>\$103,590.00</b>



## Temporary Staffing, Direct-Hire and Other Employer Services

### Contract Information

### Contract Number

TS06-17

### Effective Dates

06/01/2017 to 05/31/2021

### Contract Details

Listed companies covering many various disciplines and job functions.

Note: Use of this contract may require an additional competitive step. Click here for details (</about/how-to-make-purchases.aspx>)

[View Contacts \(/contracts/contact-information.aspx?contractid=46\)](/contracts/contact-information.aspx?contractid=46)

[View Documents \(/contracts/documents.aspx?contractid=46\)](/contracts/documents.aspx?contractid=46)

[Return to Products & Services \(default.aspx\)](default.aspx)

## All Products

Description	Code	Manufacturer	Price	Discount
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Craft/Trade, Education, Engineer, Procurement, Professional. ( <a href="view-product.aspx?productid=13659">view-product.aspx?productid=13659</a> )	TS17A1	22nd Century Technologies, Inc.		0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Craft/Trade, Education, Engineer, Programmer, Procurement, Professional. ( <a href="view-product.aspx?productid=13660">view-product.aspx?productid=13660</a> )	TS17A2	Ardent Technologies, Inc.		0.00

Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Craft/Trade; Education; Engineering; Health; Information Technology; Programmer; Procurement (view-product.aspx?productid=13665)	TS17A7	Employment & Training Centers, Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Craft/Trade; Education; Engineering; Health; Information Technology; Programmer; Procurement (view-product.aspx?productid=13666)	TS17A8	The Reserves Network, Inc. dba ExecuTeam Staffing	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Craft/Trade; Education; Engineering; Health; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13661)	TS17A3	Express Employment Professionals dba of ASEDA Enterprises, Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Health; Information Technology; Programmer; Procurement (view-product.aspx?productid=13662)	TS17A4	Beacon Systems, Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13667)	TS17A9	Willis Group dba Genuent, LLC	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13668)	TS17A10	Robert Half International	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13669)	TS17A11	Staff Today Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13670)	TS17A12	Superior Talent Resources, Inc.	0.00

Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13671)	TS17A13	Texas Premier Staffing Source, Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13672)	TS17A14	The Spearhead Group, Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13673)	TS17A15	Topp Knotch Personnel, Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Engineering; Information Technology; Programmer; Procurement; Professional (view-product.aspx?productid=13674)	TS17A16	vTech Solution Inc.	0.00
Temporary Staffing, Direct-Hire and Other Employment Services in Accounting, Administrative, Information Technology; Health; Programmer; Procurement (view-product.aspx?productid=13663)	TS17A5	Burnett Specialists	0.00

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC:       APPROVE ANNUAL MAINTENANCE FOR TIMEKEEPING  
MANAGEMENT SOFTWARE PROGRAM AND CLOCK PURCHASE**

**BACKGROUND:**

On November 15, 2016, the Board approved the purchase of our current Time and Attendance Software. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the Munis timekeeping module and the District's Kronos clocks, and allows District administrators to review, approve, and manage the work time for non-exempt employees. The service period is from September 28, 2020 through September 27, 2021. This is the last year of a five-year contract.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Maintenance for Timekeeping Management Software Program and Clock Purchase
2. Decline to Approve Annual Maintenance for Timekeeping Management Software Program and Clock Purchase
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Annual Maintenance for Timekeeping Management Software Program and Clock Purchase

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6299-001-750-99-412-000000

**COST:**

\$241,860.40

**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 this software maintenance license renewal and clock purchase will ensure that District administrators can continue to properly account for and manage non-exempt employee work time.

**INFORMATION SOURCE:**

Michael Ball

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** FORT WORTH ISD  
**Solution ID:** 6028286  
**Contract #:** 1171077 R31-MAR-20  
**Date:** 28-AUG-2020  
**Prepared by:** Kimberly Honohan / US PublicSector1

**Bill To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Ship To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Contact:** DAVID MEGGINSON  
**Email:** david.megginson@fwisd.org

**CONTRACT SUMMARY**

**Contract Period:** 28-SEP-2020 - 27-SEP-2021

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	182,308.20	0.00	182,308.20
Equipment Support Services	35,346.79	0.00	35,346.79
Educational Services	8,215.41	0.00	8,215.41
<b>Total</b>	<b>225,870.40</b>	<b>0.00</b>	<b>225,870.40</b>

**Annualized Contract Value:** 225,374.97

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

**IMPORTANT NOTES**

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p><b>FORT WORTH ISD</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>KRONOS INCORPORATED</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

<b>Payment Terms:</b> Net 30 Days	<b>Quote Type:</b> Renewal
<b>Currency:</b> USD	<b>Customer:</b> FORT WORTH ISD
<b>Customer PO Number:</b>	<b>Solution ID:</b> 6028286
	<b>Contract #:</b> 1171077 R31-MAR-20
	<b>Date:</b>
	<b>Prepared by:</b> Kimberly Honohan / US PublicSector1

<b>Bill To:</b> FORT WORTH ISD 100 N UNIVERSITY DR SUITE 140-H FORT WORTH TX 76107-1360 UNITED STATES	<b>Ship To:</b> FORT WORTH ISD 100 N UNIVERSITY DR SUITE 140-H FORT WORTH TX 76107-1360 UNITED STATES
<b>Contact:</b> DAVID MEGGINSON	
<b>Email:</b> david.megginson@fwisd.org	

**SOFTWARE SUPPORT SERVICES**

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	KRONOS ENTERPRISE ARCHIVE V8	15,000	28-SEP-2020	27-SEP-2021	365
2	Gold	KSS TOOL, ATTESTATION TOOL KIT V8	15,000	28-SEP-2020	27-SEP-2021	365
3	Gold	KSS TOOL, FT-PT ANALYSIS REPORT V8		28-SEP-2020	27-SEP-2021	365
4	Gold	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2020	27-SEP-2021	365
5	Gold	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2020	27-SEP-2021	365
6	Gold	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2020	27-SEP-2021	365
7	Gold	WORKFORCE LEAVE V8	15,000	28-SEP-2020	27-SEP-2021	365
8	Gold	WORKFORCE MANAGER V8	1,100	28-SEP-2020	27-SEP-2021	365
9	Gold	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2020	27-SEP-2021	365
10	Gold	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2020	27-SEP-2021	365
11	Gold	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2020	27-SEP-2021	365

	Support Services	Estimated Tax	Subtotal
<b>Software Support Services</b>		182,308.20	0.00
			182,308.20

**EQUIPMENT SUPPORT SERVICES**

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Equipment Service Pack Only	Data Collection: InTouch	9	19-FEB-2020	27-SEP-2020	222
2	Equipment Service Pack Only	Data Collection: InTouch	5	10-SEP-2020	27-SEP-2021	383
3	Equipment Service Pack Only	Data Collection: InTouch	4	18-SEP-2020	27-SEP-2021	375
4	Equipment Service Pack Only	Data Collection: InTouch	309	28-SEP-2020	27-SEP-2021	365

	Support Services	Estimated Tax	Subtotal
<b>Equipment Support Services</b>		35,346.79	0.00
			35,346.79

**EDUCATIONAL SERVICES**

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2020	27-SEP-2021	365

	Support Services	Estimated Tax	Subtotal
Educational Services	8,215.41	0.00	8,215.41

# ORDER FORM

**Quote#:** 672235 - 1  
**Expires:** 30-SEP-2020  
**Sales Executive:** Martin, Doris E Sandy

**Order Type:** Upgrade US  
**Date:** 28-AUG-2020  
**Page:** 1/2

**Bill To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH  
 TX 76107-1360  
 United States

**Ship To:** Attn:DAVID MEGGINSON  
 FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH  
 TX 76107-1360  
 United States

**Solution ID:** 6028286

**Contact:** David Megginson  
**Email:** david.megginson@fwisd.org  
**Ship To Phone:** 8177097959

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

This order is subject to the terms and conditions of that certain Master Software and Services Contract between Fort Worth ISD and Kronos 12/20/2016.

## EQUIPMENT

Item	Quantity	Total Price
KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	10	15,000.00
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH STD	10	0.00
<b>Total Price</b>		<b>15,000.00</b>

## SUPPORT SERVICES

Item	Duration	Total Price
EQUIPMENT SERVICE PACK ONLY	1 YR	990.00
<b>Total Price</b>		<b>990.00</b>

\*Support values listed above are total for all applicable products in each section of this order form

## QUOTE SUMMARY

Description	Total Price
Subtotal	15,990.00
Deposit	0.00
Tax	0.00
<b>Grand Total</b>	<b>15,990.00</b>

**FORT WORTH ISD****Kronos Incorporated**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

*Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.*

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE ANNUAL MAINTENANCE RENEWAL FOR THE DISTRICT’S ENTERPRISE RESOURCE PLANNING SYSTEM FOR 2020-2021**

**BACKGROUND:**

The annual maintenance of the District’s Enterprise Resource Planning (ERP) solution that manages financials, procurement, human resources, payroll and revenues is due for renewal. It includes all the modules that will be used in the 2020-2021 school year as well as maintenance, support and upgrade.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2020-2021
2. Decline to Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2020-2021
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for 2020-2021

**FUNDING SOURCE**

*Additional Details*

General Fund	199-53-6249-802-999-99-423-000000.....\$532,782.94 199-53-6299-001-750-99-431-000000.....\$18,576.36
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**COST:**

\$551,359.30

**VENDOR:**

Tyler Technologies, Inc.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an interlocal contract. Pricing obtained through the Interlocal Purchasing System (TIPS), Contract 181203. Supporting documentation is attached. This vendor was originally selected through RFP 06-131.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

This purchase will allow the District to continue to receive support and maintenance for the ERP system during the 2020-2021 school year.

**INFORMATION SOURCE:**

Art Cavazos  
Michael Ball  
Kermit Spears



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE  
 PROFORMA**

**Empowering people who serve the public®**

**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	143643	08/17/2020	1 of 3

To: FORT WORTH ISD  
 ATTN: ACCOUNTS PAYABLE  
 100 N. UNIVERSITY DRIVE, SUITE 140E  
 FORT WORTH, TX 76107

Ship To: FORT WORTH ISD  
 ATTN: ACCOUNTS PAYABLE  
 100 N. UNIVERSITY DRIVE, SUITE 140E  
 FORT WORTH, TX 76107

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2668		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: MUNIS							
25 Renewal: MUN-FIN-EPRO-MNT SUPPORT & UPDATE LICENSING - ePROCUREMENT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	9,626.81	.00	9,626.81
26 Renewal: MUN-DR-REC TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
27 Renewal: TYL-TRANSP-SUB TRANSPARENCY PORTAL Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	18,576.36	.00	18,576.36
4 Renewal: MUN-RS-BOB-MNT SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	23,795.95	.00	23,795.95
5 Renewal: MUN-FIN-CM-MNT SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	9,213.61	.00	9,213.61
6 Renewal: MUN-FIN-EER-MNT SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	7,758.10	.00	7,758.10
7 Renewal: MUN-HR-ESS-MNT SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	16,809.22	.00	16,809.22
8 Renewal: MUN-FIN-FA-MNT SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	20,688.27	.00	20,688.27
9 Renewal: MUN-RB-GB-MNT SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	8,890.36	.00	8,890.36



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE  
 PROFORMA**

**Empowering people who serve the public®**

**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	143643	08/17/2020	2 of 3

No. Item/	Description/	Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10	Renewal: MUN-HR-HR-MNT SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	20,688.27	.00	20,688.27
11	Renewal: MUN-FIN-INV-MNT SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	20,688.27	.00	20,688.27
12	Renewal: MUN-RS-MO-MNT SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	14,223.18	.00	14,223.18
13	Renewal: MUN-HR-PRESS-MNT SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	53,336.92	.00	53,336.92
14	Renewal: MUN-FIN-PGA-MNT SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	12,930.16	.00	12,930.16
15	Renewal: MUN-FIN-PO-MNT SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	21,334.78	.00	21,334.78
16	Renewal: MUN-FIN-REQ-MNT SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	14,934.69	.00	14,934.69
17	Renewal: MUNSUPPORT-H-PORTAL SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	16,809.22	.00	16,809.22
18	Renewal: MUN-HR-TMK-MNT SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	7,111.60	.00	7,111.60
19	Renewal: MUN-FIN-CASH-MNT SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	14,934.69	.00	14,934.69
20	Renewal: TYL-CASH-MNT SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months		No	1	1	EA	24,890.50	.00	24,890.50
21	Renewal: MUNFM-SUP-GH TYLER FORM PROCESSING SUPPORT		No	1	1	EA	5,387.57	.00	5,387.57



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

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**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	143643	08/17/2020	3 of 3

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
	Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months :							
22	Renewal: MUN-CAL-TMNT GUI UNLIMITED LICENSE SUPPORT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months :	No	1	1	EA	13,650.00	.00	13,650.00
23	Renewal: TCM-SE-MNT SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	20,942.94	.00	20,942.94
24	Renewal: MUNOSDBA TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
1	Renewal: MUN-FIN-ACGL-MNT SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	82,429.82	.00	82,429.82
2	Renewal: MUN-RB-AR-MNT SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	18,911.21	.00	18,911.21
3	Renewal: MUN-HR-ATAPI-MNT SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	8,890.36	.00	8,890.36

Does not include any applicable taxes

Order Total: **547,452.86**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

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 PROFORMA**

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**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	143031	08/25/2020	1 of 1

To: FORT WORTH ISD  
 ATTN: ACCOUNTS PAYABLE  
 100 N. UNIVERSITY DRIVE, SUITE 140E  
 FORT WORTH, TX 76107

Ship To: FORT WORTH ISD  
 ATTN: ACCOUNTS PAYABLE  
 100 N. UNIVERSITY DRIVE, SUITE 140E  
 FORT WORTH, TX 76107

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2668		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: VersaTrans							
1 Renewal: VSTTTSUPPORT VersaTrans TripTracker Extended Support Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	3,906.44	.00	3,906.44

Does not include any applicable taxes

Order Total: **3,906.44**

Comments: **Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)**



# THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



EMAIL PO & VENDOR QUOTE TO: [TIPSP0@TIPS-USA.COM](mailto:TIPSP0@TIPS-USA.COM)

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

#### Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



Print

VENDOR [Tyler Technologies Inc](#)

PO Box 203556 Dallas TX,75320

WEBSITE [www.tylertech.com](http://www.tylertech.com)

SERVICE/PRODUCTS  
DESCRIPTION

With more than 15,000 clients, Tyler Technologies is the largest provider of software and services for the public sector. Tyler provides end-to-end software and services to help state and local government and schools be more effective, efficient and responsive to the people they serve. Because of our singular mission and decades of industry experience, we have a unique understanding of and expertise in all aspects of the public sector and interact with more than 11,000 jurisdictions and agencies. Tyler solutions empower local and county governments, schools and other public sector entities to better serve citizens. We provide the industry's broadest line of software products, and offer clients a single source for all their information and technology needs in several major areas: Financial and Human Resources, K-12 School solutions, Courts & Justice, Appraisal and Tax, Record & Document Management, Citizen Services, Planning, Permitting & Licensing and Public Safety.

CONTRACT: **181203** **Management Software and Services**

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**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE RENEWAL OF ONLINE RESEARCH AND  
INFORMATION DATABASES**

**BACKGROUND:**

Annual subscription renewal for online access to full-text magazine and journal articles, licensed images, and other authoritative full-text multimedia content for student inquiry, curriculum support and enrichment. Subscription period is August 1, 2020 through July 31, 2021. Detailed database usage statistics available through Library Media Services.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of Online Research and Information Databases
2. Decline to Approve Renewal of Online Research and Information Databases
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Online Research and Information Databases

**FUNDING SOURCE**

***Additional Details***

General Fund

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

**COST:**

\$156,182

**VENDOR:**

EBSCO Information Services

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 29

Compliant Bids: 203

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

Usage statistics for a twelve-month period indicate that District students and staff conducted 352,075 online searches on the online databases.

**INFORMATION SOURCE:**

Jerry Moore



# Product Order Form

<b>CustID:</b>	ftisd
<b>OrderID:</b>	WSR551975
<b>Date:</b>	08/22/2020

10 Estes Street  
P.O. Box 682  
Ipswich, MA 01938  
USA  
www.ebsco.com

(978) 356-6500  
(800) 653-2726  
**Fax:** (978) 356-5640  
information@epnet.com

**Purchasing Customer**

FORT WORTH ISD  
RESOURCE CENTER  
3150 MCCART ST  
FORT WORTH, TX, 76110  
USA

**Billing Address**

FORT WORTH INDEPENDENT SCHOOL DISTRICT  
ACCOUNTS PAYABLE DEPT  
100 N UNIVERSITY  
FORTH WORTH, TX, 76107-1300  
USA

**Contact:**

Jennifer LaBoon  
817-814-3120  
jennifer.laboon@fwisd.org

**Your invoice will be sent to:**

Accounts Payables  
accountspayables@fortworthisd.net

Product Name	Begin Date	Expire Date	Price
<b>Package 08/22/2020 11:07:25 AM</b>			\$156,182.00
Biography Reference Center	08/01/2020	07/31/2021	
Vocational Search and Career Collection	08/01/2020	07/31/2021	
Science & Technology Collection	08/01/2020	07/31/2021	
Alt HealthWatch: HOST	08/01/2020	07/31/2021	
Religion and Philosophy Collection	08/01/2020	07/31/2021	
Salud en Espanol	08/01/2020	07/31/2021	
Natural & Alternative Treatments	08/01/2020	07/31/2021	
Psychology and Behavioral Sciences Collection : HOST	08/01/2020	07/31/2021	
Military and Government Collection	08/01/2020	07/31/2021	
MEDLINE	08/01/2020	07/31/2021	
Medic Latina	08/01/2020	07/31/2021	
Legal Collection	08/01/2020	07/31/2021	
Information Science and Technology Abstracts	08/01/2020	07/31/2021	
Health Source: Nursing/Academic Edition : HOST	08/01/2020	07/31/2021	
Fuente Academica	08/01/2020	07/31/2021	
Computer Source: Consumer Edition : HOST	08/01/2020	07/31/2021	
Book Collection: Nonfiction Grades 5-8	08/01/2020	07/31/2021	
Book Collection: Nonfiction Grades 9-12	08/01/2020	07/31/2021	
Book Collection Nonfiction: Elementary School Edition	08/01/2020	07/31/2021	
Bibliography of Native North Americans	08/01/2020	07/31/2021	
Serials Directory : HOST	08/01/2020	07/31/2021	
Literary Reference Center Plus	08/01/2020	07/31/2021	
Ultra Online Package: K-12	08/01/2020	07/31/2021	
Texas Reference Center	08/01/2020	07/31/2021	
Science Reference Center	08/01/2020	07/31/2021	
Points of View Reference Center	08/01/2020	07/31/2021	
Primary Search : HOST	08/01/2020	07/31/2021	
NoveList K-8 Plus	08/01/2020	07/31/2021	
NoveList Plus	08/01/2020	07/31/2021	
Middle Search Plus : HOST	08/01/2020	07/31/2021	
History Reference Center	08/01/2020	07/31/2021	
MasterFILE Premier : HOST	08/01/2020	07/31/2021	
Education Research Complete	08/01/2020	07/31/2021	
Consumer Health Complete	08/01/2020	07/31/2021	
Business Source Complete	08/01/2020	07/31/2021	
Academic Search Complete	08/01/2020	07/31/2021	
Middle Search Reference eBook Subscription	08/01/2020	07/31/2021	
MasterFILE Reference eBook Subscription	08/01/2020	07/31/2021	
Biography Reference Center eBook Subscription	08/01/2020	07/31/2021	72
History Reference Center eBook Subscription	08/01/2020	07/31/2021	
Consumer Health Reference Center eBook Subscription	08/01/2020	07/31/2021	
Literary Reference Center eBook Subscription	08/01/2020	07/31/2021	



# Product Order Form

<b>CustID:</b>	ftisd
<b>OrderID:</b>	WSR551975
<b>Date:</b>	08/22/2020

10 Estes Street  
P.O. Box 682  
Ipswich, MA 01938  
USA  
www.ebsco.com

(978) 356-6500  
(800) 653-2726  
**Fax:** (978) 356-5640  
information@epnet.com

Primary Search Reference eBook Subscription	08/01/2020	07/31/2021	
MAS Reference eBook Subscription	08/01/2020	07/31/2021	
Science Reference Center eBook Subscription	08/01/2020	07/31/2021	
Single Sign-On Connection	09/01/2020	08/31/2021	

Total: \$156,182.00  
The above excludes all applicable tax  
Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

### Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Please sign, scan and email this form to: WENDY LYON at [wlyon@ebsco.com](mailto:wlyon@ebsco.com)

Thank you for your business!

If unable to scan, please fax to: 978 356-5640

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC:     **APPROVE CONTRACT AND PURCHASE OF COLLEGE READINESS TESTING MATERIALS FOR THE 2020-2021 SCHOOL YEAR****

**BACKGROUND:**

Academic readiness is a key component in post-secondary success for Fort Worth ISD students. The college assessments suite provides a pathway for academic readiness and allows students to have access to college readiness testing materials. The student assessment plan includes the PSAT/NMSQT for all 10<sup>th</sup> and 11<sup>th</sup> grade students and the SAT School Day Test for all 11<sup>th</sup> grade students. Fort Worth ISD’s Early Participation program exposes students to the exam format and free, personalized practice materials. The PSAT/NMSQT grants access to an identifying tool utilized to determine student Advanced Placement potential. Specifically, the SAT 11<sup>th</sup> grade School Day Test allows juniors to acquire SAT college entrance exam scores in the spring. Lastly, these college assessments provide meaningful data on the strengths and weaknesses of the District’s curriculum.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contract and Purchase of College Readiness Testing Materials for the 2020-2021 School Year
2. Decline to Approve Contract and Purchase of College Readiness Testing Materials for the 2020-2021 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract and Purchase of College Readiness Testing Materials for the 2020-2021 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6339-OWA-999-38-378-000000

**COST:**

\$356,121

**VENDOR:**

College Board

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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**

10<sup>th</sup> and 11<sup>th</sup> Grade Students-PSAT/NMSQT

11<sup>th</sup> Grade Students-SAT School Day

**RATIONALE:**

Fort Worth ISD students were the first student cohorts in the state and nation to have exposure to the College Board’s newly designed suite of college readiness assessments. The new suite of assessments will have a construct of evidence-based reading and writing while mathematics will require skills in problem solving, data analysis and acquired skills in advanced mathematical equations. The redesigned suite is aligned to the skills needed to succeed in advanced placement, college writing assignments, college and career training. Research (“College Board’s District Integrated Summary Report”) indicates that District’s graduating participation in the SAT as evidenced in the “College Bound Senior Report” has increased from 3,888 participants in 2015-2016 to 4,266 participants in the 2018-2019 school year.

**INFORMATION SOURCE:**

David Saenz

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027865**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **October 01, 2020** ("Effective Date"), by and between Fort Worth Independent School District ("Client") and the College Board (the "College Board").

**WHEREAS**, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services & Deliverables.** The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of September 01, 2020 and, unless sooner terminated as provided herein, will expire on June 30, 2021 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

**2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Deliverables furnished during the 2020-2021 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

**5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law, without the waiver of any immunity or defense, and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

**9.0 Miscellaneous.**

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Contractsmanagement@collegeboard.org

**With a copy to**  
Legal Department

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Legalnotice@collegeboard.org

**To Client:**

Kent Paredes Scribner  
Superintendent  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, TX 76107  
Tel: (817) 814-1900  
kent.scribner@fwisd.org

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for Deliverables received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

*DS*  
08/31/2020

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**COLLEGE BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized PSAT/NMSQT<sup>®1</sup> test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

**II. SCOPE**

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the schools designated by Client in Section IV (List of Participating Schools):

**1. Materials for Students:**

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

**2. Materials for Schools:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential<sup>™</sup>, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide (one copy sent to each school).
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

**3. Reports for District:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

**5. Required Information.** Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools cannot be made after **September 11, 2020**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

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<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

In the event that any of Client’s schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

### III. PSAT/NMSQT TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks<sup>2</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

**2. PSAT/NMSQT Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

**3. PSAT/NMSQT Assessment Administration.** The exam shall be administered on **October 14, 2020**. The alternate exam administration is **October 29, 2020** (revised from October 28). Applicable provisional exam administration date(s) will be posted on <https://collegereadiness.collegeboard.org/important-dates>. Client shall comply with the published security and administration guidelines for College Board’s national assessments set forth in the PSAT/NMSQT Coordinator Manual.

- a. Client Testing Delays.** Participating Schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require Participating Schools to close for reasons beyond the reasonable control of such Participating Schools (for example, including, but not limited to, severe weather, extended power outages or a teacher’s strike) (a ‘PN Delay Event’), College Board will work with Client and Participating Schools to shift testing to the alternate Wednesday administration, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the Participating Schools for the alternate Wednesday administration, or should a PN Delay Event otherwise prevent the Participating Schools from administering the PSAT/NMSQT on the alternate Wednesday administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by a PN Delay Event up to one week prior to the alternate Wednesday administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the alternate Wednesday administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the alternate Wednesday administration. No additional administration of the PSAT/NMSQT will be made available after the alternate Wednesday administration. Client understands that by selecting the 2nd Wednesday as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client’s students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Amon Carter-Riverside High School	442500
Arlington Heights High School	442505
Benbrook Middle-High School	440597
Diamond Hill-Jarvis High School	442515
Dunbar High School	442516

<sup>2</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

Eastern Hills High School	442518
Green B Trimble Technical High School	442570
IM Terrell Academy For Stem And Vpa	441356
Marine Creek Collegiate High School	442609
Metro Opportunity High School	442539
North Side High School	442545
O D Wyatt Senior High School	442548
Polytechnic High School	442555
Robert L Paschal High School	442560
South Hills High School	442501
Southwest High School	442565
Success High School	442561
Tarrant County College South / FWISD Collegiate High School	442616
Texas Academy Of Biomedical Sciences	442492
Western Hills High School	442575
World Languages Institute	440194
Young Mens Leadership Academy	442617
Young Womens Leadership Academy	442489

## V. FEE CALCULATION

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule (“Budget Schedule”) and Client’s official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>3</sup> to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available (‘Suite Pricing’ and ‘Multi-Assessment Pricing’). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT (‘PN’) and PSAT 10 (‘P10’) are considered one assessment.

National School Lunch Program (NSLP) Percentage	<b>Suite Pricing:</b> PSAT/NMSQT with PSAT 8/9 and SAT School Day	<b>Multi-Assessment Pricing:</b> • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <b>two</b> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2020**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided

<sup>3</sup> College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$17.00 per student.

**3. Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

**4. Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

## SAT SCHOOL DAY PROGRAM SCHEDULE

### I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. College Board will assist Client in administering the SAT exam during a school day. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the ‘Program’). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

### II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

#### 1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

#### 2. Materials for Participating Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

#### 3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at [collegeboard.org/SSD](http://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
September 23, 2020	August 21, 2020
October 14, 2020	September 4, 2020
March 3, 2021	January 29, 2021
March 24, 2021	February 12, 2021
April 13, 2021	March 12, 2021
April 27, 2021	March 26, 2021

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

7. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of College Board's procedures, policies, and protocols related to national test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**

9. **SAT School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

#### SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2021 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

### SAT Administration

**3. SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 03, 2021	March 24, 2021

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 27, 2021 Primary Test Date.

**4. Administering the SAT.** The SAT will be administered to students under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Amon Carter-Riverside High School	442500	SAT School Day: March 3, 2021
Arlington Heights High School	442505	SAT School Day: March 3, 2021
Benbrook Middle-High School	440597	SAT School Day: March 3, 2021
Diamond Hill-Jarvis High School	442515	SAT School Day: March 3, 2021
Dunbar High School	442516	SAT School Day: March 3, 2021
Eastern Hills High School	442518	SAT School Day: March 3, 2021
Green B Trimble Technical High School	442570	SAT School Day: March 3, 2021
IM Terrell Academy For Stem And Vpa	441356	SAT School Day: March 3, 2021
Marine Creek Collegiate High School	442609	SAT School Day: March 3, 2021
Metro Opportunity High School	442539	SAT School Day: March 3, 2021
North Side High School	442545	SAT School Day: March 3, 2021
O D Wyatt Senior High School	442548	SAT School Day: March 3, 2021
Polytechnic High School	442555	SAT School Day: March 3, 2021
Robert L Paschal High School	442560	SAT School Day: March 3, 2021
South Hills High School	442501	SAT School Day: March 3, 2021
Southwest High School	442565	SAT School Day: March 3, 2021
Success High School	442561	SAT School Day: March 3, 2021
Tarrant County College South / FWISD Collegiate High School	442616	SAT School Day: March 3, 2021

Texas Academy Of Biomedical Sciences	442492	SAT School Day: March 3, 2021
Western Hills High School	442575	SAT School Day: March 3, 2021
World Languages Institute	440194	SAT School Day: March 3, 2021
Young Mens Leadership Academy	442617	SAT School Day: March 3, 2021
Young Womens Leadership Academy	442489	SAT School Day: March 3, 2021

## V. FEE CALCULATION

**1. Fees.** Client shall pay College Board \$50.00 for each Participant for the 2020-2021 SAT with Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT with Essay answer sheets indicate that they are not in a participating cohort.

Client shall pay College Board a fee which shall be an amount not to exceed \$37.00 for each Participant for the 2020-2021 SAT without Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

**2. Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the Participating Schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

**3. Unused Tests.** The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their total test booklets ordered. Participating Schools that use at least 80% of the total tests ordered will not incur an unused test fee.

**VI. CLIENT CONTACT INFORMATION**

	Primary <sup>4</sup>	Data Recipient <sup>5</sup>	Billing <sup>6</sup>	Bulk Registration (optional) <sup>7</sup>
Name:	Anita Perry	Sara Arispe	David Saenz	Anita Perry
Title:	Executive Director, Collegiate Programming & Advisement	Director of Institutional Research	Chief Innovation Officer	Executive Director, Collegiate Programming & Advisement
Address:	100 North University Drive Suite Nw 249	100 North University Drive Suite NE226	100 N. University Dr.	100 North University Drive Suite Nw 249
City/State/Zip:	Fort Worth, TX 76107	Fort Worth, TX 76107	Fort Worth, TX 76107	Fort Worth, TX 76107
Phone:	(817) 814-2575	8178712422	817-814-2580	(817) 814-2575
Email:	anita.perry@fwisd.org	sara.arispe@fwisd.org	david.saenz@fwisd.org	anita.perry@fwisd.org

<sup>4</sup> This is the person to whom College Board should direct primary communications.

<sup>5</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>6</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>7</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2020	June 30, 2021	5,467	\$17.00	\$92,939.00	\$21,868.00	\$71,071.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2020	June 30, 2021	6,367	\$17.00	\$108,239.00	\$25,468.00	\$82,771.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2020	June 30, 2021	5,467	\$52.00	\$284,284.00	\$82,005.00	\$202,279.00

Subtotal: \$485,462.00

Total Discount: \$129,341.00

Total Cost: \$356,121.00

**COVID-19 Pandemic Contingency Plans.** The parties agreed and understand that due to the Covid-19 pandemic and for reasons beyond the reasonable control of either party, either party may be prohibited from delivering its obligations and/or fulfilling its responsibilities. College Board shall solely determine whether it shall be able to fulfill its obligations to offer the assessments which are the subject of this Agreement, and Client shall solely determine whether it can administer the assessment which are the subject of this Agreement. If Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in schools in accordance with this Agreement, Client shall be relieved of its obligation to pay College Board for any assessment(s) which it cannot administer because of the COVID-19 pandemic. If Client can administer an assessment to a portion of its students but not the full cohort, College Board shall provide a revised budget schedule; provided, that Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in accordance with this Agreement. Any notification to College Board of Client's inability to administer College Board assessments must be provided in advance of the schedule test date(s).

If Client has received secure test material, Client agrees to safeguard such material (including by way of example, to store in a locked office and/or cabinets, to maintain the packaging seal on the boxes) and, if requested, to return such material to College Board. Client is prohibited from administering the assessment(s) on any day, or in any manner, that is not permitted by College Board and/or to use the assessment(s) for any other purpose.

College Board will work with Client to mutually agree on a back-up administration plan and date, to the extent possible; provided, that the parties failure to agree on a backup plan shall permit the parties to immediately terminate this Agreement. Client must notify College Board in writing (with email to suffice) of its request to use a published back-up administration date in advance of the originally scheduled test date. For a SAT School Day administration, the back-up administration shall be an available make-up date. For the PSAT/NMSQT, the back-up administration shall be the Alternate Test Day found here: <https://collegereadiness.collegeboard.org/important-dates>. However, if the Client had chosen to use the PSAT/NMSQT Alternate Test Day as their primary test date, there will be no available back-up administration date. If the parties agree to administer the assessment(s) on an available back-up date, College Board shall determine in its sole discretion whether to ship Client replacement tests or whether Client shall use previously shipped unused tests. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to immediately notify College Board of the need for a test day change in time to allow delivery of test materials one week prior to the back-up administration. College Board shall use commercially reasonable efforts to timely deliver such material; provided,

however, College Board shall not be responsible for the failure of any third-party shipping company to deliver such material because of delays caused by COVID-19.

College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by such delay up to one week prior to the alternate administration. College Board reserves the right, in its sole discretion, to charge for any additional reasonable fees associated with rush deliveries, publication reprints or incremental support incurred within seven (7) days of the alternate administration.

College Board reserves the right to decline to offer additional administrations beyond the published testing dates or testing windows, as may be amended by College Board.

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE OF HEADPHONES FOR TESTING: ALL  
ELEMENTARY CAMPUSES**

**BACKGROUND:**

As part of our focus on foundational literacy, students in grades K-3 participate in MAP Reading Fluency progress monitoring at the beginning, middle, and end of a school year. During the assessment, students need noise-cancelling headphones with a boom mic to listen & respond during the assessment. Fluency is a key component of literacy. Increasing the number of headphones at each elementary campus will increase efficiency for students and teachers. This purchase will help students avoid sharing the headphones during the COVID-19 pandemic during the assessment.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Headphones for Testing: All Elementary Campuses
2. Decline to Approve Purchase of Headphones for Testing: All Elementary Campuses
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Headphones for Testing: All Elementary Campuses

**FUNDING SOURCE**

General Fund

***Additional Details***

199-11-6396-015-XXX-24-307-000000

**COST:**

\$739,856

**VENDOR:**

CDW-G

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Sourcewell Contract 081419. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All FWISD Elementary Campuses

**RATIONALE:**

English Learners in K-12 participate in the state-mandated testing which also requires noise-cancelling headphones. As part of monitoring progress in acquisition of English, students are assessed in all four domains of literacy: listening, speaking, reading, & writing. These student results are used as a component of both state and federal accountability.

**INFORMATION SOURCE:**

Jerry Moore

# QUOTE CONFIRMATION



**DEAR LIZBETH MEDINA,**

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
LLNG786	6/4/2020	25.HEADSETS+CASE	0926086	\$284.56

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">AVID AE-36 - Classroom Pack - headset</a> Mfg. Part#: 8EDU-24CPAE-36WH UNSPSC: 43191609 sku includes (24) headsets and (1) small case that can house around (25) headsets. Contract: FWISD Sourcewell #081419 (081419#CDW)	1	4547391	\$274.96	\$274.96
<a href="#">Avid AE-36 - headset</a> Mfg. Part#: 1EDU-AE36WH-ITE UNSPSC: 43191609 Single headset to go with 24PK, total 25 on quote. Contract: FWISD Sourcewell #081419 (081419#CDW)	1	4547319	\$9.60	\$9.60

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	SUBTOTAL	\$284.56
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	<b>GRAND TOTAL</b>	<b>\$284.56</b>
<b>DELIVER TO</b> <b>Shipping Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST LIZBETH MEDINA 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Shipping Method:</b> UPS Ground	<b>Please remit payments to:</b> 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  
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LocID	CampusName	Number of Teachers					Total	Total Campus
		KG	1st	2nd	3rd			
026	Jo Kelly School	1	2	2	1	6	\$ 1,707.36	
063	Como Montessori (K-8)	2	9	10	10	31	\$ 8,821.36	
101	Carlson, Alice ALC	3	6	6	6	21	\$ 5,975.76	
103	Benbrook ES	7	7	9	9	32	\$ 9,105.92	
104	Boulevard Heights School		3	4	4	11	\$ 3,130.16	
105	West Handley ES	4	8	8	9	29	\$ 8,254.24	
107	Burton Hill ES	6	11	11	10	38	\$ 10,813.28	
110	Peak ES, Carroll	7	9	8	7	31	\$ 8,821.36	
111	Carter Park ES	8	8	8	9	33	\$ 9,390.48	
114	Jara ES, Manuel		12	13	11	36	\$ 10,244.16	
115	Clarke ES, George C.	3	6	6	6	21	\$ 5,975.76	
116	Clayton ES, Lily B.	4	9	10	10	33	\$ 9,390.48	
117	Como ES	4	8	6	6	24	\$ 6,829.44	
118	Peace ES, Hazel Harvey	6	8	8	7	29	\$ 8,252.24	
119	Daggett ES, E. M.	6	11	8	9	34	\$ 9,675.04	
120	Mendoza ES, Rufino		9	10	9	28	\$ 7,967.68	
121	De Zavala ES	4	6	6	5	21	\$ 5,975.76	
122	Diamond Hill ES	5	9	10	11	35	\$ 9,959.60	
123	Dillow ES, S.S.	4	7	7	7	25	\$ 7,114.00	
124	Logan ES, Maude I.	5	9	11	9	34	\$ 9,675.04	
125	Eastern Hills ES	7	12	9	11	39	\$ 11,097.84	
126	East Handley ES	8	10	8	10	36	\$ 10,244.16	
127	Moss ES, Christene C.	5	8	9	8	30	\$ 8,536.80	
129	John T. White Elem Sch	6	10	9	11	36	\$ 10,244.16	
130	Beal ES, Harlean	7	7	8	8	30	\$ 8,536.80	
131	Rosemont Park Elem Sch	4	8	7	11	30	\$ 8,536.80	
132	Glen Park ES	10	7	10	9	36	\$ 10,244.16	
133	Green ES, W.M.	11	9	10	11	41	\$ 11,666.96	
134	Greenbriar ES	5	7	9	10	31	\$ 8,821.36	
135	Van Zandt-Guinn ES	4	6	8	9	27	\$ 7,683.12	
137	Hubbard Heights ES	5	8	8	9	30	\$ 8,536.80	
138	Helbing ES, H.V.	9	7	6	6	28	\$ 7,967.68	
139	Kirkpatrick ES, Milton L.	4	7	6	7	24	\$ 6,829.44	
141	Meadowbrook ES	4	12	11	12	39	\$ 11,097.84	
143	McRae ES, D.	4	9	10	10	33	\$ 9,390.48	
144	Mitchell Boulevard ES	4	7	6	9	26	\$ 7,398.56	
146	Moore ES, M.H.	5	8	8	8	29	\$ 8,252.24	
147	Morningside ES	3	8	11	8	30	\$ 8,536.80	
148	Nash ES, Charles L	2	5	5	5	17	\$ 4,837.52	
149	North Hi Mount ES	3	6	6	6	21	\$ 5,975.76	
150	Oakhurst ES	4	8	9	9	30	\$ 8,536.80	
151	Howell ES, Natha	3	7	7	8	25	\$ 7,114.00	
152	Oaklawn ES	4	8	10	9	31	\$ 8,821.36	
153	Pate ES, A.M.	4	8	11	8	31	\$ 8,821.36	
154	Phillips ES, Mary Louise	10	9	10	11	40	\$ 11,382.40	

156	Ridglea Hills ES	11	12	13	13	49	\$ 13,943.44
157	Merrett ES, Luella	4	11	7	10	32	\$ 9,105.92
159	Williams ES, Versia L.	6	6	7	9	28	\$ 7,967.68
160	Walton ES, Maudrie M.	5	8	9	9	31	\$ 8,821.36
161	Rosen ES, Sam	4	7	7	7	25	\$ 7,114.00
162	Sagamore Hill ES	6	8	8	8	30	\$ 8,536.80
163	Shulkey ES, Bruce	5	9	9	11	34	\$ 9,675.04
165	Wilson ES, Richard J.	4	8	7	8	27	\$ 7,683.12
166	South Hi Mount ES	4	8	9	9	30	\$ 8,536.80
167	South Hills ES	12	9	8	9	38	\$ 10,813.28
168	Springdale ES	4	8	6	6	24	\$ 6,829.44
169	Sunrise-McMillan ES	4	6	6	8	24	\$ 6,829.44
171	Tanglewood ES	12	12	11	13	48	\$ 13,658.88
172	Turner ES, W.J.	3	7	7	7	24	\$ 6,829.44
175	Washington Heights ES	2	7	7	8	24	\$ 6,829.44
176	Waverly Park ES	11	11	13	12	47	\$ 13,374.32
177	Westcliff ES	5	8	12	8	33	\$ 9,390.48
178	Westcreek ES	8	13	12	16	49	\$ 13,943.44
180	Western Hills (2-5)			15	16	31	\$ 8,821.36
184	Worth Heights ES	5	8	9	8	30	\$ 8,536.80
186	Sellars ES, David K.	6	10	10	12	38	\$ 10,813.28
187	Stevens ES, J.T.	4	7	9	7	27	\$ 7,683.12
188	McDonald ES, Atwood	3	6	10	6	25	\$ 7,114.00
190	Riverside ALC	3	7	7	12	29	\$ 8,252.24
194	Daggett Montessori (K-8)	3	12	12	12	39	\$ 11,097.84
206	Elliott ES, Bill J.	5	7	7	7	26	\$ 7,398.56
207	Westpark ES	11	12	13	10	46	\$ 13,089.76
208	Sims ES, T.A.	6	10	11	10	37	\$ 10,528.72
209	Briscoe ES, Edward J.	4	5	6	6	21	\$ 5,975.76
216	Woodway ES	5	11	8	9	33	\$ 9,390.48
219	Lowery Road ES	8	10	9	9	36	\$ 10,244.16
220	Contreras ES, Alice D.	6	10	12	11	39	\$ 11,097.84
221	Western Hills Primary (PreK-1)	14	14			28	\$ 7,967.68
222	Davis ES, Clifford	12	9	9	14	44	\$ 12,520.64
223	Chavez, Cesar Elementary	5	8	8	9	30	\$ 8,536.80
224	Ellis, M.G. Primary (PreK-K)	13				13	\$ 3,699.28
225	Bonnie Brae ES	3	10	12	11	36	\$ 10,244.16
226	Seminary Hills Park ES	5	8	7	8	28	\$ 7,967.68
227	Huerta ES, Dolores	5	12	10	14	41	\$ 11,666.96
252	Insights				4	4	\$ 1,138.24
		450	692	714	744	2600	
							\$ 739,858.00

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE RENEWAL OF ENHANCED WARRANTY SUPPORT FOR STUDENT CHROMEBOOKS IN THE DiG-iN LAPTOP INITIATIVE**

**BACKGROUND:**

The District purchased 45,000 ChromeBooks for the DiG-iN One-to-One student laptop initiative in 2018-2019 for middle and high school students. Purchase of Enhanced Warranty Support will provide onsite warranty support including parts, technicians and facilitated repairs for these student Chromebooks.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of Enhanced Warranty Support for Student ChromeBooks in the DiG-iN Laptop Initiative
2. Decline to Approve Renewal of Enhanced Warranty Support for Student ChromeBooks in the DiG-iN Laptop Initiative
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Enhanced Warranty Support for Student ChromeBooks in the DiG-iN Laptop Initiative

**FUNDING SOURCE**

TRE

*Additional Details*

198-11-6299-001-XXX-11-423-000000

**COST:**

\$618,750

**VENDOR:**

CDW-G

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Sourcwell Contract 081419. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

The purchase of Enhanced Warranty Support will provide efficient and timely warranty support and repairs for student one-to-one Chromebooks

**INFORMATION SOURCE:**

Art Cavazos

# QUOTE CONFIRMATION



**DEAR WYATT SLEDGE,**

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
LPMP183	8/20/2020	BREAKFIX RENEWAL TO 11.30.21	926086	<b>\$618,750.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b><u>FWISD(TX)-BREAKFIX-PER UNIT</u></b>	45000	5796129	\$13.75	\$618,750.00
Mfg. Part#: EBR-44717-1 12 months of Break Fix Renewal Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$618,750.00
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		<b>GRAND TOTAL</b>	<b>\$618,750.00</b>
		<b>DELIVER TO</b> <b>Shipping Address:</b> FORT WORTH ISD 4711-B #64 HWY 36 SOUTH ROSENBERG, TX 77471 <b>Phone:</b> (817) 814-2120 <b>Shipping Method:</b>	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	K12 North Texas Account Team - Mike & Eric	(866) 301-5739   k12northtexas@cdwg.com

For more information, contact a CDW account manager  
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# CHANGE ORDER

<b>Project Name:</b>	Break Fix Enhanced Support	<b>Project Manager:</b>
<b>Customer Name:</b>	Fort Worth Independent School District (TX)	Eric Althoff 866-222-3168 ericalt@cdwg.com
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Effective Date:</b>	June 16, 2020	<b>Requesting Party:</b>
<b>Change ID:</b>	REQ44717-2	Edward Wolf

This change order (“**Change Order**” or “**CO**”) is made and entered into this June 16, 2020 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Seller**” and “**we**”), and Fort Worth Independent School District (TX) (“**Customer**” and “**you**”), and amends that certain Break Fix Enhanced Support Statement of Work made effective October 15, 2019 (“**Statement of Work**” or “**SOW**”).

## CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

Current Break / Fix SKU per the SOW is for a 12-month duration. This Change Order adds additional services SKU’s for Break/Fix services with the option to purchase 1 month to 11 months. All services will remain the same.

## ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

1 Month	1.15
2 Months	2.30
3 Months	3.44
4 Months	4.60
5 Months	5.75
6 Months	6.90
7 Months	8.05
8 Months	9.20
9 Months	10.35
10 Months	11.50
11 Months	12.65
12 Months	13.75

# SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

## CDW Government LLC

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The following PSM has given approval:

Kristin Makhobey

## Fort Worth Independent School District (TX)

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Join



### CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

Contract Documents

Pricing

Contact Information

## Products & Services

**\*\*COVID-19 Update\*\***

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### CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services

Contract Documents

Pricing

Contact Information

## Contract Documents

Technology Catalog Solutions

Contract #081419-CDW

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

### Contract Documentation

- [Request for Proposal \(RFP\)](#) (272.31 KB)
- [Contract](#) (816.09 KB)

### Competitive Solicitation Documentation

- [Proof of Publication](#) (2.26 MB)
- [Proposal Opening Record Page](#) (115.6 KB)
- [Proposal Evaluation](#) (159.06 KB)
- [Evaluation Committee Comment & Review](#) (186.46 KB)

# STATEMENT OF WORK

<b>Project Name:</b>	Break Fix Enhanced Support	<b>Seller Representative:</b>
<b>Customer Name:</b>	Fort Worth Independent School District (TX)	Mike Chiesa 866.301.5739
<b>CDW Affiliate:</b>	CDW Government LLC	MikeChi@CDW.com
<b>SOW Created Date:</b>	August 16, 2019	<b>Solution Architect:</b>
<b>Version:</b>	6	Jason Bay

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Fort Worth Independent School District (TX) (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

#### OVERVIEW

Provider will perform the following Service at the site set forth in Exhibit A, or at other sites agreed to between the Parties (“**Site**”):

Provider will work with Customer to provide enhanced break/fix services on chrome devices at approximately fifty (50) locations across the District. The project duration is anticipated to be four (4) years with a start date to be determined and includes the option to renew in one-year increments as mutually agreed upon.

#### PROJECT MANAGEMENT

Provider Project Coordinator is responsible for the overall coordination of Provider team efforts in the successful completion of a project in terms of Customer satisfaction and schedule. Additionally, the Project Coordinator will provide project personnel with guidance in all areas of the engagement and is the primary Customer contact for all major implementation issues.

The overall responsibilities of Provider Project Coordinator include:

- Ensuring successful completion of the project
- Ensuring the satisfaction of the Customer
- Assigning project responsibilities
- Reporting as required to Customer contact
- Setting deadlines and task management with all team members
- Change management

### SERVICE DESCRIPTIONS

#### ENHANCED BREAK/FIX SUPPORT

- Provider will provide up to four (4) years onsite break/fix labor support for all newly deployed devices under this SOW.
- Additionally, three (3) years coverage is offered for the approximately 11,000 devices deployed in 2018. Fifth year of device ownership, coverage to be discussed prior to January 2020.

- Provider will also provide acknowledgement of service request within twenty-four (24) hours for devices covered by this SOW. Provider will maintain a list of covered devices to validate coverage on all support requests. Covered device list to match FWISD Asset reporting associated by Invoice/PO number. Disputes on devices not listed due to error will be covered if mutually agreed and determined the root cause is a reporting error. Provider will return all devices to District if service request is on a serial number that is not included in Provider's Enhanced Break/Fix Support.
- Onsite Enhanced Break/Fix Support service will be provided via local Provider Technicians working with District to facilitate District Original Equipment Manufacturer ("OEM") warranty for repair of covered devices.
- Provider will supply labor and resources to meet the agreed upon support Service Level Agreement ("SLA") targets of forty-eight (48) hour response and five (5) day returned of repaired device based on OEM parts availability.
- *Provider will supply a web portal, email box and a 1-800 number for District identified Point of Contact ("POCs") to communicate system failures and launch service requests.* Provider assumes District will make best effort to validate a hardware issue is present prior to making a service request. Instances in which District has not made best effort to validate a hardware issue is present will be noted and reviewed during appropriate conference calls.
- Once a completed service request has been received Provider will open a ticket in Provider ticketing system to log the incident and initiate a service response within the noted SLA. SLA tracking will begin with receipt of the request.
- Provider technicians will view ticket and respond in accordance to mutually agreeable process known as "FWISD Break/Fix Process Outline 1."
- Once onsite, the technician will meet with the Site Facilitator or onsite contact to complete retrieval and chain of custody documentation of the non-working device.
- If an onsite repair is not possible, Provider will take the failed device to Provider repair facility.
- Provider will order parts to be delivered to Provider facility under the District OEM Warranty and Parts agreement.
- Once the parts have been received Provider will repair the mobile device and return the device back to the Site Facilitator.
- The solution assumes that both District and the device OEM will allow Provider to open service calls, request means of device repair, and close out calls in the OEM call system without any costs or other requirements of Provider.

#### EQUIPMENT ASSET MANAGEMENT TOOL

- Provider will maintain an asset management tool to report on all covered Equipment.
- Access will be provided to Customer or Provider will maintain status updates in Customer system to mirror Provider updates as applicable or mutually agreed upon.
- The device asset management recording and tracking will be managed throughout the term of this SOW.
- The asset management tool will be utilized to track all repairs, capturing details on systems reported as needing repair at Customer location, systems picked up or received by Provider at Provider's depot, and systems repaired/returned/delivered back to Customer location.
- Custom reporting will be mutually agreed upon to communicate pickups and deliveries. Additionally, daily reporting will be available if desired by Customer as well as live access to Provider ticketing system.

#### **EXCLUSIONS TO COVERAGE:**

Unless the following damage or otherwise is caused by Provider, this Plan does not cover:

1. Incidents not covered by MFGADP Warranty.
2. Unauthorized modifications that impact the OEM Warranty.
3. Remediation of Viruses and/or Spyware.
4. Damaged caused by extreme environment (including extreme temperature or humidity), external condensation, complete submersion in liquid (e.g., pool, bathtub, etc.), lightning, static electricity, fire, flood, insect infestation, rodents, war, terrorism, Acts of God or other external causes.

5. Products that have been lost or stolen (this Plan only covers products that are returned to us in their entirety). Cosmetic damage to your product including but not limited to scratches, dents and broken plastic on parts, that does not otherwise affect its functionality or materially impair your use
6. Products with a serial number that has been altered, defaced or removed
7. A device that is not your product, including equipment purchased at the same time as your product; controllers, consumable parts, power adapters, power cords and batteries.
8. Damage to, or loss of any software or data residing or recorded in your product (when providing repair or replacement service, we will use reasonable efforts to reinstall your product's original configuration and subsequent update releases but will not provide any recovery or transfer of software or data contained on the serviced unit prior to the service call.
9. Failures or parts and/or labor costs incurred as a result of a manufacturer's recall
  - a. Fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, "no problem found" diagnoses, or failures that occurred prior to the purchase of this Plan. Before any charges are incurred, conversation between Customer and Provider will be had for amicable resolution. Customer Approval will be obtained before any billing occurs.
10. Personal items left in the product (you are responsible for removing all personal items from the product before service is performed);
11. Remote control reprogramming;
12. Damage due to contact with any human or animal bodily fluids, or secondary damages.
13. Electrical work external to any Equipment; furnishing of consumable items, supplies, and accessories;
14. Painting or refinishing Equipment or furnishing material
15. Software related repairs are excluded but Provider will power wash devices in an effort to resolve issues after confirming no hardware failures exist. Provider assumes the volume of power wash only responses will not exceed 3% of weekly incident reporting. Volume will be monitored and reported weekly, consistent overages may incur additional costs to be addressed through the Change Management Process before any costs are incurred.

## PROJECT ASSUMPTIONS

1. Provider is not responsible for the loss of any data
2. Services do not include destroying of any data.
3. Provider is not responsible for migrating files
4. Pricing assumes all locations are within District noted in this SOW.
5. Scheduling format/processes will be mutually agreeable by all parties.
6. Provider services are for enhancement of OEM warranty to provide onsite pickup, remote repair using OEM provided parts and onsite return of repaired devices as well as tracking and reporting on all covered device interactions. Provider is not directly responsible for OEM parts availability.
7. Provider will work with OEM on service requests and warranty claims towards resolutions. If OEM declines support request, Provider will work with the District to supply all notes and recommendations to support the break/fix claim effort.
8. Rates provided do not include Provider supplied parts and assumes all parts are provided by OEM.
9. Rates provided are based on overall volume of devices to be supported
10. Rates provided are for consistent coverage through the device lifecycle and does not allow for interruptions of coverage between years.
11. Scope assumes each site will maintain a spare pool of devices and will manage and maintain the spare pool internally without interaction from Provider.
12. All devices covered are covered by OEM Warranty while covered under Enhanced Break/Fix Support Service.
13. Yearly rate provided is based on a four (4) year support term, should support term be reduced, pricing may require adjustment through the change management processes. Provider anticipates approximately 11,000 devices have already received one (1) year of the four (4) years.

14. Yearly support services costs will be invoiced upon initiation and renewal of support services. No support requests can be made prior to initiation/renewal of support services.

## **CUSTOMER RESPONSIBILITIES**

1. When services are performed at Customer location, they will be performed during normal business hours (7:30a.m. to 4:30p.m. local time Monday through Friday, excluding the holidays).
2. In addition, Customer personnel will be available *on a timely basis*, and when reasonably requested by Provider, *Customer personnel will provide input, review the services being performed and the items provided by Provider, answer questions, provide signoff, and allow Provider to gather and validate information, perform reviews and obtain other input.* Provider anticipates the meetings will occur via phone with frequency to be mutually determined based on project needs and volumes.
3. The scope and objectives of this project will be jointly managed by Customer and Provider to better ensure completion of the project within the anticipated schedule.
4. Customer and Provider will follow Provider's Project Management Methodology for this project. Provider's Project Management Methodology may be attached to this SOW, but if it is not, it is simply as follows: Customer will work with Provider so that together we can define roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues. This needs to be a topic specific conference call or meeting so that we can clearly define roles and responsibilities.
5. Customer will have acquired all necessary hardware and software required to complete this project. This SOW does not include purchasing of Chromebooks, OEM Warranties or Google Chrome licensing.
6. Once the business and technical specifications desired for this project have been approved by Customer contact person and Provider's contact person, no changes to it will be made without a valid Change Order signed by both Customer authorized representative and Provider's authorized representative.
7. Customer is responsible for the backing up of data
8. Customer will provide parking.
9. Customer will provide adequate workspace with necessary power, cabling, and power to allow for consistent workflow.
10. Together with Provider, Schedule the performance of the services to include notifying Provider of blackout periods, testing or other school activities that will require Provider to delay response times.
11. Communicate all material project matters to Provider's Project Coordinator
12. Provide other full-time qualified, knowledgeable personnel who will perform your obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this project to the extent reasonably requested by Provider and reasonably assist Provider with its performance of the services.
13. Perform other reasonable duties and tasks to facilitate Provider's performance of the services, including (without limitation):
  - a. Provide assistance on location details for each assignment;
  - b. Provide descriptions and diagrams of your existing environment as applicable;
  - c. Provide business and technical specifications desired for this project;
  - d. Provide the proper physical environment for all devices; and
  - e. Provide proper electrical power for all devices.
  - f. Provide staging rooms/locations for delivery and pickup as applicable.

## **PROVIDER RESPONSIBILITIES**

1. Provide a direct number at which Provider PM can be contacted by Customer for a telephone interview.
2. Provider representative will be proficient in spoken and written English.
3. Provider representatives will be well groomed and appropriately dressed when on-site.
4. Provider will abide by Customer smoke and tobacco free policy.
5. Provider representatives will have completed an I-9/employment/education verification and, within the previous twelve (12) month period, a nine (9) panel drug screen, a criminal records check using a seven (7) year lookback

period which disqualifies individuals convicted of fraud, theft, or similar acts of dishonesty (subject to applicable laws), and a Sexual Offender Registry check.

6. Act as liaison between the Provider PM and Customer Primary Contact for the Customer and Provider responsibilities as listed above.
7. Appoint designated liaison to participate in scheduled meetings with Provider and Customer to discuss and resolve day-to-day issues to facilitate a productive and efficient working relationship between principle parties.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Status Workbook	Daily Updates format to include scheduling, asset tracking along with issues and actions. Frequency can be updated to meet Customer requests.	excel

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a PER UNIT basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Consultant Fees of “As per PO#” is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of TBD nor the Total Estimated Consultant Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – per PO#

Unit Type	Unit Rate	Billable Units
Enhanced Break/Fix Support – 1-year	As per PO#	TBD

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any

unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Cancellation or Rescheduling of any scheduled service after the schedule has been locked may be subject to additional fees and travel expenses incurred.

For cancellations or rescheduling after technicians arrive onsite Customer may be assessed a cancellation fee.

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least twelve (12) months after the SOW Effective Date and then again for at least twelve (12) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## **EXPENSES**

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

Travel expenses will be approved in writing by Customer prior to the expense being incurred by Seller.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW in accordance with the Texas Prompt Payment Act. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

## CDW Government LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

**Kristin Makhobey**

## Fort Worth Independent School District (TX)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Mailing Address:

Street: 100 N. University Drive  
City/ST/ZIP: Fort Worth TX 76107

### Billing Contact (If different than above):

Street: Accounts Payable  
City/ST/ZIP: 100 N. University Drive  
Fort Worth TX 76107

# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Fort Worth ISD 100 N. University Fort Worth, TX 76107	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work

# SERVICE PROJECTS TERMS AND CONDITIONS

## IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS

These Terms and Conditions constitute a binding contract between Customer and Seller upon execution of the Statement of Work (defined herein) and are referred to herein as either “**Terms and Conditions**” or “**Agreement**”.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions, any purchase order or invoice, or the contract that incorporates this **Exhibit A**, that is in electronic or written form and that is signed and delivered by each of the parties for the performance of Services (the “**Statement of Work**”). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

## GOVERNING LAW

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK AND THE SERVICES HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## SERVICES

Customer may order services (collectively, “**Services**”) from or through Seller from time to time.

Seller, or any of its **Affiliates** (meaning entities that control, are controlled by, or are under common control with Seller) on behalf of Seller, may execute the Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, the Terms and Conditions will control, except as expressly amended in the Statement of Work by specific reference to the Terms and Conditions. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the Statement of Work. The Statement of Work may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original.

## COOPERATION

In addition to any specific Customer duties set forth in the Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller that are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. “**Required Consents**” means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors (“**Personnel**”) engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

## **ACCESS**

Seller may perform the Services at Customer's place of business, at Seller's own facilities or at such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises.

## **PAYMENT**

In connection with Services being performed pursuant to the Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer for all of the Services described in the Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with the Statement of Work or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received.

Except as otherwise specified in the Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses., that Customer has approved in writing prior to the expense being incurred by Seller.

## **EXPORT SALES**

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List.

## **WARRANTIES**

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance;

provided, in each case, Customer notifies Seller in writing within ten (10) business days after performance of the applicable Services., EXCEPT AS SET FORTH HEREIN AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN THE STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in the Statement of Work or any other document are estimates only.

### **PRICING INFORMATION; AVAILABILITY DISCLAIMER**

Seller reserves the right to make adjustments to pricing and Service offerings for reasons including, but not limited to, changing market conditions, supplier price changes and errors in advertisements. All Services are subject to the availability of Personnel to perform the Services. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE SERVICES; OR (D) ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY

SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

## LIMITED LICENSE

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("**Work Product**") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Seller may incorporate intellectual property created by third parties into the Work Product ("**Third Party Intellectual Property**"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

## CONFIDENTIAL INFORMATION

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, of such party's Affiliates or a third party (hereinafter referred to as "**Confidential Information**") to the other party in the performance of this Agreement and the Statement of Work. Confidential Information includes any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of the Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other Party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Services or otherwise in connection with this Agreement or the Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement and the Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

**TERM AND TERMINATION**

This Agreement is effective beginning on the SOW Effective Date and will continue in full force and effect until completion of the Services under the SOW.

Either party may terminate performance of a Service or the Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period, in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or the Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate, except for any right of action occurring prior to termination, any payment obligations and any obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, licensing of Work Product, and this survival provision).

**NOTICES**

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail to the address stated below, or one (1) day after such notice is sent by courier or facsimile transmission. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

**Seller Notice Address:**

CDW Government LLC  
Attn: General Counsel

**With a copy to:**

CDW Government LLC  
Attn: Director, Program Sales

**Mailing Address:**

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

2 Corporate Drive, Suite 800  
Shelton, CT 06484

**Customer Notice Address:**

Fort Worth Independent School District (TX)  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MISCELLANEOUS**

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions or the Statement of Work, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or the Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or the Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions



hereof or thereof or the whole of this Agreement or the Statement of Work. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. Those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE AND CONTINUATION OF WRITING PROGRAM AND PROFESSIONAL DEVELOPMENT FOR THE LEADERSHIP ACADEMY NETWORK**

**BACKGROUND:**

As a response to our current learning environment and with the inclusion of 6<sup>th</sup> grade students formerly from the Glencrest-6<sup>th</sup> Grade Center, now the Leadership Academy at Forest Oak-6<sup>th</sup> Grade Campus, this request is for approval of payment for increased professional development for teachers along with additional materials. This will assist in strengthening the fidelity of implementation, support virtual learning and provide requisite materials to drive student achievement. The board originally approved this purchase on 7-21-2020. This cost is in addition to the \$117,905.20 originally approved.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. Approve Purchase and Continuation of Writing Program and Professional Development for the Leadership Academy Network
- 2. Decline to Approve Purchase and Continuation of Writing Program and Professional Development for the Leadership Academy Network
- 3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase and Continuation of Writing Program and Professional Development for the Leadership Academy Network

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6399-TWU-064-24-416-000000.....	\$8,056.63
199-13-6299-TWU-064-99-416-000000.....	\$6,248.16
199-13-6299-TWU-045-99-416-000000.....	\$6,248.16
199-13-6299-TWU-117-99-416-000000.....	\$6,248.16

199-13-6299-TWU-124-99-416-000000.....	\$6,248.16
199-13-6299-TWU-129-99-416-000000.....	\$6,248.16
199-13-6299-TWU-144-99-416-000000.....	\$6,248.16

**COST:**

\$45,545.63

**VENDOR:**

Scholastic Education

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 0

Compliant Bids: 225

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per 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 Forest Oak 6<sup>th</sup> Grade Center
- Leadership Academy at Forest Oak 7/8 Grade Campus
- Leadership Academy at Como Elementary
- Leadership Academy at John T White Elementary
- Leadership Academy at Maude I Logan Elementary
- Leadership Academy at Mitchell Boulevard Elementary

**RATIONALE:**

This contract will provide materials and professional development to build instructional capacity to drive successful student outcomes with regards to writing, ensuring college and career readiness. The provision of these elements will increase the Learning Academy Network campus(es) capacity to drive student achievement in service to meeting/exceeding contractual targets.

**INFORMATION SOURCE:**

David Saenz

**SCHOLASTIC**EDUCATION  
**QUOTATION**

Scholastic Inc., P.O. Box 7502, Jefferson City, MO 65102-9968 Phone: (800) 724-2222 Fax: (800) 560-6815

<p><b>Prepared for:</b> Priscila Dilley, Senior Officer, Leadership Academy Network Leadership Academy Network (LAN) 1201 Wesleyan St. Ft. Worth , Texas 76105</p>	<p><b>Prepared by:</b> Jessica Manning Regional Director of Professional Learning 305-608-1995</p> <p><b>Date:</b> 3/26/2020</p>
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Description or Title	SPC	ISBN #	Unit Price	QTY	Subtotal	Discount	Total
Traits Writing Implementation Training	4AZ	824458	\$3,499.00	5	\$17,495.00	\$0.00	\$17,495.00
Professional Learning Course - Traits Writing Follow-Up Training (up to 30 participants, half day)	4AZ	824459	\$2,999.00	8	\$23,992.00	\$9,996.00	\$13,996.00
TRAITS WRITING FOLLOW-UP TRAINING - half days	4AZ	824459	\$2,999.00	2	\$5,998.00	\$0.00	\$5,998.00
<b>Subtotal</b>					<b>\$47,485.00</b>	<b>\$9,996.00</b>	<b>\$37,489.00</b>
						<b>Shipping &amp; Handling</b>	
						<b>Sales Tax</b>	<b>\$0.00</b>
						<b>TOTAL</b>	<b>\$37,489.00</b>

Jessica Manning-Acebo  
Regional Director of Professional Learning  
jmanningacebo@scholastic.com  
305-608-1995

**Billing Options**

Will billing for services be upfront or upon delivery?

**Bill Upon Delivery**

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved. Customers must notify scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 18 months of purchase. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of Scholastic. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order.

**BILL TO:**

Texas Wesleyan- offices of the Leadership  
Academy Network  
3015 Avenue D, Upstairs Suite  
Fort Worth, TX 76105  
Whitney Clark cell # 817-243-7538

DATE 3/23/2020

**2019-20 Quote**Mail or fax PO to: **Scholastic Inc.**

P.O. Box 7502  
Jefferson City, MO 65102  
FAX: 800-560-6815

email: [educationorders@scholastic.com](mailto:educationorders@scholastic.com)**SHIP TO:**

PO#

Quote #

2020-03-12608

*Individual paperback titles reflect a 25% discount***SCHOLASTIC**EDUCATION**CONTACT INFORMATION:**

Eva DiMartino  
800-387-1437 Ext. 6308  
Fax: 877-242-5865  
edimartino@scholastic.com

Quoted prices expire August 31, 2020

*Items listed are subject to availability.*

DESCRIPTION	ITEM #	QTY	LIST PRICE	YOUR PRICE	AMOUNT
<b>S&amp;H Applies:</b>					
Traits Writing Grade 5	526404	3	\$1,526.67	\$1,145.00	\$ 3,435.00
Traits Writing Grade 6	526405	4		\$989.10	\$ 3,956.40
*State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, <b>actual tax will be charged at the time of shipping</b> . Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.				<b>Subtotal</b>	<b>\$ 7,391.40</b>
				<b>9% S&amp;H</b>	<b>\$ 665.23</b>
				<b>*Tax ___%</b>	
<b>THANK YOU FOR YOUR BUSINESS!</b>				<b>TOTAL</b>	<b>\$ 8,056.63</b>
Customer Service: 1-800-724-6527 Option 3					
Most deliveries in the US can be expected in approximately 2 weeks after your order/PO is received.	Expedited orders are subject to approval and will require a 14% upcharge on all products.	<b>F.O.B. POINT</b>	<b>NEED BY DATE:</b>	<b>TERMS</b>	
		Jefferson City, MO		Net 30	
<i>Prices subject to change - prices based on total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved.</i>					

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE OF WEB-BASED READING SOFTWARE PROGRAM FOR THE LEADERSHIP ACADEMY NETWORK**

**BACKGROUND:**

In support of improving literacy and reading as well as building capacity to facilitate this learning within a virtual environment, approval is being requested to purchase a web-based reading software program with professional development for the six Leadership Academy campuses for the School Year 2020-2021. The web-based program provides formative assessment(s) that can be used to diagnose student learning gaps to construct individualized learning plans with materials to improve achievement. Additionally, the web-based platform provides students and families 24-hours access and allows students to engage in supplemental learning to improve on needed skills. Lastly, the program is adaptive in the approach, meeting students where they are as well as fortified with teacher resources and professional development to build instructional practice to drive successful student outcomes.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Web-Based Reading Software Program for the Leadership Academy Network
2. Decline to Approve Purchase of Web-Based Reading Software Program for the Leadership Academy Network
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Web-Based Reading Software Program for the Leadership Academy Network

**FUNDING SOURCE**

General Fund

*Additional Details*

199-11-6399-TWU-045-24-416-000000.....	\$5,800
199-11-6399-TWU-117-24-416-000000.....	\$12,199.50
199-11-6399-TWU-124-24-416-000000.....	\$12,199.50

199-11-6399-TWU-129-24-416-000000.....\$12,199.50  
199-11-6399-TWU-144-24-416-000000.....\$12,199.50

**COST:**

\$54,598

**VENDOR:**

Imagination Station, Inc.

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

Bid/Proposal Statistics  
Bid Number: 15-129  
Number of Bid/Proposals received: 202  
HUB Firms: 28  
Compliant Bids: 202

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**

Leadership Academy at Forest Oak 6<sup>th</sup> Grade Center  
Leadership Academy at Forest Oak 7/8 Grade Campus  
Leadership Academy at Como Elementary  
Leadership Academy at John T White Elementary  
Leadership Academy at Maude I Logan Elementary  
Leadership Academy at Mitchell Boulevard Elementary

**RATIONALE:**

This contract will provide web-based resources to develop student literacy, improving reading as well as professional development to Learning Academy Network (LAN) educators to deliver high quality literacy instruction and support in a virtual learning environment. The provision of these elements will increase the LAN campus(es) capacity to drive student achievement in service to meeting/exceeding contractual targets.

**INFORMATION SOURCE:**

David Saenz



**Superheroes  
Can Do Anything!**



**Every Student Deserves to Feel Powerful!**

*Discover hidden strengths with dynamic intervention and instruction.*

Quote Q-21151-1

Prepared For:  
Forest Oak Middle School  
3221 Pecos St  
Fort Worth, TX  
76119-5799

Your Istation Partner:  
Michelle M. Mansour  
Account Executive  
mmansour@istation.com  
(214) 704-7058



BBB Rating: A+



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: orders@istation.com

**Quote:** Q-21151-1  
**Prepared For:** Forest Oak Middle School  
**Expires On:** 10/31/2020

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

**Standard Virtual Learning Services** 8 months of Virtual Learning including on-boarding, one data consult, and additional assistance as needed by a designated Implementation Specialist for new or continued Istation supporters. Must be used in current subscription term.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Standard Virtual Learning Services	9/1/2020	12	8/31/2021		\$950.00
<b>Standard Virtual Learning Services TOTAL:</b>						\$950.00

**Istation Reading - Middle/Intermediate**

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading - Middle/Intermediate	9/1/2020	12	8/31/2021	Forest Oak Middle School	\$4,850.00
<b>Istation Reading - Middle/Intermediate TOTAL:</b>						\$4,850.00

<b>TAX (if applicable):</b> <i>DS</i>
<b>CUSTOMER TOTAL:</b> \$5,800.00



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: orders@istation.com

**Quote:** Q-21151-1  
**Prepared For:** Forest Oak Middle School  
**Expires On:** 10/31/2020

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Additional Options (to be paid in full):

<b>Choose 1, 2, or 3 year Subscription</b>						
		<u>1 YEAR SUBSCRIPTION</u>		<u>2 YEAR SUBSCRIPTION</u>		<u>3 YEAR SUBSCRIPTION</u>
Additional Discount Amount:		<i>Quoted Price</i>		(\$580.00)		(\$1,740.00)
% Discount:		<i>Quoted Price</i>		5%		10%
Your Total Cost:		\$5,800.00		\$11,020.00		\$15,660.00

Subscription Start Date: 9/1/2020    Subscription Term: 12    Subscription End Date: 8/31/2021

Please email or fax the following items to 214-291-5534 or [orders@istation.com](mailto:orders@istation.com). Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

**Istation**

**Forest Oak Middle School**

*DS*  
08/31/2020

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 PO # (if available): \_\_\_\_\_

To ensure timely fulfillment, please provide the requested contact information below:

**Primary Implementation Contact**

**Accounts Payable / Billing Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**District Technology Contact**

**District Data Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: orders@istation.com

**Quote:** Q-21151-1  
**Prepared For:** Forest Oak Middle School  
**Expires On:** 10/31/2020

## **TERMS OF USE:**

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
  1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
  2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
  1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, “look and feel”, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the “**Resource Materials**”), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation’s licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation’s licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, “**Your Data**” means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the “**Processed Data**”).
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

6. **Restrictions.**

1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation’s detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
4. You may not use any of the trademarks of Istation, or Istation’s licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
9. Any deviations from any of these Terms require prior written consent from Istation.

7. **Conduct.**

1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation’s infrastructure; (iv) use any automated means to download data from any of the Resources’ databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the “**Submissions**”), You are granting Istation, Istation’s affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) and COPPA’s rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation's sole discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of Illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
2. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
3. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.

2. **Indemnification.** To the extent allowed by law, You shall indemnify, defend, and hold harmless Istation, Istation's affiliates, and Istation's and Istation's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "Affiliated Group") from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Istation, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resource Materials. Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.

3. **Confidentiality.** Each party hereto shall hold in trust for the other party hereto and shall not disclose to any non-party to these Terms, any Confidential Information of the other party. Confidential Information is information which relates to the party's research, development, trade secrets business affairs, customer lists, any and all pricing terms of or relating to the Purchased Resources, or anything that could reasonably be considered confidential, provided that, Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms by the recipient or any of its representatives; (b) at the time of disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by a contractual obligation to the disclosing party; (c) was known by or in the possession of the recipient or its representatives, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party under these Terms; or (d) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.

4. **Termination.** Istation reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice,

1. if Istation finds that You (including, but not limited to, Your Company or any Authorized User)
  - (a) have violated these Terms or accessed or used the Resources or Resource Materials beyond the scope of the rights granted for a purpose not authorized under these Terms or any manner that does not comply with any instruction or requirement of the Resources
  - (b) have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
2. Istation receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Istation to do so; or
3. Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 11, 14, and 15-18.

5. **No Endorsement of Third-Party Sites.**

1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "Third-Party Sites"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information,

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2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

6. **Disclaimer.**

1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.
4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

7. **Limitation of Liability and Damages.**

1. THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (i) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, OR (v) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.
2. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
3. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
4. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

8. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
9. **Governing Law.** These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
10. **Miscellaneous.**
  1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
  2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
  3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

## **PRIVACY STATEMENT:**

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("**Istation**"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "**Resources**".

### **What Personally Identifiable Information Is Collected by Istation?**

"**Personally Identifiable Information**" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

### **How Is Personally Identifiable Information Used and/or Disclosed?**

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;

- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

#### **Can I Access or Change My Personally Identifiable Information?**

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

#### **Data Retention**

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

#### **Website and Resource Security**

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

#### **Use of "Cookies"**

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

#### **Third Party Sites**

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

#### **Can Istation change this Privacy Statement?**

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

**Who can I contact if I have questions about this Privacy Statement?**

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

**Email address:** info@Istation.com

**Street/Postal address:**

8150 North Central Expressway, Suite 2000

Dallas, Texas 75026

**Phone:** (214) 237-9300

**Fax:** (972) 643-3441

**Effective Date: February 23, 2018**

**Copyright**

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Imagination Station, Inc. DBA Istation

8150 North Central Expressway, Suite 2000

Dallas, TX 75206

All rights reserved.

**Trademarks**

The Imagination Station DBA Istation, Istation.com, Infinity, and other Istation.com programs, products, and technology referenced herein are either registered trademarks or trademarks of Istation.com in the U.S. and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.



**Superheroes  
Can Do Anything!**



**Every Student Deserves to Feel Powerful!**

*Discover hidden strengths with dynamic intervention and instruction.*

Quote Q-21150-1

Prepared For:

Fort Worth Independent School District  
100 N University Dr  
Fort Worth, TX  
76107-1360

Your Istation Partner:

Michelle M. Mansour  
Account Executive  
mmansour@istation.com  
(214) 704-7058



BBB Rating: A+



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: orders@istation.com

**Quote:** Q-21150-1  
**Prepared For:** Fort Worth Independent School District  
**Expires On:** 8/31/2020

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading	8/1/2020	12	7/31/2021	Como Elementary	\$8,925.00
90	IE.Student - Istation Reading en Español (Student Account)	8/1/2020	12	7/31/2021	Como Elementary	\$3,330.00
1	Istation Reading	8/1/2020	12	7/31/2021	John T White Elementary	\$8,925.00
75	IE.Student - Istation Reading en Español (Student Account)	8/1/2020	12	7/31/2021	John T White Elementary	\$2,775.00
1	Istation Reading	8/1/2020	12	7/31/2021	Maude I Logan Elementary	\$8,925.00
84	IE.Student - Istation Reading en Español (Student Account)	8/1/2020	12	7/31/2021	Maude I Logan Elementary	\$3,108.00
1	Istation Reading	8/1/2020	12	7/31/2021	Mitchell Boulevard Elementary	\$8,925.00
105	IE.Student - Istation Reading en Español (Student Account)	8/1/2020	12	7/31/2021	Mitchell Boulevard Elementary	\$3,885.00
<b>TOTAL:</b>						\$48,798.00

<b>TAX (if applicable):</b>
<b>CUSTOMER TOTAL: \$48,798.00</b>



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: orders@istation.com

**Quote:** Q-21150-1  
**Prepared For:** Fort Worth Independent School District  
**Expires On:** 8/31/2020

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Subscription Start Date: 8/1/2020    Subscription Term: 12    Subscription End Date: 7/31/2021

Please email or fax the following items to 214-291-5534 or [orders@istation.com](mailto:orders@istation.com). Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

**Istation**

**Fort Worth Independent School District**

*DS*

08/31/2020

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 PO # (if available): \_\_\_\_\_

To ensure timely fulfillment, please provide the requested contact information below:

**Primary Implementation Contact**

**Accounts Payable / Billing Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**District Technology Contact**

**District Data Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_



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**Quote:** Q-21150-1  
**Prepared For:** Fort Worth Independent School  
District  
**Expires On:** 8/31/2020

## **TERMS OF USE:**

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
  1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
  2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
  1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, “look and feel”, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the “**Resource Materials**”), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation’s licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation’s licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, “**Your Data**” means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the “**Processed Data**”).
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

6. **Restrictions.**

1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation’s detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
4. You may not use any of the trademarks of Istation, or Istation’s licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
9. Any deviations from any of these Terms require prior written consent from Istation.

7. **Conduct.**

1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation’s infrastructure; (iv) use any automated means to download data from any of the Resources’ databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the “**Submissions**”), You are granting Istation, Istation’s affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) and COPPA’s rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation's sole discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of Illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
2. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
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2. **Indemnification.** To the extent allowed by law, You shall indemnify, defend, and hold harmless Istation, Istation's affiliates, and Istation's and Istation's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "Affiliated Group") from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Istation, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resource Materials. Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.

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  - (b) have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
2. Istation receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Istation to do so; or
3. Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 11, 14, and 15-18.

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1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
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2. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
3. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
4. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

8. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
9. **Governing Law.** These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
10. **Miscellaneous.**
  1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
  2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
  3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

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- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

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Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;

- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

#### **Can I Access or Change My Personally Identifiable Information?**

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

#### **Data Retention**

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

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"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

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**Email address:** info@Istation.com

**Street/Postal address:**

8150 North Central Expressway, Suite 2000

Dallas, Texas 75026

**Phone:** (214) 237-9300

**Fax:** (972) 643-3441

**Effective Date: February 23, 2018**

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Dallas, TX 75206

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**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE OF PROFESSIONAL DEVELOPMENT AND DATA MANAGEMENT SYSTEM FOR THE LEADERSHIP ACADEMY NETWORK**

**BACKGROUND:**

This purchase provides a means to create and deploy interim assessments to measure student progress towards achievement and growth goals. Concurrently, the concomitant professional development builds instructional capacity to develop high quality, aligned assessments to accurately measure learning and inform instructional efforts. Additionally, the product builds the capacity of the Leadership Academy Network (LAN) to view, analyze and utilize data using a data dashboard, with the ability to look at multiple data points simultaneously, enabling triangulation that can inform adjustments in practice to drive student achievement. This is a product that the Leadership Academy Network utilized during the 2019-2020 School Year and desires to continue for the School Year 2020-2021.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. Approve Purchase of Professional Development and Data Management System for the Leadership Academy Network
- 2. Decline to Approve Purchase of Professional Development and Data Management System for the Leadership Academy Network
- 3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Professional Development and Data Management System for the Leadership Academy Network

**FUNDING SOURCE**

*Additional Details*

General Fund	199-11-6399-TWU-064-24-416-000000.....	\$7,969
	199-11-6399-TWU-045-24-416-000000.....	\$7,969
	199-11-6399-TWU-117-24-416-000000.....	\$7,969
	199-11-6399-TWU-124-24-416-000000.....	\$7,969

199-11-6399-TWU-129-24-416-000000.....	\$7,969
199-11-6399-TWU-144-24-416-000000.....	\$7,969
199-13-6299-TWU-064-99-416-000000.....	\$3,250
199-13-6299-TWU-045-99-416-000000.....	\$3,250
199-13-6299-TWU-117-99-416-000000.....	\$3,250
199-13-6299-TWU-124-99-416-000000.....	\$3,250
199-13-6299-TWU-129-99-416-000000.....	\$3,250
199-13-6299-TWU-144-99-416-000000.....	\$3,250

**COST:**

\$67,314

**VENDOR:**

Illuminate Education

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System (TIPS), Contract 180407/180306. 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**

Leadership Academy at Forest Oak 6<sup>th</sup> Grade Center  
Leadership Academy at Forest Oak 7/8 Grade Campus  
Leadership Academy at Como Elementary  
Leadership Academy at John T White Elementary  
Leadership Academy at Maude I Logan Elementary  
Leadership Academy at Mitchell Boulevard Elementary

**RATIONALE:**

This contract will provide professional development to build instructional capacity to drive successful student outcomes with regards to writing, ensuring college and career readiness. The provision of these elements will increase the LAN campus(es) capacity to drive student achievement in service to meeting/exceeding contractual targets.

**INFORMATION SOURCE:**

David Saenz



# Client Order

Q-104376

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

Prepared Date: 7/28/2020  
Valid Through: 8/27/2020  
  
Prepared By: Tristen Scheitle  
  
Start Date: 7/1/2020  
End Date: 6/30/2021  
Quote Term: 12

Customer: Texas Wesleyan University  
Address: 1201 Wesleyan St  
Fort Worth, Texas 76105  
  
Contact: Christopher Shropshire  
Phone:

## Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3	Onsite Training, eduCLIMBER	One day (up to six hours) onsite training and/or technical assistance for eduCLIMBER.	\$2500.00	\$7,500.00
1	Onsite Training, SchoolCity	One day (up to six hours) onsite training and/or technical assistance for SchoolCity.	\$2500.00	\$2,500.00
1	Train-the-Trainer, eduCLIMBER	Comprehensive eduCLIMBER training for capacity building. Up to 20 participants per cohort.	\$0.00	\$4,500.00
1	»» Initial Intensive Training, eduCLIMBER	Onsite eduCLIMBER training for Train-the-Trainer cohort. Facilitated by an Illuminate Instructor across two consecutive days.	included	
1	»» Knowledge Transfer Workshop, eduCLIMBER	Virtual eduCLIMBER training session facilitated by an Illuminate Instructor in a half-day session for Train-the-Trainer cohort. Typically held two to three months after Initial Intensive Training.	included	
1	»» Training Materials, eduCLIMBER	Professionally-created eduCLIMBER training digital material set for client use in internal training.	included	
20	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$1,500.00
1	On-Site Assessment Creation Technical Facilitation	Illuminate on-site workshop for district developed assessments. On-site technical facilitation of district created assessments with an end goal of published assessments. *Two hours of post-build Advanced Support included after workshop.	\$3500.00	\$3,500.00
			<b>Year 1 Subtotal:</b>	\$19,500.00
			<b>Year 1 Grand Total:</b>	\$19,500.00

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

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

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

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

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

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

Orders@IlluminateEd.net  
or

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## Master Subscription Licenses &amp; Services Agreement

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

**Definitions.**

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

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

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

**2. License.**

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

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

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

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

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

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

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

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

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

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

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

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

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

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

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

## **8. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

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

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

## **9. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

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

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

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

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

#### 11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

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

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

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

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

**14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**15. General Provisions.**

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

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

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

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

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

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

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

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

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

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, LLC

By:

DocuSigned by:  
*Dick Davidson*  
354B79B8296D4D7...  
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: 8/4/2020

CLIENT: Texas Wesleyan University

By:

DocuSigned by:  
*Priscila Dilley*  
DACEAE8805E418...  
Authorized Signature

Name: Priscila Dilley

Title: Senior Officer

Date: 8/4/2020



# Client Order

Q-104375

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

Prepared Date: 7/28/2020  
Valid Through: 8/7/2020  
  
Prepared By: Tristen Scheitle  
  
Start Date: 7/1/2020  
End Date: 6/30/2021  
Quote Term: 12

Customer: Texas Wesleyan University  
Address: 1201 Wesleyan St  
Fort Worth, Texas 76105  
  
Contact: Christopher Shropshire  
Phone:

## 20-21 SY

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,452	SUITE, Software License	SchoolCity SUITE Annual License	\$5.25	\$12,873.00
2,452	STAAR Test Maker, House Bank (TX)	STAAR Test Maker provides rigorous test items designed to assess the STAAR Readiness, Supporting Standards, and the Texas Essential Knowledge Standards (TEKS) for ELA, Math, Science, and Social Studies in grades 1-11.	\$1.85	\$4,536.20
2,452	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.25	\$12,873.00
2,452	Texas Pre-Built Assessments	Texas ELA/Math Interim Assessments and HSS/Science Unit Tests.	\$0.75	\$1,839.00
2,452	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$3.15	\$7,723.80
2,452	Grading Software	Assessment Scanning and Scoring	\$1.00	\$2,452.00
2,452	Navigate, 4 Subject Bundle	Access to Certica's ELA/Math/Science/Social Studies Item Banks and Spanish Bundle.	\$2.25	\$5,517.00
<b>20-21 SY Subtotal:</b>				\$47,814.00
<b>20-21 SY Grand Total:</b>				\$47,814.00

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

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

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

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

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

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

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



and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

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

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

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

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

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

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

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

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

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

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

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

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

## 8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

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

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

## 9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

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

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

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

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

#### 11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

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

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

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

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

**14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**15. General Provisions.**

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

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

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

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

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

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

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

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

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

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, LLC

By:

DocuSigned by:  
*Dick Davidson*  
354B79B8296D4D7...  
Authorized  
Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: 8/3/2020

CLIENT: Texas Wesleyan University

By:

DocuSigned by:  
*Priscila Dilley*  
DACEAE8805E418...  
Authorized  
Signature

Name: Priscila Dilley

Title: Senior Officer

Date: 8/3/2020

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

**Notice:**

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



VENDOR **Illuminate Education**

3630 Peachtree Road NE, Suite 800 Atlanta GA,30326

WEBSITE [www.illuminate.com](http://www.illuminate.com)

SERVICE/PRODUCTS DESCRIPTION

As a leader in the education technology industry for over 18 years, Illuminate Education is on a mission to empower educators to achieve their goals and improve educational outcomes. The solutions from Illuminate Education are used in all 50 states by almost 8,000 schools and 150,000 educators, supporting instruction for over 6,000,000 students. The company is headquartered in Atlanta, GA, with offices in New York, Virginia, Pennsylvania, and California. For more information about IO Education, visit <https://ioeducation.com>.

CONTRACT: **180407** [Data Analytics Solutions and Services](#)

End Date: Jun-30-2021 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **180306** [Technology Solutions Products and Services \(2\)](#)

End Date: May-31-2021 EDGAR COMPLIANCE: [View Doc.](#)

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE OF ONLINE BEGINNING, INTERMEDIATE COLLEGE ALGEBRA COURSE FOR HIGH SCHOOL STUDENTS**

**BACKGROUND:**

The College Preparatory Mathematics course was mandated through HB5 as a partnership between a higher education entity and a school district. Fort Worth ISD has partnered with the Tarrant County College District to provide this course for students. The course is for students who have not met the math College, Career, Military Readiness indicator or who will not obtain it from some other means before their senior year. The course is designed to help students to obtain a readiness indicator so they can begin to take credit bearing math courses immediately in college instead of non-credit, developmental courses.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Online Beginning, Intermediate College Algebra Course for High School Students
2. Decline to Approve Purchase of Online Beginning, Intermediate College Algebra Course for High School Students
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Online Beginning, Intermediate College Algebra Course for High School Students

**FUNDING SOURCE**

General Fund

*Additional Details*

199-11-6399-019-XXX-24-162-000000

**COST:**

\$112,500

**VENDOR:**

McGraw Hill

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 29

Compliant Bids: 203

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All High Schools

**RATIONALE:**

Purchase resources for College Preparatory Mathematics course for students to help support student success.

**INFORMATION SOURCE:**

Jerry Moore



Because learning changes everything.®

**QUOTE PREPARED FOR:**

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

**SUBSCRIPTION/DIGITAL CONTACT:**

Betsy Norris  
betsy.norris@fwisd.org

**CONTACT:**

Shannon Hernandez  
shannon.hernandez@fwisd.org

**SALES REP INFORMATION:**

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

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<b>PRODUCT TOTAL*</b>	<b>\$112,500.00</b>	<b>\$0.00</b>	<b>\$112,500.00</b>
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
<b>GRAND TOTAL*</b>			<b>\$112,500.00</b>

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

\*\*Shipping and handling charges are not included in the quote total. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

Please see page 2 for product description.

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

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

QUOTE DATE: 07/27/2020

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 09/10/2020

QUOTE NUMBER: MJAMI-07272020-001

ACCOUNT #: 411802

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
ALEKS360 - Messersmith Beginning+Intermediate Algebra - 52 weeks	978-1-25-999700-6	1500	\$75.00	\$0.00	\$112,500.00

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

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

QUOTE DATE: 07/27/2020  
QUOTE NUMBER: MJAMI-07272020-001

ACCOUNT NAME: Fort Worth Isd  
ACCOUNT #: 411802

EXPIRATION DATE: 09/10/2020  
PAGE #: 2



Because learning changes everything.®

**QUOTE PREPARED FOR:**

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

**CONTACT:**

Shannon Hernandez  
shannon.hernandez@fwisd.org

VALUE OF ALL MATERIALS	\$112,500.00
FREE MATERIALS	\$0.00
<b>PRODUCT TOTAL*</b>	<b>\$112,500.00</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$112,500.00</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Betsy Norris  
betsy.norris@fwisd.org

Comments:

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

\*\*Shipping and handling charges are not included in the quote total. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

**Terms of Service:**

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

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

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

**School Purchase Order Number:** \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

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

QUOTE DATE: 07/27/2020

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 09/10/2020

QUOTE NUMBER: MJAMI-07272020-001

ACCOUNT #: 411802

PAGE #: 3

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE OF NATIONAL NON-PROFIT ORGANIZATION COACHING MODEL TRAINING AND INFIELD COACHING SUPPORT**

**BACKGROUND:**

The national non-profit organization’s mission is to improve student achievement by accelerating the development of teachers and school leaders through a systemic instructional mentoring model dedicated to improving student learning. Fort Worth ISD in partnership with Fort Worth Children’s Partnership (FWCP) have invested in building the capacity of teachers to positively impact student achievement through a job-embedded instructional coaching model for the past two years. FWCP funded and contracted with New Teacher Center to train campus instructional coaches and to provide job-embedded, infield coaching support to coaches and coach leaders. FWISD will assume funding for implementation of an instructional coaching model for the 2020-2021 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of National Non-Profit Organization Coaching Model Training and Infield Coaching Support
2. Decline to Approve Purchase of National Non-Profit Organization Coaching Model Training and Infield Coaching Support
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of National Non-Profit Organization Coaching Model Training and Infield Coaching Support

**FUNDING SOURCE**

*Additional*

*Details*

Special Revenue

255-13-6299-INC-999-24-528-000000-20F28

**COST:**

\$231,570

**VENDOR:**

New Teacher Center

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-Z

Number of Bid/Proposals received: 20

HUB Firms: 0

Compliant Bids: 20

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/DEPARTMENT**

Carter-Riverside HS	Southwest HS	Kirkpatrick MS
South Hills HS	Western Hills HS	McLean MS
Diamond Hill HS	O.D. Wyatt HS	Meacham MS
Dunbar HS	Daggett MS	Meadowbrook MS
Eastern Hills HS	Wedgwood 6th	Monnig MS
North Side HS	J.P. Elder MS	Morningside MS
Polytechnic HS	Handley MS	Riverside MS
	William James MS	Stripling MS

J.M. Jacquet MS	Rosemont ES	Sunrise-McMillan ES
Wedgwood MS	W.M. Green ES	W.J. Turner ES
Leonard MS	Van Zandt-Guinn ES	Waverly Park ES
Como Montessori	Hubbard Heights ES	Westcreek ES
Rosemont 6th	H.V. Helbing ES	Western Hills ES
McLean 6th	Kirkpatrick ES	David K.Sellars ES
Jean McClung MS	D. McRae ES	J.T. Stevens ES
Benbrook MS	M.H. Moore ES	Atwood McDonald ES
West Handley ES	Morningside ES	Bill J. Elliott ES
Carroll Peak ES	Charles Nash ES	T.A. Sims ES
Carter Park ES	Natha Howell ES	Edward J. Briscoe ES
George C. Clarke ES	Oaklawn ES	Woodway ES
Hazel Harvey Peace ES	A.M. Pate ES	Lowery Road ES
Daggett ES	M.L. Phillips ES	Alice Contreras ES
Rufino Mendoza ES	Luella Merrett ES	Western Hills Prim
S.S. Dillow ES	Versia Williams ES	Clifford Davis ES
Eastern Hills ES	Maudrie M. Walton ES	Cesar Chavez ES
East Handley ES	Sam Rosen ES	Seminary Hills Park ES
Christene C. Moss ES	Sagamore Hill ES	Dolores Huerta ES
Harlean Beal ES	South Hills ES	

**RATIONALE:**

The goals are rooted in building the quality of partner organizations, such as FWISD, to sustain and support instructional coaching work long term. The tools align to the FWISD Instructional Framework and racial equity work. Services include differentiated professional development of coaches, coach leaders, and administrators, along with a sustainability plan.

**INFORMATION SOURCE:**

Jerry Moore



**NEW TEACHER  
CENTER**

## **Ensuring High-Quality Coaching Systems**

*presented to*

***Fort Worth Independent School District***

**August 2020**

Prepared By: Nichole Cooley  
ncooley@newteachercenter.org

# Overview

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

Research has shown many teachers leave their schools due to poor working conditions that include a lack of meaningful professional support and learning systems that promote continuous improvement in their practice. Over the past two decades, NTC has supported approximately 8,000 new teacher mentors and coaches and 26,000 teachers across the nation by providing research-based professional learning systems to support effective teaching practice. NTC is uniquely positioned to accelerate teacher practice, and thus narrow the achievement gap, through its proven results of exceptional instructional coaching. For example, an independent i3 Validation grant evaluation found that after **2 years of NTC coaching support, 4-8 grade students of NTC-supported teachers demonstrated 2-4 months of additional learning in reading and 2-5 months of additional learning in math** compared to students of the control group teachers, who received traditional coaching support. Our efforts have also proven to be effective in retaining teachers with **90 percent of our teacher mentors staying in the district and 30 percent increased retention across the teachers who we have coached.**

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

# Proposed Scope of Work

Working in collaboration with FWISD, NTC will provide professional support and development to (max) **180 Instructional Coaches**, supporting approximately **1500 teachers** for the 2020-2021 school year. This work will meet the following objectives:

- Develop the instructional leadership skills needed to coach for optimal learning environments in which teachers:
  - create emotionally, intellectually, and physically safe environments
  - implement standards-aligned curriculum and instruction
  - meet the diverse needs of every learner
- Engage in strategic instructional coaching cycles (e.g., Plan/Prepare, Teach/Assess, and Analyze/Reflect) focused on standards, pedagogy, and research to advance teaching practice and student learning of the district-adopted curriculum
- Create and maintain collaborative, professional relationships and skills (e.g., communicate effectively; build effective relationships with stakeholders and colleagues; demonstrate and

maintain coach responsibilities, integrity, and ethical conduct) to advance teaching and learning focused on student outcomes with standards-aligned content

- Advance teaching practice through establishing collaborative, professional relationships that: build trust; meet teachers' needs through the use of coaching language and stances; and, provide actionable feedback by modeling active listening

## Professional Learning for Coaches

A highly skilled instructional Coach is key to providing teachers with support that will advance their instructional practice. Through NTC's comprehensive professional learning and on-the-job coaching, instructional coaches learn the critical knowledge, skills, and tools to initiate and maintain effective coaching relationships with teachers that result in substantial learning gains for every student in FWISD. Coaches practice using multiple data points to assess teacher practice and student learning, and provide meaningful feedback to teachers to support their instruction of the curriculum. The goal is to provide curriculum-aligned support to teachers as they create and sustain optimal learning environments in which the diverse needs of every learner are addressed with an unwavering attention to equity and continuous academic, social, and emotional growth.

### *Co Present Foundational Institute for New Coaches*

NTC and FWISD will co-facilitate **5 days** of professional learning for a **1 new cohort** of Instructional Coaches. NTC staff will also facilitate 10 forums, which serve as ongoing communities of practice focused on content and specific problems of practice. These will include 5 online content forums and 5 forums for each cohort.

Through these professional learning experiences, coaches will:

- Develop the instructional leadership skills (e.g., foster collaborative professional cultures; use data to improve teaching and learning; collaborate with stakeholders; advocate for the profession and student learning) to support teachers in creating optimal learning environments in which they:
  - create emotionally, intellectually, and physically safe environments
  - implement equitable, culturally responsive, and standards-aligned curriculum and instruction
  - meet the diverse needs of every learner
- Learn to employ strategic instructional coaching cycles (e.g., Plan/Prepare, Teach/Assess, and Analyze/Reflect) focused on standards, pedagogy, and research to advance teaching practice and student learning.
- Create and maintain collaborative, mutually-accountable professional relationships (e.g., communicate effectively; build effective relationships with stakeholders and colleagues; demonstrate and maintain coach responsibilities, integrity, and ethical conduct) to advance teaching and learning focused on student outcomes with standards-aligned content
- Advance teaching practice through establishing collaborative, professional relationships that build trust, meet teachers' needs through the use of coaching language and stances, and provide actionable feedback.

*Please see Appendix A for session topics and objectives.*

### *Advanced Institute for Year 2 Instructional Coaches*

NTC staff member(s) will present the **4 days** of professional learning for **one cohort** (up to 60) instructional coaches. NTC staff will also facilitate 10 forums, which serve as ongoing communities of practice focused on content and specific problems of practice. These will include 5 online content forums and 5 forums, for up to 30 participants in each session. (one cohort)

Through these professional learning experiences, coaches and mentors will:

- Use coaching language and processes to strategically engage in equity-focused coaching conversations to support equitable student learning.
- Engage in coaching cycles (plan, observe, analyze student learning) that support optimal learning environments and equitable learning outcomes for students utilizing skills and knowledge related to:
  - Planning for multiple pathways to learning using Universal Design for Learning, addressing the diverse language needs of learners, and implementing culturally responsive practices.
  - Planning and analyzing student learning with an equity lens and attention to implicit bias.
  - Observing and providing actionable feedback on instructional choices to support teachers' ability to implement practices that are inclusive and support equitable outcomes for every learner.

## **Capacity Building**

**Consultation:** NTC will provide **3 days of consultation** to work with system leaders to ensure high quality implementation of the program that best meets the needs of students and educators.

This includes:

- considering program design that fits the unique context of FWISD
- developing and refining an implementation, capacity building and sustainability strategy
- defining roles and responsibilities of program leaders, mentors, and coaches
- establishing short and long-term goals utilizing Program Standards that include systems for data collection and impact monitoring
- promoting strategic stakeholder engagement and communication across the system
- collaborate with District leaders to maximize the impact of the program on addressing issues of systemic inequity

**In-Field Support:** Additionally, NTC will provide **15 days of in-field support**. In-field coaching visits provide an opportunity for NTC to both formatively assess and develop coaches' practice in the schools, and to inform programmatic components in real time as a result of our learnings. Visits provide an opportunity to coach and consult with school leaders about their implementation of the model, the ways in which they support and develop teachers, and to support their reflection, problem solving and practice. In-field coaching is also an opportunity for intensive capacity building at the district-level, with the purpose of building leadership capacity and sustainability of the lead mentors and other teacher leaders.

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

Lead Coaches and Program Lead capacity building will also be a focus of in-field coaching. Before the coaching cycle described above, the NTC staff will pre-conference with the lead mentor and/or program lead to analyze mentor/coach observation data and goals for the moving mentor/coach practice forward in alignment with Program Goals. NTC staff will observe the coach/lead mentor conversations in order to co-analyze the data from the observation, tune the lead mentor/program lead's practice and plan for next steps, and debrief and reflect on the process.

These visits will focus on using data to analyze progress towards outcomes and adjusting strategies/actions in response to that data.

Timeline- September 23, 2020 through August 31, 2021

## Intellectual Property and Licensing

In performing Services, NTC may provide FWISD with methodologies, protocols, forms, training modules, resource and instructional guides, videos, visual interfaces, information, graphics, designs, compilations, software, reports, documents, booklets, and other materials (collectively, "Materials"). NTC provides Materials solely for use by FWISD in connection with the development and implementation of induction and other programs in conjunction with NTC. NTC may in its discretion make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling FWISD to download Materials from NTC websites, and providing FWISD with access to interactive websites.

FWISD acknowledges that all Materials, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, are protected by laws relating to intellectual property. Such laws include, without limitation, United States and state copyright, trade dress, patent, and trademark laws,

international conventions, and other applicable laws. FWISD will not obscure or remove any copyright, trademark or other proprietary-rights notices on or from Materials, and will reproduce all such notices on any authorized copies of Materials.

NTC hereby grants to FWISD a non-transferable, non-exclusive license to use, copy and distribute Materials to its employees only and only for FWISD's internal training purposes during the term of this Agreement. For clarity, FWISD shall not and shall ensure that its employees shall not (i) independently present the Materials in a module, academy, workshop or similar training environment without attribution to NTC; (ii) use the Materials for commercial purposes; or (iii) act in respect of Materials in a manner inconsistent with any use terms in the terms of use for websites through which NTC may make Materials available. If NTC reasonably objects to any proposed or actual use of NTC-branded Materials by FWISD, FWISD will remove any and all NTC marks and references to NTC from the Materials within ten (10) days after receipt of written notice from NTC. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to FWISD.

This includes all presentations, packets, tools related to and associated with the *Foundational Institute for Instructional Coaches and Advanced Institute for Instructional Coaches*. See list below

**Foundational Institute for Instructional Coaches**

- Session 1: Introduction to Coaching
- Session 2: Planning to Support Equitable Instruction
- Session 3: Observing to Support Equitable Instruction
- Session 4: Analyzing Student Learning to Inform Equitable Instruction

**Advanced Institute for Instructional Coaches**

- Session 1: Support for Equity Focused Conversations
- Session 2: Planning for Learner Variability
- Session 3: Observing Through an Equity Lens
- Session 4: Supporting Language Development

## Budget

NTC respectfully seeks **\$231,570** to cover the cost of the proposed scope of work. The health and economic fallout from the COVID-19 pandemic are already immense, and it's impossible to predict how great they will become. We know that this is particularly true for the education systems that we have the privilege of serving, which despite the critical nature of your work, always hover on the edge of financial hardship. We see how hard you are working on behalf of the educators, students and families you serve even with limited resources. For that reason, NTC would like to offer the Fort Worth Independent School District some financial relief.

The table below outlines the proposed cost of work for services outlined in this proposal at a cost of **\$257,300**. NTC respectfully offers to provide the services at **\$231,570** given the current context.

<b>Instructional Coaches</b>	
------------------------------	--

Professional Learning - Year 1 Coaches	Co-present NTC Foundational Institute for Instructional Coaches 5 days of Professional Learning for Instructional Coaches Includes 5 Online Content Sessions and 5 Problem of Practice forums (1 cohort of up to 60 coaches)	Institute \$77,500
Professional Learning Year 2	NTC presents Advanced Institute for Instructional Coaches 4 days of Professional Learning for Instructional Coaches Includes 5 Online Content Sessions and 5 Problem of Practice forums 1 cohort of up to 60 coaches)	Institute \$79,800
In Field Coaching	15 days of individualized support to support development of Instructional Coaches	\$75,000
Consultation	3 days Planning and Implementation consultation.	\$15,000
Online Tools	Online Tool accounts for each participating Instructional Coaches	\$10,000
<b>Total \$231,570</b>		<b>\$257,300 - 10%= \$231,570</b>

## Conclusion

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



**INSTRUCTIONAL  
COACHING  
GROUP**

853 N. 1663 Road  
Lawrence, Kansas  
66049

August 11, 2020

Proposal for Erin Montgomery, Director  
Fort Worth ISD Fort Worth, TX  
Designed by Michelle Harris; all days facilitated by an ICG Senior Consultant

**Goals:**

- To facilitate the learning and use of a district-wide coaching model
- To facilitate the development and continuance of a coaching way of being and coaching mindset through examining the research around working with adults, as well as practice, collaboration, and reflection.
- To develop and foster system-wide support of coaching through the maximizing of coaches' skill sets and unifying their practices.

COVID adaptations: All work can be done in person or virtually, depending on the comfort of the district and state and federal guidelines. *If work is done virtually, a "one-day training" is 6 hours, to be split into two 3-hour chunks or three 2-hour chunks, depending on the needs and schedule of the district. All details can be determined when the work is contracted and your district can work directly with your consultant regarding a schedule. Included in proposal is pricing for onsite work and virtual work. **Onsite consultant work is a flat fee: \$6500 for the first day and \$5800 for each consecutive (back-to-back) day.***

<b>Workshop:</b>	<b>Time:</b>	<b>Who attends:</b>
<b>What Administrators Need to Know</b>	1 day	Admins/Coaches/CC
In-person Consultant Fee \$6500/\$5800, depending on schedule		
Virtual Consultant Fee \$5400		

Overview: The impact coaches have is directly related to how effectively they are supported (or not supported) by their administrators. For that reason, it is crucial that administrators participate in professional development that clarifies what coaches do and how they can be supported. This workshop provides a deep understanding of how administrators and instructional coaches can collaborate to ensure that coaches have an unmistakably positive impact on teachers' teaching and students' learning.

Recommended resource: ICG workbook (\$20 per participant (133)+ 8% s/h = \$2660 + 212.80 = \$2872.80)

<b>Impact Cycle</b>	<b>2 day</b>	<b>Admins/Coaches/CC</b>
In-person Consultant Fee \$6500/\$5800, depending on schedule		
Virtual Consultant Fee \$5400		

Overview: Based on The Impact Cycle (2017) by Jim Knight, this workshop describes the coaching cycle proposed for instructional coaches. All teachers, schools, and class- rooms face their own unique challenges. An established process for guiding the coaching experience ensures that instructional coaches have all of the tools they need to help teachers set and achieve their goals. The Impact Cycle—the product of 20 years of ICG research, (see [instructionalcoaching.com/research](http://instructionalcoaching.com/research))—provides a framework for any coaching scenario. Participants in this workshop will learn why the cycle is successful, and gain experience using it through examples and guided exercises.

Recommended resource: *Impact Cycle* book and Reflection Guide (\$55 per participant (133) + 8% s/h = \$7315 + \$585.20 = \$7900.20)

**Better Conversations**

1 day

Admins/Coaches/CC

In-person Consultant Fee \$6500/\$5800, depending on schedule

Virtual Consultant Fee \$5400

Effective coaches, leaders, and educators communicate their message clearly, build healthy emotional connections with others, and maneuver through emotionally complex situations in ways that allow them to speak the truth so that will be heard. This workshop introduces 6 beliefs and 10 habits that promote healthy and productive relationships.

Recommended resource: *Better Conversations* book and Reflection Guide (\$38 per participant (133) + 8% s/h = \$5054 + \$404.32 = \$5458.32)

**Instructional Playbook**

1 day

Coaches

In-person Consultant Fee \$6500/\$5800, depending on schedule

Virtual Consultant Fee \$5400

In settings where a clearly defined set of teaching strategies already exists, this workshop guides coaches and others (e.g., administrators) through the development of an Instructional Playbook. This workshop is based on *The Instructional Playbook: The Missing Link in Translating Research Into Practice* (2019) by Jim Knight, Ann Hoffman, Michelle Harris, and Sharon Thomas. Instructional Playbooks are packed with tools to facilitate the coaching process, but instead of reducing teaching or coaching to following a script, they provide a framework to apply and adjust to the specific needs of a given teacher and his or her classroom.

Recommended resource: *Instructional Playbook* book and workbook bundle (\$55 per participant (123) + 8% s/h = \$6765 + \$541.20 = \$7306.20)

**Check-ins: (Virtual) HOURS**

\$400 per hour

12

These check-ins are customizable depending on what the needs are for coaches, coaching champions, and administrators and details can be worked out through your Senior Consultant.

Additional check-ins are \$400 per hour

**System Work: Embedded Coaching with 3 on-site ICG Consultants; to be done every 6-8 weeks on campuses**

After any professional development workshop, the most common questions concern follow up. ICG experts work hard to ensure that our workshops are clear, engaging, grounded in partnership, and ever improving, but more specialized attention is often needed. During embedded coaching days, the school stakeholders determine the agenda based on their specific needs with regard to implementing the Impact Cycle coaching model. This is a way to differentiate for the differing expertise level of coaches. This is also a way to have coaches show how the work is done and receive feedback and input on the structures of coaching. **NO RESOURCES NEEDED.**

**\$6500 consultant rate per day/\$5800 each back to back day**

**6 visits over the course of the school year; each visit to last 3 days = 18 days x 3 consultants \$54,300 per visit x 6 = \$325,800 total cost for year**

**4 day visits = \$430,200 total cost for year**

**5 day visits = \$534,600 total cost for year**

**Total Cost for in-person work without system work: \$41,700 if trainings are grouped in 3-day and 2-day configurations **SYSTEM WORK WOULD BE AN ADDITIONAL COST, DEPENDING ON DAYS DECIDED****

<b>What Administrators Need to Know</b>	Central Office, ED's, Directors, Coordinators, Coaches optional	Book Total Cost \$3067.20	1 Day	<b>\$5,400.00+\$3,067.20(books) = \$8,467.20</b>
<b>Impact Cycle</b>	All	Book Total Cost \$8434.80	3 Days	<b>\$5,400.00+8,434.80(books) = \$13,834.80</b>
<b>Better Conversations</b>	All	Book Total Cost \$5827.68	1 Day	<b>\$5,400.00+\$5,827.68(books) = \$11,227.68</b>

<b>Instructional Playbook</b>	Coaches, Coordinators, Directors	Book Total Cost 8434.80	1Day	<b>\$5,400.00+8,434.80(books)=\$13,834.80</b>
<b>Check-ins (6 total)</b>	Coaches, Coordinators, Directors	N/A	12 hours @ \$400/hr	<b>\$4,800.00</b>
<b>System Work</b>	Similar to In-Field Coaching work	N/A	6 visits with 3 trainers	<b>\$325,800.00</b>
		Book total: \$25764.48		<b>Total Cost \$377,964.48</b>



**Fort Worth ISD**  
**Proposal for Services**  
**2020-2021**

Description of Services	Time Period	Contract Days	People (Region 13)	Cost per Day	Total
<b>Balanced Coaching Framework: Building Culture and Common Practice (Virtual)</b> - ESC Region 13 will provide 6 days of virtual professional development (36 CEUs), either synchronously or asynchronously, to support 150 instructional coaches and administrators with the knowledge, skills, and support needed to build a strong coaching culture and impact student achievement through effective coaching practices. Participants will use the ESC Region 13 Balanced Coaching Framework to define the roles and work of an instructional coach, as well as learn essential instructional coaching practices and strategies with real-world applications, including but not limited to: <ul style="list-style-type: none"> <li>• Coaching roles, types, and approaches</li> <li>• Coaching skills and strategies</li> <li>• Coaching cycles</li> <li>• Gathering and using data</li> <li>• Impacting instruction</li> <li>• Growing coaching capacity and skills</li> </ul>	September 2020 - May 2021	6 days	2	\$540/person	\$81,000
<b>Coaching of Coordinators (Virtual)</b> - Region 13 Instructional Coaches will support 5 Coordinators to provide job-embedded professional development through virtual coaching sessions.	September 2020- May 2021	45 days (1 day per month for each Coordinator)	2	\$640	\$28,800
<b>Total Proposal</b>					<b>\$109,800</b>

**For questions, please contact:**

Stacey Durham  
 ESC Region 13  
 Coordinator, Curriculum & Instruction  
 Instructional Coaching Programs & Services  
 512-919-5163  
[stacey.durham@esc13.txed.net](mailto:stacey.durham@esc13.txed.net)

Angela Buckingham  
 ESC Region 13  
 Program Manager  
 Instructional Coaching Programs & Services  
 512-919-5137  
[angela.buckingham@esc13.txed.net](mailto:angela.buckingham@esc13.txed.net)

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE PURCHASE FOR INDIVIDUAL ART KITS: ELEMENTARY STUDENTS**

**BACKGROUND:**

Art supplies are needed for the creation of individual art kits for elementary students to prevent the spread of COVID-19. The quote provided will supply 38,000 elementary art students kits, which will be used during in-person learning or be available for parent pick up for virtual instruction. The kit will include two pencils, a glue stick, watercolor paints with a brush, 16 crayons, a hand-held pencil sharpener, ten sheets of mixed media paper, ten sheets of drawing paper, ten sheets of manila paper, ten sheets of colored construction paper, 12 colored pencils, and a one-gallon resealable plastic bag. The art kits will develop student skills in critical and creative thinking, visual literacy, self-expression, and social and emotional competency.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase for Individual Art Kits: Elementary Students
2. Decline to Approve Purchase for Individual Art Kits: Elementary Students
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase for Individual Art Kits: Elementary Students

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6399-017-XXX-99-131-000000

**COST:**

\$241,633.75

**VENDOR:**

School Specialty Marketplace

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 29

Compliant Bids: 203

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All FWISD Elementary Schools

**RATIONALE:**

The Visual Arts Department has elected to purchase the art supplies required to assemble individual art kits. The district purchase will also provide equity of access to art supplies across the district.

**INFORMATION SOURCE:**

Jerry Moore

## School Specialty Marketplace - Quote

PO Box 1579 • Appleton, WI 54912-1579 • Ph: 1-888-388-3224 • Fax: 1-888-388-6344

Email: [websupport@schoolspecialty.com](mailto:websupport@schoolspecialty.com) • Find us at: [www.schoolspecialty.com](http://www.schoolspecialty.com)

### Shipping Information

**Ship to Organization:** FORT WORTH INDEPENDENT SCHL DIST

**Ship to:** 100 N UNIVERSITY DR  
~~#212~~ #SE 221A Visual Arts  
~~BILINGUAL~~ DEPARTMENT  
 FORT WORTH  
 TX  
 76107-1360  
 UNITED STATES

**Attention To:**

**Date Created:** 24-Aug-2020

**Requested Ship Date:** 24-Aug-2020

**Created By:** FWISD STAFF

**Shipping Instructions**

### Billing & Payment Information

**Bill to Organization:** FORT WORTH INDEPENDENT SCHL DIST

**Bill to:** 100 N UNIVERSITY DR  
 STE 140E  
 ACCOUNTS PAYABLE DEPT  
 FORT WORTH  
 TX  
 76107-1360  
 UNITED STATES

**Payment Type:**

**Purchase Order:**

**Cart Number:** 7792701298

### Ordered Items Detail

Ordered Item Number:	Item Number:	Description:	Ordered Quantity:	Shipped Quantity:	Status:	Budget Code:	Unit Price:	Line Total:
083275	083275	PENCIL #2 PACK OF 96 - SCHOOL SMART	792	0	Saved Cart		\$11.51	\$9,115.92
1354156	1354156	GLUESTICK .28OZ PURPLE SCH SMART PK/30	1267	0	Saved Cart		\$6.39	\$8,096.13
405960	405960	PAINT WATERCOLOR WASH MASTERPACK SET OF 36	1056	0	Saved Cart		\$71.16	\$75,144.96
424363	424363	CRAYONS 16-COLOR CLASSPACK 3.62IN ASST CYO528016 SET OF 800	760	0	Saved Cart		\$42.68	\$32,436.80
2005012	2005012	SHARPENER MAPED VERTICAL TWO HOLE COVERED ASST PACK OF 18	2112	0	Saved Cart		\$15.35	\$32,419.20
053943	053943	PAPER DRAWING WHITE 9X12 80 LB REAM	760	0	Saved Cart		\$13.43	\$10,206.80
053925	053925	PAPER DRAWING WHITE 9X12 50 LB REAM	760	0	Saved Cart		\$7.23	\$5,494.80
085529	085529	PAPER DRAWING MANILA 9X12 40 LB REAM	760	0	Saved Cart		\$6.65	\$5,054.00
2007003	2007003	CONST PPR 9X12 ASSORTED RIVERSIDE 3D 220 SHTS	1728	0	Saved Cart		\$5.95	\$10,281.60
086305	086305	PENCILS COLORED SCHOOL SMART SET OF 480	950	0	Saved Cart		\$50.87	\$48,326.50
1595284	1595284	ZIPLOC STORAGE BAG 1-GALLON CASE OF 250	152	0	Saved Cart		\$33.27	\$5,057.04

Subtotal: \$241,633.75

Shipping and Tax have not been finalized.

**Signature:** \_\_\_\_\_

Note: Your shipping and tax totals may not be correct until after final checkout.

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE UNIFORM RENTAL PROGRAM FOR FLEET OPERATIONS**

**BACKGROUND:**

Fleet operations handles the maintenance and repair of all District owned and operated school buses, vehicles, trailers, and small equipment. The District provides uniforms to the employees of fleet operations through a rental program. The use of uniforms ensures employees are easily recognizable and relieves the employee of the financial costs of replacing or repairing clothing that could be damaged or stained performing this type of work. The program is full-service, which includes laundering and repair of the uniforms. The agreement is for a period of three years with the total cost based on 43 employees receiving uniforms each week over 36 months. When employee vacancies occur in these shops, the vacancies are reported to the uniform company, who then reduces the quantity accordingly during these times and reinstates when the position is filled.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Uniform Rental Program for Fleet Operations
2. Decline to Approve Uniform Rental Program for Fleet Operations
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Uniform Rental Program for Fleet Operations

**FUNDING SOURCE**

*Additional Details*

General Fund

199-34-6267-001-999-99-437-0000000

**COST:**

\$88,926.71 Not to Exceed (\$29,642.28 per year x 3 years)

**VENDOR:**

Cintas Corporation

**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 Omina Partners Contract R-BB-19002. 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**

Fleet Operations

**RATIONALE:**

The rental of uniforms is a cost-effective way of providing uniforms to the employees within fleet operations. The use of this uniform service relieves the employee of the financial costs of replacing or repairing clothing that could be damaged or stained performing this type of work.

**INFORMATION SOURCE:**

Art Cavazos



- \_\_\_\_\_ Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_
- \_\_\_\_\_ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date \_\_\_\_\_ customer.
- \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date \_\_\_\_\_ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase  
all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 492 \_\_\_\_\_ CUSTOMER:  
 Please Sign Name \_\_\_\_\_  
 By: ERIC OLSON \_\_\_\_\_ Please Print Name \_\_\_\_\_  
 Title: EDUCATION \_\_\_\_\_ Please Print Title \_\_\_\_\_  
 Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

ADDENDUM A						
Item Number	Item Name	Number of Pieces	Inter-local pricing		The following is based on 43 employees	
00935	Comfort Shirt	385	\$ 0.186	\$ 71.61	Shirts/11 shirts for rotation	478
00381	Carhartt 5 PKT JN	93	\$ 0.477	\$ 44.36		
00945	Comfort Pant	378	\$ 0.213	\$ 80.51	Pants/11 pants for rotation	478
00270	Cargo Pant	100	\$ 0.332	\$ 33.20		
00677	Perma Lined JKT	86	\$ 0.443	\$ 38.10	Jackets/2 for rotation	86
00002	Uniform Advantage	1042	\$ 0.060	\$ 62.52		
00014	Emblem Advantage	1042	\$ 0.060	\$ 62.52		
07074	Prep Advantage	1042	\$ 0.050	\$ 52.10		
02160	Sm Shop TWL-Red	1600	\$ 0.062	\$ 99.20		
02191	Fender Cover	24	\$ 1.080	\$ 25.92		
				\$ 570.04		
			2463.48	\$ 2,470.19	estimated cost /month	
					52 weeks/year	
					12 months/year	
					4	
				\$ 88,926.71	estimated cost for 36 months	
					199-34-6267-001-999-99-434-000000	



MENU

REGISTER



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

## Facilities Management Products and Solutions

### Prince William County Public Schools, VA

#### Contract Number: R-BB-19002

Initial term, December 13, 2018 to October 31, 2023.  
Option to renew for (2) additional (2) year periods.

#### Executive Summary

- [Uniform Guidance](#)



## Master Agreement Documents

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

## Response Evaluation

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

## Solicitation Process

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

[REQUEST CONTRACT  
INFORMATION](#)

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[COVID-19 RESOURCES](#)

### On-Demand Webinar: [How to Maximize Your Resources & Efficiencies with Cintas](#)

Hear from the lead public agency, Prince William County Public Schools and Cintas on this new contract and solutions.

## Contact Information

Email: [omniapartners@cintas.com](mailto:omniapartners@cintas.com)

Phone: 800-795-7368

[SUPPLIER WEBSITE](#)



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE ROOF REPLACEMENTS AT SERVICE CENTER II, CLARK FIELD TRANSPORTATION CENTER, AND MORNINGSIDE ELEMENTARY SCHOOL ANNEX**

**BACKGROUND:**

These buildings’ roofs are approximately 25 years old, have exceeded their life expectancies and are no longer properly protecting the buildings from the elements. The facilities identified are Service Center II that currently houses Food Service and the Special Education Resource Services (SERS) operations, the Clark Field Transportation Maintenance Center, and the Morningside Elementary School Annex.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Roof Replacements at Service Center II, Clark Field Transportation Center and Morningside Elementary School Annex
2. Decline to Approve Roof Replacements at Service Center II, Clark Field Transportation Center and Morningside Elementary School Annex
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Roof Replacements at Service Center II, Clark Field Transportation Center and Morningside Elementary School Annex

**FUNDING SOURCE**

*Additional Details*

TRE	198-81-6299-001-999-99-501-000000.....	\$244,739
	198-81-6299-001-999-99-437-000000.....	\$115,922
	198-81-6299-001-147-99-501-000000.....	\$126,745

**COST:**

\$487,406.00, which includes contingency

**VENDOR:**

DK Haney Roofing, Inc.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the TIPS Contract 180702. 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**

Child Nutrition Services, Clark Field Transportation Center, Morningside Elementary School Annex

**RATIONALE:**

Replacing the roofs at these sites ensures these properties are protected from the elements.

**INFORMATION SOURCE:**

Art Cavazos





August 27, 2020
Fort Worth ISD
2802 Tillar Dr
Fort Worth, TX 76107
Gil Griffin
817.929.4377

We appreciate the opportunity to earn your business. Since 1991, our company has sought to deliver quality workmanship, competitive prices, and complete customer satisfaction. I have included the scope of work to be performed on this project. If you have any questions, please feel free to contact me.

SCOPE OF WORK FOR: Morning Side Elem. Annex 2701 Evans Ave, FW 76104
50 Mil Duro-Last Shingle Ply® w/ Severe Hail Rating

- 1. Remove approximately 20,916 SF of existing roof down to the deck and properly dispose of debris.
2. Prepare existing roof surface to receive new Duro-Last® roof system.
3. Mechanically fasten approximately 20,916 SF of 1/2" Everboard over the roof surface to the structural deck.
4. Mechanically fasten approximately 23,000 SF of 50 mil white Duro-Last Shingle Ply® roofing membrane according to manufacturer's specifications to receive a 20 year NDL warranty.
5. Membrane will be terminated under new 1 3/4" metal fascia (standard color).
6. Install custom factory pipe boots, curbs, pitch pans, and flashings on all roof penetrations.
7. Clean up and remove all debris caused by the roof installation.
8. Complete all work to manufacturers specifications.

The above referenced job will be completed for the sum of: \$126,745.00

This price includes all labor, material, and applicable taxes to complete said project.

Above amount includes \$5,000.00 owner controlled contingency.

Upon completion of installation, a 20 Year (NDL) Manufacturer Warranty will be issued by Duro-Last Roofing, Inc. and DK. Haney Roofing, Inc.

NOTES:

- 1. Due to market fluctuations, pricing good for 30 days from today.
2. Bonds, permits, and fees, if any, are excluded.
3. TERMS: A P.O will be issued upon contract signing by FWISD to DK Haney Roofing.
4. This proposal was developed using DK Haney Roofing's TIPS Contract Number 180702.
5. Tax excluded; a tax-exempt certificate must be presented prior to construction.

General Terms:

- 1. The "Work" DK Haney, Inc. is agreeing to perform is set forth in this Proposal which shall supersede any other agreement between the parties to the contrary.
2. DK Haney Roofing, Inc. is not responsible for any claim, damages, loss, or expense suffered by customer that is caused by acts of God, preexisting conditions of the structure upon which the Work is being performed or that is outside of the scope of work of DK Haney, Inc.
3. Once signed by both parties, this Contract represents the entire agreement of the parties with respect to the Work and supersedes all prior agreements, representations or understandings and this Contract can be amended only by a written signed amendment.
4. This Contract is governed by Texas law. Any and all disputes between the parties, of any kind, related to this Contract or otherwise, shall be determined by binding arbitration with the American Arbitration Association pursuant to its Construction Industry Rules which shall be held in Fort Worth, Texas at a location and with one neutral arbitrator both to be selected by DK Haney, Inc.
5. If the Manufacturer issues the applicable warranty for the Work performed by DK Haney, Inc., then that shall be conclusive evidence that DK Haney Roofing, Inc. has performed is Work in a good and workmanlike manner, in conformance with industry standards and in full compliance with its obligations under this Contract.
6. If customer fails to timely pay DK Haney Roofing, Inc. then DK Haney Roofing, Inc. shall be entitled to recover from customer all costs, expenses and attorneys fees incurred in pursuing collection from customer of the just amount owed.
7. Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of this Texas law for a person or business paid wholly or partly from proceeds of a property insurance claim to knowingly allow the insured person to fail to pay. Or assist the insured person's failure to pay, the applicable insurance deductible. See SECTION 2. Business & Commerce Code, is amended to read as follows: Section 27.02. "Goods or Services Paid for by Insurance Proceeds: Payment of Deductible Required"

Thank you for your consideration,
Jo Fried

DK Haney Roofing, Inc.

By signing and dating below I have read and agreed to the acceptance of the above proposal.

203

Signature

Date





Printed 20 August 2020

dkhaneyroofing.com



**DK Haney Roofing Inc**

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	6627 Corporation Pkwy, Ste	NAME David Mabe
CITY	Fort Worth	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	76126	EMAIL david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS Yes

HUB Yes

**SERVING STATES**

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

**Overview**

*We are a full service commercial roofing contractor with full capabilities to completely help manage all of your roofing assets. From asset management to inspections for budgeting to full service department to complete roof replacement, we have you covered.*

## **AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
200201	Trades, Labor and Materials (JOC)	04/30/2022	See EDGAR Certification Doc.
180702	Roofing (JOC)	09/30/2021	See EDGAR Certification Doc.

## **CONTACTS BY CONTRACTS**

### **180702**

Dustin Haney	President/ CEO	(817) 980-2425	dustinh@dkhaneyroofing.com
Will Riley	Director of Business	(817) 908-1769	willr@dkhaneyroofing.com

### **200201**

Dustin Haney	President	(817) 546-2266	dustinh@dkhaneyroofing.com
Royce Martin	CEO	(817) 546-2266	roycem@dkhaneyroofing.com

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS STATE UNIVERSITY FOR CLINICAL INTERNSHIP/FIELD EXPERIENCE**

**BACKGROUND:**

The following Memorandum of Understanding explains the collaboration between Texas State University and Fort Worth Independent School District (FWISD). Texas State University will provide field experiences to teacher interns (formerly student teachers) at District campuses. Our participation in the program is to provide teacher mentors and teacher interns enrolled in Texas State University at the request of the student teacher. The District is not obligated to provide all placement that may be requested.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas State University for Clinical Internship/Field Experience
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas State University for Clinical Internship/Field Experience
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas State University for Clinical Internship/Field Experience

**FUNDING SOURCE**

No Cost

***Additional Details***

Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas State University

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Participating District mentors assigned to Texas State University Teacher Interns (Student Teachers) are identified by the HCM Department, the Cooperating Student Teacher Supervisor, or a combination of both.

**RATIONALE:**

Approval will allow for placement of a future educator in FWISD schools and assist teacher interns who participate in the Texas State University Teacher Certification Program to be mentored by a Fort Worth ISD teacher during field experience.

**INFORMATION SOURCE:**

Kermit Spears

## 2020 Fort Worth ISD Clinical Practice Agreement

This Agreement is made on September 22, 2020, between Texas State University (hereinafter “the University”) and the Fort Worth ISD a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter “the District”) for the completion of clinical practice (student teaching or internship) required by the State of Texas and the State Board for Educator Certification for the certification of teachers. For purpose of this agreement, “intern” refers to a candidate in clinical placement who is serving as teacher of record under a probationary certificate. University and District may be referred to collectively as the “Parties” or individually as the “Party”.

### **The District agrees to:**

1. Provide an appropriate placement that allows the student teacher or intern (hereinafter “the candidate”) to meet all requirements for clinical practice necessary for initial teacher certification.
2. Provide a highly qualified cooperating teacher or mentor with appropriate certification and at least three (3) years’ successful teaching experience. For student teachers, the cooperating teacher must have had at least one (1) year in the current placement.
3. Provide opportunities for the candidate to attend campus and District orientations and trainings.
4. Provide the candidate access to appropriate District resources including but not limited to curriculum documents, email, online resources, libraries, forms, and professional development opportunities.
5. Notify the University Faculty Supervisor and/or the Director of the Office of Educator Preparation (OEP) of any concerns about the candidate in a timely manner to ensure appropriate actions can be taken.
6. Allow digital video recording of the candidate in the classroom setting to facilitate reflection and feedback between the candidate and the University Faculty Supervisor and meet state-required mandates for performance assessment of teaching. The video documentation will be shared only among the candidate, the cooperating teacher or mentor, and the University Faculty Supervisor as appropriate. Digital files will not be stored on a University server.

### **The University agrees to:**

1. Recommend for clinical practice placement only those candidates who have earned a satisfactory record and have met the requirements established by the state and the University educator preparation program.
2. Request more specific placement consideration for candidates in certain fields (e.g., music, art, dance, agriculture, family and consumer science) due to the specialized nature of those disciplines.
3. Inform all candidates that they must meet all District requirements (including but not limited to attendance at orientation, completion of all appropriate paperwork and applications) for placement with the Fort Worth ISD and return required paperwork to the District in accordance with all deadlines set by the District.
4. Provide the District the right to refuse placement to any candidate based on any information obtained during the application process that does not meet District standards.
5. Provide the District the authority to dismiss, reassign, or take other appropriate action against a candidate deemed to be in the District’s best interest.
6. Provide candidate training on their responsibilities regarding participation in clinical practice, including professional conduct, rules set by the University, and state and federal laws relating to education with specific attention to FERPA and Texas Educator Code of Ethics.
7. Provide the District, the candidate, the cooperating teacher or mentor, and the University

Faculty Supervisor access to curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules, or any other documentation or materials necessary to effectively facilitate and support the clinical practice experience.

8. Require all candidates to sign an agreement that they will not share videos with anyone on any platform other than for the purpose of feedback, reflection, and learning with the cooperating teacher or mentor and University Faculty Supervisor.

**The University and the District jointly agree to:**

1. Establish and maintain ongoing, open communication between University staff and the District.
2. Comply with all applicable state and federal laws and regulations.

**Term of Agreement, Modification, Termination:**

This agreement shall be effective when executed by both parties and shall remain in effect for a period of one (1) year from the date of execution. This agreement may be terminated without cause upon written notice by either party, provided that all candidates currently participating in the experience at the District at the time of notice of termination shall be given the opportunity to complete their clinical practice at the District, as outlined by Texas Administrative Code.

This agreement may be modified in writing upon approval of both parties.

**Nondiscrimination:**

The Party is committed to an inclusive education and work environment that provides equal opportunity and access to all qualified persons. In their execution of this agreement the Parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.

**AGREED:**

**Texas State University**

**Fort Worth ISD**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael P. O'Malley, Dean  
College of Education

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CLINICAL TRAINING SERVICE PROVIDER**

**BACKGROUND:**

Interest is growing nationally in “teacher residencies” in which new and aspiring teachers experience full-time clinical training before taking on full responsibility as a teacher. With funding from the Bill & Melinda Gates Foundation and Fort Worth Education Partners, the service provider will provide Fort Worth Independent School District (FWISD) one additional District technical assistance to establish a clinical training school model. The purpose of this clinical training service provider will extend the reach of excellent teachers to more students, provide teachers with intensive support and a focus on instructional excellence. Fort Worth ISD, Everman ISD, Tarleton State University, and US PREP will work together to form a coherent plan to recruit, select, place, and support paid teacher residents in the Districts. The goal is to have 15 teacher residents in the 2021-2022 school year with a goal to eventually build full cohorts within each school district. The term of this Memorandum of Understanding shall commence effective on the date of execution by both parties and shall continue until July 31, 2022.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Clinical Training Service Provider
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Clinical Training Service Provider
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth Independent School District and Clinical Training Service Provider

**FUNDING SOURCE**

***Additional Details***

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Public Impact

**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**

School will be identified once the project begins

**RATIONALE:**

Teacher residencies face significant challenges: clinical placement and financial viability and sustainability. This agreement proposes to address both challenges by working with Fort Worth ISD and Tarleton State University to embed teachers residencies on teams following the clinical training school design. In addition, the technical assistance will help identify efficiencies in the personnel budget that would allow for the sustainability of the project.

**INFORMATION SOURCE:**

Kermit Spears  
Cherie Washington  
Raul Pena  
David Saenz



## Memorandum of Understanding for Fort Worth Independent School District's Participation in a Two-District Opportunity Culture Residency Design Cohort

This memorandum of understanding ("MOU") is made and entered into this September 22, 2020 by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, ("FWISD") and Public Impact, LLC ("Public Impact"). FWISD and Public Impact may be collectively referred to as "Parties" or individually as "Party".

This MOU outlines commitments by FWISD to extend the reach of excellent teachers to all students, build an Opportunity Culture, and create paid, yearlong teacher candidate residencies. The document provides a brief background on Public Impact's Opportunity Culture initiative and the terms of this MOU.

### **I. Project Overview: Primary Outcomes and Results to be Achieved**

Interest is growing nationally in "teacher residencies" in which new and aspiring teachers experience full-time clinical training before taking on full responsibility as a teacher. While promising, teacher residencies face significant challenges when it comes to scaling them effectively. The first is variability of quality in the clinical placement teacher residents experience. Schools are generally not well - designed to support high-quality professional learning; placing residents into the typical one-teacher -one-classroom model may not provide the quality of clinical experience that most new and aspiring teachers need. A second challenge is financial viability and sustainability. Ideally, teacher residents would be able to earn a salary and benefits during their residency year, but the cost can seem prohibitive.

Public Impact proposes to address both challenges by working with districts and teacher-preparation providers to embed teacher residencies on teams led by multi-classroom leaders within an Opportunity Culture school design.

This project will establish sustainably paid, year-long teacher residencies within Opportunity Culture schools. With funding from the Bill & Melinda Gates Foundation and Fort Worth Education Partners, Public Impact will provide FWISD and one additional district (tentatively Everman ISD) technical assistance to establish Opportunity Culture school models and district structures that extend the reach of excellent teachers to more students, provide teachers with intensive support and a focus on instructional excellence, and embed teacher residencies within Opportunity Culture school designs. We will work closely with FWISD, Everman ISD, Tarleton State University, and US PREP to ensure that the districts' Opportunity Culture designs and the teacher residency form a coherent plan to recruit, select, place, and support paid teacher residents in the districts.

Indicators of success include measures of strong Opportunity Culture design, which have been refined by Public Impact over several years studying implementation in 30 districts across the country. We will also look for desired quantitative and qualitative changes in teacher recruitment and placement in the districts, as well as student outcomes once Opportunity Culture is being implemented. Regarding residency, an early indicator of success will be the availability of residency slots that form what US PREP deems a full cohort, totaling 15-25 residents in the 2021-22 school year with a goal to eventually build full cohorts within each district. Later indicators of success will be the rate at which teacher residents remain in these districts and their success as teachers.

Sustainable design is a hallmark of Opportunity Culture, which requires districts and schools to carve out teacher stipends from existing budgets. This project is therefore a one-time investment to establish a structure that is

designed to grow as schools continue to direct existing funds to achieve full-scale, in which 100 percent of students are reached by an excellent teacher in core subjects. As FWISD scales Opportunity Culture to remaining schools in future years districts, a greater number of fully paid teacher resident slots will become available to the partnering educator preparation provider.

**II. Scope of Work to be Provided by Public Impact**

Public Impact is securing funds to provide the districts support in seven key areas to successfully implement teacher residency within Opportunity Culture school models. Estimated timing is included.

**1. Launch Meetings and Information Session: September-October 2020**

Deliverables include:

- a. A separate launch meeting with each district’s superintendent and designated Opportunity Culture lead to learn more about the district’s context and vision for this work.
- b. A cohort vision-setting session with the educator preparation provider, superintendents, and key leaders from each district to establish shared vision for Opportunity-Culture based teacher residency and action steps to take prior to Opportunity Culture design work in the districts. Such topics include but are not limited to: EPP programs to include, availability of teacher candidates to work in schools, and timeline of recruitment and selection.
- c. One information session for principals and leaders from both districts that conveys the concepts of Opportunity Culture and outlines the design process.

**2. District Design Assistance: begin by November 2020**

Public Impact design support gives the district the benefit of experience gained by Public Impact in other sites, access to tools that have been developed for those sites, and expert facilitators to help district leaders develop and refine models and processes that meet unique local contexts.

Deliverables include:

- a. Regular check-in calls with the designated district leads to run through the duration of the project.
- b. Four design sessions to help the district-level team develop requirements and selection criteria for new roles, determine pay supplements that will be sustainable within current budgets, consider requirements and implications for resident placement, recruit candidates, plan for competency-based selection of candidates, and establish accountability plans for the new teacher leader roles.
- c. Financial analysis to identify maximum pay supplements that could be sustained within existing funds should Opportunity Culture be taken to scale in the districts.
- d. Analysis of current pay in the districts compared to competitor districts and professions, with recommendations on pay supplement levels that would be both sustainable and competitive.

<p>The district design team includes leaders from the following departments:</p> <ul style="list-style-type: none"><li>• Superintendent</li><li>• HR/Human Capital</li><li>• Curriculum &amp; Instruction</li><li>• Innovation (if applicable)</li><li>• Finance</li><li>• Communications</li></ul>
---

**3. School Design Assistance: January – April 2021**

The district will need to select schools that will include appropriate grade levels and subject placements for teacher candidate residents from Tarleton State University (to be determined in Aug/Sept 2020). School design teams must be willing to pursue staffing design that allows two residents to be placed at the school.

Each school design team includes:

- Principal
- School Counselor (or person responsible for scheduling)
- 2-3 teachers

Deliverables include:

- a. Three design sessions to help sixteen (16) school-level teams (eight (8) schools from FWISD and eight (8) from Everman ISD) evaluate greatest needs for instructional improvement, outline roles and school models to tackle those changes, establish a three (3) year plan to get to scaled plans funded sustainably within current budgets, rework schedules to ensure teachers and school leaders have protected time for co-planning and coaching, and outline transition needs (such as technology, classroom updates, etc.). Schools from both districts will attend design sessions together at a site in the Fort Worth area.

*These sessions will be repeated during the 2021-22 school year for a second cohort of sixteen (16) schools (fourteen (14) schools from FWISD and two (2) from Everman ISD).*

- b. An additional session will be held during SY 2021-22 to help the school-level teams strengthen implementation and expand toward their full design.

**4. Recruitment and Selection Support: February – May 2021**

Deliverables include:

- a. A session to train district personnel on the Behavioral Event Interview technique, equipping them to select teacher leader candidates who display key competencies needed for success in these valuable, high potential roles.
- b. Compilation of suggested recruitment strategies from other sites.
- c. Job openings posted on the Opportunity Culture website.

**5. Opportunity Culture Roles Training and Professional Learning Sequence: Summer 2021 and SY 2021-22**

Deliverables include:

- a. Three (3) days of role-specific summer training sessions to help selected Opportunity Culture teacher leaders and their school principals prepare for success in their new roles and school models. These sessions draw on the experience and voices of peers who are implementing similar models in other districts.
- b. Professional learning sessions specific to Opportunity Culture roles during the school year. For an additional fee, Public Impact can coordinate its Opportunity Culture roles training with other delivery partners. For example, we have coordinated with New Leaders to ensure coherent training content and timing.
- c. Two (2) days of sessions for teacher candidate residents and resident mentors/MCLs to prepare for successful implementation of residency on the MCL's team. This engagement will be timed close to the start of the school year to prevent summer activity for residents.

**6. Implementation Monitoring and Support: SY 2021-22**

Deliverables include:

- a. Site visits to each school during the first year of implementation to interview staff in a variety of roles to gather information about implementation.
  - b. A memo for each school leader that documents strengths and potential strategies to improve the success of the school's teacher leader roles and model.
  - c. A memo for the district design team summarizes key findings from school support visits.
  - d. Coaching sessions with principals during the first year of implementation.
7. **Analysis of Outcomes and Results: Spring 2022**  
Deliverables include:
- a. A plan to track progress against three (3) key indicators, to be determined by the district during the 2020-21 design year.
  - b. School staff surveys to gather quantitative and qualitative data on the success of the Opportunity Culture roles and models.
  - c. A memo analyzing survey findings for district and school personnel to drive improvements in implementation.

### III. Opportunity Culture School Excellence Portal

Throughout this process, Public Impact will use its Opportunity Culture School Excellence Portal to provide a virtual planning and communications platform for schools, districts, states, and supporting organizations. The portal supports essential design activities, allows for rapid, personalized feedback on implementation, eases the collection of data for analysis of outcomes, and helps educators receive curated information and resources.

1. **Helps Facilitate the School and District Design Processes:**
  - a. Maintain design team member lists at the district and school levels to allow streamlined communications.
  - b. Organize and store design documents in a centralized location with tiered levels of access.
    - i. Schools can submit design plans to receive feedback from the district and Public Impact.
    - ii. Districts can see summary progress views for each school.
    - iii. Plans can be uploaded in Google Docs, Microsoft Office, or as photos of written work.
  - c. Access and receive notification of the latest Opportunity Culture resources from Public Impact.
2. **Mechanism of Support During Opportunity Culture Implementation:**
  - a. Quickly monitor implementation across schools to identify shared challenges.
  - b. Record rosters of OC roles and teams to collect and analyze progress monitoring data.
  - c. Track strengths and weaknesses of implementation against the five Opportunity Culture principles; quickly and easily compare across schools and with other districts.
  - d. Receive streamlined feedback from Public Impact, including updates, school visit reports, and survey results.  
Educators in Opportunity Culture schools will receive periodic emailed newsletters from Public Impact that contain information and resources designed for educators.

### IV. FWISD Commitments

1. By signing this MOU, FWISD commits to engage in the above technical assistance from Public Impact to establish an Opportunity Culture that adheres to five (5) design principles (as explained in more detail in the [District Implementation Review](#) document, hereby attached as Exhibit A:
  - a. Reach more students with excellent teachers and their teams.
  - b. Pay teachers more for extending their reach.

- c. Fund pay within regular budgets.
  - d. Provide protected in-school time and clarity about how to use it for planning, collaboration, and development.
  - e. Match authority and accountability to each person's responsibilities.
2. FWISD will select eight (8) schools to undertake design work in 2020-21 and fourteen (14) schools to undertake design in 2021-22. Schools will be selected to align with availability of teacher candidate resident placements by the participating EPPs (which will be determined in September 2020 or before). If the initiative is successful, the district will consider expanding Opportunity Culture to additional cohorts of schools.
3. FWISD will assign a point person to serve as the Opportunity Culture district design leader. This individual will have enough time and authority to oversee the work and will be accountable for ensuring fidelity with the Opportunity Culture principles.
4. FWISD's district design team will review and approve the staffing model designed by each participating school's design team and monitor each school's implementation and redesign to facilitate continuous improvement, based on criteria mutually agreed with Public Impact.
5. FWISD will give schools flexibility to reallocate funds within existing budgets to pay for their staffing plans.
6. FWISD will collaborate with Public Impact to gather data needed to monitor the initiative's success, including administering the annual Opportunity Culture survey to all staff in participating schools; gathering descriptive data (e.g., number of multi-classroom leaders, etc.) and enabling analysis of student growth data to determine impact on student learning.

#### **V. Term**

The term of this Memorandum of Understanding shall commence effective on the date of execution by both Parties and shall continue until July 31, 2022. The Parties may extend this MOU for two (2) additional one (1) year terms upon mutual written agreement of both Parties. FWISD may terminate this MOU, for any or no reason, upon sixty (60) days written notice to Public Impact.

#### **VI. Confidentiality Provision**

Each Party agrees hereby agrees not to divulge any proprietary or confidential information including any personally identifiable information, that it receives from a disclosing Party under this MOU to any person without written authorization from the disclosing Party. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), each Party agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

#### **VII. Miscellaneous Terms**

1. Nothing in this MOU shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
2. Neither Public Impact or FWISD shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the MOU in any publication or public presentation without the prior written consent of such other Party.

3. No alteration, cancellation, variation or addition to this MOU shall be of any force or effect unless reduced to writing as an addendum to this MOU and signed by the Parties or their authorized signatories.
4. This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.
5. None of the provisions of this MOU shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
6. The headings appearing in this MOU have been used for reference purposes only and shall not affect the interpretation of this MOU.
7. If any clause or term of this MOU should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this MOU shall be deemed to be severable there from and shall continue in full force and effect.
8. Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this MOU without the prior written consent of the other Party.
9. By signing below, each Party represents that they are authorized to execute this MOU and that each Party is bound to all terms of the MOU.
10. This MOU shall only become effective and legally binding on the Parties once it has been signed by the Parties.
11. No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.
12. The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between the Parties. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this MOU with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this MOU, the conduct of which is outside and independent of this MOU.
13. Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - a. To FWISD:  
Fort Worth Independent School District  
Name of District Contact: David Saenz  
Address: 1050 Bridgewood Dr. , Suite 113  
Fort Worth, TX 76112
  - b. With Copies to:  
Fort Worth Independent School District Office of Legal Services  
Attn: Legal Counsel  
100 N. University Dr.

Fort Worth, Texas 76107

c. To Public Impact:

Public Impact LLC

Name of Contact: Bryan Hassel, Co-President

Address: 405 E. Main Street, Suite A

Carrboro, NC 27510

14. Any dispute arising under this MOU shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

15. The terms of this MOU may be modified only upon a prior written amendment agreement executed by all Parties to this MOU.

16. This MOU constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

17. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by the either of any immunities from suit or from liability that either Party may have by operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**VIII. Signature Clause**

The Parties have caused this MOU to be executed by their duly authorized representatives. By signing this MOU, Fort Worth ISD and CSFTW signify that each Party understands and will comply with the conditions stated above.

*DS*

08/20/2020

**District Superintendent:**

<b>Name (print)</b>	<b>Date</b>	<b>Signature</b>

**Opportunity Culture District Design Leader:**

<b>Name (print)</b>	<b>Date</b>	<b>Signature</b>

**Public Impact Co-President:**

<b>Name (print)</b>	<b>Date</b>	<b>Signature</b>

### OPPORTUNITY CULTURE DISTRICT IMPLEMENTATION REVIEW

According to research, fidelity to the five Opportunity Culture Principles helps teaching teams and their schools exceed student growth expectations.

This rubric provides benchmarks to assess the strength of a *district's* Opportunity Culture *plan and implementation*. It covers the five Opportunity Culture Principles and other factors affecting outcomes.

The benchmark levels are based on research and analyses of national data about outcomes (student growth and teacher satisfaction) and scale (how many students and teachers benefit). *Multi-Classroom Leadership of small teams is essential, based on research about Opportunity Culture schools.*

The "High OC Fidelity" level is associated with the strongest student growth, teacher satisfaction, and/or positive impact on more students and teachers.

- **For district planning:** District design teams should use these benchmarks to make district-level design decisions and to set parameters for schools. Planning and implementing High OC Fidelity is more likely to produce maximum positive impact on students and teachers.
- **For assessment:** Choose the level that best describes the district's formal plans, or, for assessing implementation, the level best describing actual practice. Some districts may fall between levels; mark the lower level. Overstating may reduce district improvement efforts, leaving gaps intact.

Individual schools within a district may differ. See the *School Plan Review* and *School Implementation Review* for school-level rating rubrics.

Public Impact can provide comprehensive benchmarking against other OC districts and schools, and recommendations for improvement. Districts using Public Impact's School Excellence Portal have access to data continuously.

This tool will be updated on [OpportunityCulture.org](http://OpportunityCulture.org) as new data become available.

**District Name:**

**Date:**

**Rater's Name(s), Title(s), and Organization:**

**Purpose:**

- Making or Improving District's Plan       Assessing District's Plan       Assessing District's Actual Implementation

**Note:** "OC teacher" refers to those in advanced Opportunity Culture roles intended for teachers with a track record of excellence and high growth, unless otherwise indicated. Please see *Career Paths and Pay in an Opportunity Culture: A Practical Guide* for role definitions.

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CULINARY SCHOOL OF FORT WORTH**

**BACKGROUND:**

Fort Worth ISD and the Culinary School of Fort Worth will partner with us to facilitate work-based learning experiences for our culinary students as well as nurture a “homegrown” community-minded future workforce. Local industry leaders that are willing to collaborate and invest time and resources are not always easy to find. This collaboration will open doors for students as well as broaden our advanced level and practicum course placement within local hospitality and tourism businesses; thus, maximizing our local community network and visibility.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Culinary School of Fort Worth
2. Decline Approve Memorandum of Understanding Between Fort Worth Independent School District and the Culinary School of Fort Worth
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth Independent School District and the Culinary School of Fort Worth

**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**

North Side High School  
O.D. Wyatt High School  
Polytechnic High School  
South Hills High School  
Trimble Tech High School

**RATIONALE:**

Partnering with this local organization will benefit students and promote our community connectivity with the hospitality & tourism industry. There are three facets to this partnership:

- Students will develop real-world skill sets that enable them to obtain industry-based certificates. This organization is prepared to bridge the gap between academic knowledge and real world application.
- Post-secondary education is offered through this organization, and they want to promote the local community by giving preferential admission to FWISD culinary graduates.
- Employment opportunities will open up for current students and recent graduates because this organization assists in providing a community workforce pipeline.

**INFORMATION SOURCE:**

David Saenz

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into effect the day this MOU is executed by both Parties by and between The Culinary School of Fort Worth, an ACCET Accredited Post-Secondary Culinary School with ACFEF programmatic accreditation, having an address at 6550 Camp Bowie Blvd, Suite 110, Fort Worth, TX 76116 and is referred to as “CSFTW”; and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, with main office located at 100 N. University Drive, Fort Worth, TX 76107 and is referred to as the “ISD”.

## Purpose

CSFTW agrees to enter into an educational partnership supporting Career and Technical Education (CTE) programs at ISD. The programs selected for partnership are those whose focus is on the education, training, apprenticeship, and certification of culinarians, but is not solely limited to these programs.

## Mutual Responsibilities

CSFTW agrees to the following items in order to facilitate the beginning of this partnership:

1. CSFTW will provide scholarship opportunities for students graduating from a secondary school within the ISD of which this MOU is made. These scholarship opportunities are available to students for the period of time in which this memorandum is in effect. Institutional scholarships cannot be combined. Students are only eligible for one scholarship.
  - (a) CSFTW, as a party to this memorandum, and as a result of a signed articulation agreement with ProStart, will offer a \$2,500 scholarship to students who graduate from a ProStart high school program having earned their ProStart Certificate of Achievement.
  - (b) CSFTW, as a party to this memorandum, and as a result of its execution, will offer a \$2,500 scholarship to any student who certified in high school as a Certified Fundamental Cook® who also completed the Apprenticeship track (695 OJL Hours) with the curriculum provided by The Culinary School of Fort Worth.
  - (c) CSFTW, as a party to this memorandum, and as a result of a signed MOU with FCCLA, will offer a \$1,000 scholarship to CSFTW to any FCCLA student who medalled (gold, silver, bronze) as an individual or as part of a team at any state or national competition, to include any STAR or Fall events, in the 11 categories listed under Hospitality and Tourism. Alternatively, a student who serves as a FCCLA regional or national officer is eligible for a \$1,000 scholarship to CSFTW. These FCCLA scholarships cannot be combined and must be used within (12) months of high school graduation date.
  - (d) CSFTW, as party to this memorandum, and as a result of its execution, will offer a \$1,000 scholarship to any student who graduates from a secondary school within the ISD of which this MOU is made, who is identified by their program coordinator as having graduated in the top 10% of their culinary program. This scholarship requires an official high school transcript and a letter of recommendation from the high school program coordinator stating this student’s performance in the program was in the top 10%.
  
2. CSFTW, as a party to this memorandum, and as a result of its execution, will offer professional development opportunities to culinary educators teaching within the ISD of which this MOU is made.

- (a) CSFTW will provide video content for use by educators for mastery level culinary support and to aid in the virtual content platforms, at the request of the educators.
  - (b) CSFTW will allow educators to come to the school and observe instructors teaching classes on a prescheduled and preapproved basis through coordination with the High School Outreach Coordinator.
  - (c) CSFTW will offer on campus demos, at the secondary school, in order to provide educational support as a component of this partnership with the goal of increasing program participation at the host school. These demos will be provided by a CSFTW representative on a prescheduled and preapproved basis.
  - (d) CSFTW agrees to discuss professional development workshop needs of the ISD and its culinary educators and provide customized pricing for these workshops for both groups and individuals, at the request of the ISD.
3. CSFTW, as a party to this memorandum, and as a result of its execution, will offer group tour opportunities to programs within the ISD of which this MOU is made. Snacks and refreshments will be provided for tours.

ISD agrees to enter into an educational partnership with CSFTW. The ISD agrees to the following items in order facilitate the beginning of this partnership:

1. The ISD agrees to distribute information regarding scholarship opportunities to all applicable programs and schools. Furthermore, the ISD agrees to reasonably promote CSFTW scholarships in all applicable areas considered common for such promotion.
2. The ISD agrees to enter into discussions about the professional development needs of the culinary educators.
3. The ISD agrees to provide transportation for the students and educators who are scheduled to tour CSFTW, on a prescheduled and preapproved basis, in accordance with the ISD's travel policies.
4. The ISD agrees, to the extent possible and reasonable, to promote the partnership contained herein on the district website and/or other applicable social media platforms.

#### **Term**

The term of this Memorandum of Understanding shall commence effective on the date of execution by both Parties and shall continue for a period of 12 months. ISD shall have the full option to extend this MOU for 12 months upon written notice not less than 30 Days before the current term expires. Notwithstanding the foregoing, in the event that the term, 12 months or 1 year, after the date of effectivity of this MOU have passed, then all parties will consider the MOU satisfied and will terminate the MOU. ISD may terminate this MOU, for any or no reason, upon sixty (60) days written notice to CSFTW.

#### **Confidentiality Provision**

Each Party agrees hereby agrees not to divulge any proprietary or confidential information including any personally identifiable information, that it receives from a disclosing Party under this MOU to any person without written authorization from the disclosing Party. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), each Party agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

**Miscellaneous Terms**

- (a) Nothing in this MOU shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- (b) Neither CSFTW or ISD shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the MOU in any publication or public presentation without the prior written consent of such other Party.
- (c) No alteration, cancellation, variation or addition to this MOU shall be of any force or effect unless reduced to writing as an addendum to this MOU and signed by the Parties or their authorized signatories.
- (d) This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.
- (e) None of the provisions of this MOU shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- (f) The headings appearing in this MOU have been used for reference purposes only and shall not affect the interpretation of this MOU.
- (g) If any clause or term of this MOU should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this MOU shall be deemed to be severable there from and shall continue in full force and effect.
- (h) Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this MOU without the prior written consent of the other Party.
- (i) By signing below, each Party represents that they are authorized to execute this MOU and that each Party is bound to all terms of the MOU.
- (j) This MOU shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- (k) No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.
- (l) The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between the Parties. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this MOU with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this MOU, the conduct of which is outside and independent of this MOU.
- (m) The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this MOU because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this

provision, this MOU may be cancelled, terminated, or suspended in whole or in part by the other Party.

- (n) Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- (1) To ISD:  
Fort Worth Independent School District  
Name of District Contact: Daphne Rickard  
Address: 1050 Bridgewood Dr.  
Fort Worth, TX 76112
- (2) With Copies to:  
Fort Worth Independent School District Office of Legal Services  
Attn: Chief Legal Counsel  
100 N. University Dr.  
Fort Worth, Texas 76107
- (3) To CSFTW:  
Culinary School of Fort Worth  
Contact: Scott Wade  
Address: 6550 Camp Bowie Blvd, Ste. 110  
Fort Worth, TX 76116

- (o) Any dispute arising under this MOU shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.
- (p) The terms of this MOU may be modified only upon a prior written amendment agreement executed by all Parties to this MOU.
- (q) This MOU constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.
- (r) The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by the either of any immunities from suit or from liability that either Party may have by operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**Signature Clause**

The Parties have caused this MOU to be executed by their duly authorized representatives. By signing this MOU, Fort Worth ISD and CSFTW signify that each Party understands and will comply with the conditions stated above.

**Culinary School of Fort Worth**

**Fort Worth Independent School District**

*DR*  
*DS*  
08/31/2020

By: Scott F. Wade

By: \_\_\_\_\_

Name: Scott Wade

Name: \_\_\_\_\_

Title: President, The Culinary School of FW

Title: \_\_\_\_\_

Date: 8/12/20

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: Alexander Athanason

Title: Attorney Representing ISD

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND NON-PROFIT YOUTH DEVELOPMENT PROGRAM TO PASS-THROUGH AVERAGE DAILY ATTENDANCE**

**BACKGROUND:**

For the past three years, Fort Worth ISD (FWISD) has engaged in an Average Daily Attendance (ADA) pass-through based on the student attendance reported daily by the non-profit youth development program. This agreement is a renewal of the ADA pass-through agreement, intended to create sustainable child care partnerships between Fort Worth ISD and the child care community. The child care partner employs a certified pre-kindergarten teacher for each participating classroom and uses the same curriculum and supporting materials as those in the Fort Worth ISD schools. The children will be enrolled in the school district's virtual learning campus to access ADA, which will be passed to the child care partner to cover a portion of the cost related to high quality pre-kindergarten.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Non-Profit Youth Development Program to Pass-Through Average Daily Attendance
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Non-Profit Youth Development to Pass-Through Average Daily Attendance
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth Independent School District and Non-Profit Youth Development Program to Pass-Through Average Daily Attendance

**FUNDING SOURCE**

Special Revenue

*Additional Details*

429-11-6299-074-228-32-143-000000-21218

**COST:**

Not-to-Exceed \$150,000 (Based on Total of 44 students x 182 days x \$16.80 pre-k ½ rate with \$15,000 cushion).

**VENDOR:**

YMCA of Metropolitan 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**

Early Learning Department

**RATIONALE:**

This partnership will ensure all children receive high quality early learning classroom experiences delivered by certified pre-kindergarten teachers in the participating classrooms. By partnering with the youth development program pre-kindergarten program, FWISD will positively impact the kindergarten readiness of future FWISD students.

**INFORMATION SOURCE:**

Jerry Moore

**MEMORANDUM OF UNDERSTANDING**  
**YMCA OF METROPOLITAN OF FORT WORTH**  
**AND**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This memorandum of understanding (MOU) is made and entered into by and between the YMCA of Metropolitan Fort Worth (hereinafter referred to as YMCA), and the Fort Worth Independent School District a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as FWISD). FWISD and YMCA may be collectively referred as the "Parties" or individually as "Party". The Parties hereto have collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described. The period for performance of this agreement shall be effective commencing ~~August 26, 2020~~ and terminating June 18, 2022.

*Sept. 23, 2020. a.d.*

**PURPOSE:**

Whereas the YMCA and FWISD desire to enter into an agreement in which all Parties will work together to ensure all children receive high quality early learning classroom experiences delivered by certified pre-kindergarten teachers in the participating classrooms.

The YMCA agrees to supply the following documentation no later than ~~September 8, 2020~~: *Sept 23, 2020*

- Documentation that the YMCA has hired one (1) certified teacher for each of the participating classrooms, including any documentation necessary to demonstrate compliance with Chapter 21 of the Texas Education Code.
- Written confirmation that the YMCA agrees to submit daily attendance records to the District's Early Learning Department by 9:30am.
- Documentation showing that the YMCA is in good standing as a child care program with Texas Rising Star as a 4-Star program and the Texas licensing at DFPS.

*Failure to provide the required documentation by the deadline will make this agreement voidable.*

**SECTION 1- RESPONSIBILITIES**

**1.1 FWISD agrees to the following:**

**1.1.1. Enrollment**

- A. Enroll eligible pre-kindergarten children (3 to 4 years of age by Sept 1st of the current year) in the district's virtual early learning campus to obtain average daily attendance (ADA) throughout the school year.
- B. Provide registration packets (online or paper) and documentation required for families to complete for each child in a participating classroom.
- C. Provide ongoing attendance documentation to obtain average daily attendance (ADA) throughout the school year for participating pre-kindergarten children.

### **1.1.2 Professional Learning**

- A. Provide an early learning expert/coach to conduct in-classroom coaching consisting of four (4) hours per month for the YMCA's certified pre-kindergarten teachers in the participating classrooms.
- B. Allow YMCA pre-kindergarten teaching staff in participating classrooms to attend district professional learning sessions throughout the agreement.

### **1.1.3 Payment**

FWISD will pay the YMCA 80% of the allotted ADA for each eligible pre-kindergarten child in the participating classrooms based on monthly invoices and documentation of attendance. The payment to the YMCA is made to offset costs of the certified teacher salary.

## **1.2 YMCA agrees to the following:**

### **1.2.1 Enrollment**

- A. Enroll at least fifteen (15) but no more than twenty-five (25) eligible pre-kindergarten children (3 to 4 years of age by Sept 1) in each participating classroom as described in Appendix A.
- B. Collect all required documentation in the FWISD enrollment packets for each child in a participating classroom.
- C. Provide at least three (3) hours of cognitive instruction for the 182 instructional school days, per FWISD school calendar.
- D. Submit daily attendance reports to FWISD's Early Learning department by 9:30 am each instructional day.
- E. In the event a child drops out of the YMCA participating classroom, FWISD will be notified immediately.

### **1.2.2 Staffing**

- A. Employ one (1) degreed and certified pre-kindergarten teacher for each participating classroom.
- B. Ensure any vacancy of the certified pre-kindergarten teacher is filled within 30 days.
- C. Permit certified pre-kindergarten teacher to participate in professional learning opportunities provided by FWISD.
- D. Comply with all criminal history background checks as required by law for District and YMCA employees.

### **1.2.3 Instructional Practices**

- A. Complete the student assessment, CLI Engage Progress Monitoring tool, on all enrolled children in the participating classrooms three (3) times per year.
- B. Implement a research-based curriculum that addresses the Texas Pre-Kindergarten Guidelines such as Frog Street Press to maximize student outcomes. Additional acceptable curricula are listed in Appendix C.
- C. Establish a developmentally appropriate classroom environment as described in the Texas Pre-Kindergarten Guidelines with space and materials (include learning centers and whole group area).
- D. Conduct at least two (2) parent-teacher conferences during the school year with the parents of each student enrolled in the participating classroom.
- E. Provide a report to parents each six-week reporting period, based on the FWISD calendar for reporting.

- F. Permit FWISD staff to observe and evaluate the delivery of instructional practices and services in the classroom. This may include documents and records that are directly related to this contract such as student assessment data and lesson plans, to ensure adherence to Texas Education Agency (TEA) standards are met.

#### **1.2.4 Reporting Incidents**

- A. Current Law (Texas Family Code, Chapter 261, 261.101) requires that professionals such as teachers, doctors, nurses or childcare workers must make a verbal report within 48 hours of suspected child abuse or neglect. Failure to report suspected child abuse or neglect is a misdemeanor punishable by imprisonment of up to 180 days and/or a fine of up to \$2,000 (Texas Family Code, Chapter 261).

#### **1.2.5 Data Records/Recordkeeping**

- A. FWISD is subject to the TPIA as set forth in Texas Government Code Chapter 552. As a school district Agreement, the YMCA acknowledges and agrees that some records of the YMCA related to this Agreement, and the services under this Agreement, may be subject to disclosure. The YMCA acknowledges and agrees to comply with the requirements of the TPIA, should a public information request be made of it, and understands the FWISD shall only be responsible for the public information requests directed or submitted to the FWISD.
- B. The YMCA agrees to collect and provide to FWISD all data and supporting documentation required by the Public Education Information Management System and other provisions of Texas Education Code. These shall include but not be limited to daily attendance, enrollment, demographic, discipline, special program, student performance, assessments and staff data.
- C. The YMCA acknowledges and agrees that FWISD shall have a right of access to any and all employment records of the YMCA's staff who have contact with the eligible children enrolled in the participating classrooms. The YMCA further agrees to make immediately available to the FWISD such employment records upon request.
- D. As to documents related to this Agreement, and the YMCA's services under this Agreement, the YMCA agrees to be subject to the Texas Record Retention laws as set forth in the Texas Government Code and Texas Local Government Code and related schedules for retention. The YMCA agrees to comply with the requirements of the Texas Record Retention Laws and understands the FWISD shall only be responsible for maintaining and retaining records within its possession.

#### **1.2.6 Payments**

- A. YMCA shall submit an invoice for payment each month between the 1<sup>st</sup> and 5<sup>th</sup> business day for the previous month's ADA to the Early Learning Department. Formula for total will be disseminated after documentation of eligibility criteria collected, which will be the basis for the ADA (i.e. bilingual, income, foster, and military may receive additional funds).
- B. The YMCA will provide half-day (3 hours) pre-kindergarten education services to identified eligible children on a tuition-free basis and may not charge parents during the three (3) hours of the school day paid by FWISD as agreed upon in this Agreement.

**SECTION 2- LIABILITY AND INDEMNIFICATION:**

- 2.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the YMCA obligations under this agreement are contingent upon actual receipt of required documentation to meet obligations hereunder.
- 2.2 It is expressly agreed and stipulated that the YMCA is entering into agreement with FWISD and that YMCA agrees to indemnify and hold FWISD harmless from any and all costs, damages, losses or other claims, including disallowed costs and attorney's fees, arising out of or resulting from performances or lack of performances by said entities under this agreement caused, in whole or in part, by any negligent or willful act, or omission of these entities, their employees, officers, agents, servants or representatives of anyone acting on the entity's behalf in connection with this agreement to the extent permitted by State and Federal laws.

**SECTION 3- TERMINATION:**

- 3.1 Either party may terminate this Agreement upon sixty (60) day written notice to the other party.
- 3.2 This Agreement may also be terminated at any time upon mutual agreement of the parties.
- 3.3 Section 2 will survive termination of this Agreement.

**SECTION 4- NON-ASSIGNMENT AND SUBCONTRACTING:**

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

**SECTION 5- ORAL AND WRITTEN AGREEMENTS:**

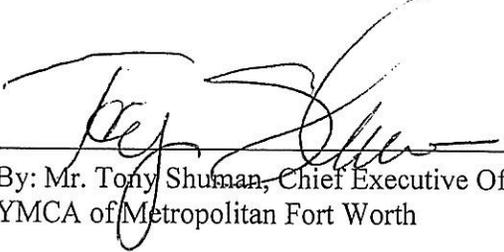
- 5.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- 5.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

**SECTION 6- GOVERNING LAW AND VENUE:**

This agreement and all rights and obligations of the parties hereto and all the terms and the conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. The parties hereto agree that venue shall be in Tarrant County, Texas.

**SECTION 7- NON APPROPRIATION**

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.

  
By: Mr. Tony Shuman, Chief Executive Officer  
YMCA of Metropolitan Fort Worth

8-18-20  
Date

\_\_\_\_\_  
By: Dr. Kent Scribner  
Superintendent  
Fort Worth Independent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Dr. Cheryl Mixon  
Executive Director, Early Learning  
Fort Worth Independent School District

\_\_\_\_\_  
Date

## Appendix A: Criteria for Eligibility

### Eligibility for Prekindergarten

Pre-kindergarten children are either 3 or 4 years of age as of September 1 of the current school year (for the purposes of establishing eligibility). Eligible children must meet at least one of the criteria listed below.

- Be unable to speak and comprehend the English language
- Be educationally disadvantaged, which means a student eligible to participate in the national free or reduced-price lunch program (see below)

<i>Effective July 1, 2020 – June 30, 2021</i>					
No. of Household Members	Total Income				
	Annual	Monthly	Twice/Month	Every Two Weeks	Weekly
1	\$12,760	\$1,063	\$532	\$491	\$246
2	\$17,240	\$1,437	\$719	\$664	\$332
3	\$21,720	\$1,810	\$905	\$836	\$418
4	\$26,200	\$2,184	\$1,092	\$1,008	\$504
5	\$30,680	\$2,557	\$1,279	\$1,180	\$590
6	\$35,160	\$2,930	\$1,465	\$1,353	\$677
7	\$39,640	\$3,304	\$1,652	\$1,525	\$763
8	\$44,120	\$3,677	\$1,839	\$1,697	\$849
For each additional family member, add	+\$4,480	+\$374	+\$187	+\$173	+\$87

These guidelines are based on 130% (free) and 185% (reduced) of the federal poverty guidelines and are effective March 1, 2020 – June 30, 2021.

- Be homeless, as defined by 42 United States Code (U.S.C.) Section 1143a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child

- Be the child of an active duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority;
- Be the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty;
- Be in, or have been in, the conservatorship of the Department of Family and Protective Services (DFPS) following an adversary hearing held as provided by Section 262.201, Family Code;
- Be the child of a person eligible for the Star of Texas Award as a peace officer (3106.002), firefighter (3106.003), or emergency medical first responder (3106.004).
- <https://tea.texas.gov/ece/eligibility.aspx>

## APPENDIX B: Documentation Requirements for Enrollment

The YMCA must collect the following from all families that have a child in the participating classroom:

- Birth Certificate or any of the following: Proof of Birth, Hospital Birth Facts, Baptismal Certificate, Passport
- Proof of Address in parent/guardian's name or Affidavit of Residency Form (Utility Bill or Apartment Lease)
- Immunizations Record
- Proof of Income (pay stub dated during most recent month, Notarized letter from employer on company letterhead, Medicaid Award Letter, Food Stamp Award Letter, SSI Award Letter, TANF Award Letter)
- Parent/Guardian Photo ID (Parent ID must match parent name on birth certificate OR guardian must provide guardianship paperwork)
- Home language survey (included in registration documents)

## Appendix C: Approved Curriculum

### TEA Approved Pre-Kindergarten Curriculum List

- ✓ Frog Street Pre-K: Texas System
- ✓ Texas DLM Early Childhood Express
- ✓ Opening the World of Learning: Texas Comprehensive Pre-K
- ✓ Big Day for Pre-K: Texas Program
- ✓ HighScope Preschool Curriculum & Assessment
- ✓ Teaching Strategies System for Pre-K, Texas edition

TEA web pages:

<https://tea.texas.gov/WorkArea/DownloadAsset.aspx?id=51539621161>

<https://tea.texas.gov/curriculum/teks/> (see TEKS-Related Documents: Pre-Kindergarten Guidelines)

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC:       APPROVE CONTINUED MEMORANDUM OF UNDERSTANDING  
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND  
YOUTH DEVELOPMENT PROGRAM TO ENHANCE CHILDREN’S  
GROWTH AND DEVELOPMENT**

**BACKGROUND:**

The youth development program operates a School Readiness Program (the “Program”) for children age birth to five attending child care programs located near elementary campuses in Fort Worth ISD (FWISD); approximately 40 child care facilities receive a number of services designed to support improvement in the quality of care provided to enhance children’s growth and development. The youth development program and FWISD partnered together for a multi-year evaluation of the Program. A descriptive program analysis evaluation from 2013-2019 indicated that FWISD pre-K and kindergarten students attending the programs had higher school readiness scores than the average scores of their peers.

The program has enhanced its School Readiness Model, and recognizes the need to continue this partnership for a comprehensive, independent evaluation of the Program, including monitoring children’s school readiness when they enter FWISD and their academic success as they progress through school. This will help determine the extent to which the Program is cost-effective intervention for preparing children for school and decreasing the likelihood that students would be retained and have to repeat a grade later.

The program’s model is based on proven approaches used by Early Reading First grants and Texas School Ready programs and includes research-based curriculum; technology-driven child and program progress monitoring; and intense, ongoing teacher/director/mentor education and family engagement programs.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Continued Memorandum of Understanding Between Fort Worth Independent School District and Youth Development Program to Enhance Children’s Growth and Development
2. Decline to Approve Continued Memorandum of Understanding Fort Worth Independent School District and Youth Development Program to Enhance Children’s Growth and Development
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Continued Memorandum of Understanding Between Fort Worth Independent School District and Youth Development Program to Enhance Children’s Growth and Development

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**VENDOR:**

Camp Fire First Texas

**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**

Early

Learning

Department

**RATIONALE:**

The partnership between Fort Worth ISD and the program will help identify, monitor, and track early childhood/preschool students. The District will benefit from the findings about the effectiveness and student impact the program provides to the early age students. The framework will provide opportunities for the students to grow and be successful in life.

**INFORMATION SOURCE:**

Karen Molinar

**Memorandum of Understanding  
BY AND BETWEEN  
CAMP FIRE FIRST TEXAS AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (the “Agreement”) is by and between **Camp Fire First Texas (Camp Fire)**, a youth development organization, with business offices at 2700 Meacham Boulevard, Fort Worth, Texas 76137 and the **Fort Worth Independent School District (FWISD)**, a political subdivision of the State of Texas and a legally constituted independent school district, located at 100 North University Drive, Fort Worth, Texas 76107. Camp Fire and FWISD may be referred to collectively as “Parties” or individually as “Party”.

**I. BACKGROUND**

1. The Camp Fire School Readiness Program (CFSRP), established in 2005, is a comprehensive, research-based program designed to improve children’s school readiness by improving the quality of child development centers in target neighborhoods that feed into FWISD schools. The CFSRP offers professional development for Center teachers and directors; as well as on-site, individualized coaching and mentoring for teachers improve the quality of care and education they provide.
2. Camp Fire and FWISD have partnered to evaluate the effectiveness of the CFSRP including a Memorandum of Understanding (MOU) in 2014 which created a confidential and secure data-sharing process. The MOU enabled the Camp Fire evaluator to track CFSRP students as they entered FWISD and progressed to the third grade. The evaluator compared the kindergarten readiness and academic achievement of these children with demographically similar (deidentified) groups of children who had not participated in the CFSRP.
3. The evaluation results have shown that, since Fall 2015, FWISD prekindergarten and kindergarten children who attended one of the CFSRP centers entered FWISD with significantly higher ratings than a demographically matched comparison group on language and literacy skills. FWISD kindergarten and first grade children who had attended one of the CFSRP centers had higher reading and math scores on standardized tests than the demographically similar comparison groups. The results were mixed in the area of social-emotional development with the CFSRP prekindergarten and kindergarten children showing higher ratings than their comparison counterparts in some areas but not in others.
4. Camp Fire recognizes the need to continue the evaluation of their program with a new focus on a process evaluation to identify specific aspects of the program that may or may not be working well. The results of the process evaluation will be linked to the children’s school readiness and academic outcomes in FWISD. The results of this continued evaluation will be used for continued improvement of the CFSRP, particularly in relation to support for early childhood teachers as they help young children develop the early literacy and social skills needed to be ready for prekindergarten and kindergarten.

**II. ROLES AND RESPONSIBILITIES**

1. Camp Fire will collect and securely maintain child enrollment data from each childcare facility participating in the Program. Each August or September, Camp Fire will provide FWISD with a list of children scheduled to enter FWISD pre-k or kindergarten in the upcoming school year. The list will include each child’s first and last name and date of birth and Camp Fire cohort identifier (see Appendix A for more detail).
2. Camp Fire has hired Aware Research Solutions, LLC as the external evaluator to conduct the annual evaluation of the impact of the CFSRP on children’s school readiness and academic progress in the FWISD. AWare Research Solutions, LLC, agrees to sign an Assurance of Confidentiality as an agent of Camp Fire.
3. FWISD will provide requested student data to Camp Fire and their external evaluator, AWare Research Solutions, LLC. FWISD has agreed to waive the data collection fee for the once-a-year data request. This Agreement will be reviewed annually and data collection fee to be paid by Camp Fire to FWISD may be added if Camp Fire determines that multiple data submissions during the year are needed.
4. Each year, Camp Fire will discuss the evaluation results with FWISD Early Learning staff and provide FWISD with the annual evaluation report.

### III. EVALUATION OBJECTIVES

The evaluation includes four (4) objectives that address both the process and the outcomes of implementing the CFSRP in the targeted child development centers.

1. To assess the extent to which the CFSRP is implemented with fidelity. This ‘process’ portion of the evaluation was added in the 2018-2019 school year to help Camp Fire staff identify program elements that might need continued and/or increased focus and support.
2. To assess the program’s effectiveness in improving children’s developmental skills, particularly early literacy and social-emotional skills.
3. To assess the program’s effectiveness in improving center and classroom quality.
4. To assess the impact of the program on children’s school readiness and academic success in FWISD schools.

Objective #4 is the most relevant for the partnership between Camp Fire and FWISD because it involves the use of FWISD student level demographic and assessment data. For each set of FWISD generated data, evaluators will conduct statistical analyses comparing the performance of students who attended a CFSRP facility with the performance of similar students who *did not* participate in the program. These analyses will determine if there are statistically significant differences between the two groups of children.

### IV. REQUESTED DATA

As in prior years, the evaluation follows multiple cohorts of CFSRP children as as they enter FWISD in either prekindergarten or kindergarten and subsequently progress through the third grade. These cohorts include groups of children who are already in FWISD and have been part of the prior evaluations as well as new groups of children participating in the CFSRP through the school year 2023/24 (see Table 1).

Table 1: Cohorts of Children Include in the CFSRP Evaluation

Year at CFSRP	Child Age	Child Grade Level in FWISD					
		2019/20	2020/21	2021/22	2022-23	2023/24	2024/25
2023/24	3 yrs.						Pre-K
	4 yrs.						Kinder
2022/23	3 yrs.					Pre-K	Kinder
	4 yrs.					Kinder	1 <sup>st</sup>
2021/22	3 yrs.				Pre-K	Kinder	1 <sup>st</sup>
	4 yrs.			Pre-K	Kinder	1 <sup>st</sup>	2 <sup>nd</sup>
2020/21	3 yrs.			Pre-K	Kinder	1 <sup>st</sup>	2 <sup>nd</sup>
	4 yrs.			Kinder	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
2019/20	3 yrs.		Pre-K	Kinder	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
	4 yrs.		Kinder	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
2018/19	3 yrs.	Pre-K	Kinder	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
	4 yrs.	Kinder	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>		
2017/18	3 yrs.	Kinder	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>		
	4 yrs.	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>			
2016/17	3 yrs.	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>			
	4 yrs.	2 <sup>nd</sup>	3 <sup>rd</sup>				
2015/16	3 yrs.	2 <sup>nd</sup>	3 <sup>rd</sup>				
	4 yrs.	3 <sup>rd</sup>					

The FWISD data requested for each cohort will depend on the children's grade level at each year of the evaluation and will include de-identified student level data from:

- The CLI Engage progress monitoring assessment administered to students at the beginning of their pre-kindergarten year.
- The Kindergarten Entry Assessment (KEA) at the beginning of their kindergarten year.
- National norm-referenced test scores, currently the Iowa Test of Basic Skills (ITBS, reading and math portions), administered to students in the spring of their kindergarten, 1<sup>st</sup>, and 2<sup>nd</sup> grade years.
- The State of Texas Assessments of Academic Readiness (STAAR) grade level assessments administered to students in the spring of their 3<sup>rd</sup> grade year.<sup>1</sup>

In addition to the assessment data, the request includes student level, de-identified demographic data including:

- Race/Ethnicity
- Gender
- Free/Reduced Lunch Status
- LEP, Gifted/Talented & Special Education Status
- Grade Level
- Campus name and number

Appendix B shows more detail about the annual request. Each year, of course, the dates change to reflect the current evaluation year.

## **V. DATA SHARING, USE AND ACCESS**

Camp Fire acknowledges that any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 2011 (FERPA) and shall not be permitted to occur. Therefore, Camp Fire ensures that the following measures will be put in place and maintained for the duration of the project.

1. Camp Fire and FWISD will use an annual FERPA-compliant process whereby Camp Fire provides FWISD with the names and birthdates of students attending one of the designated child care facilities and FWISD Accountability and Data Quality staff match to the child data in FWISD records, de-identify the data and return the new data files to Camp Fire. Using the process described in this Agreement, Camp Fire staff and/or the external evaluators contracted by Camp Fire will not have access to or be able to link any of the data provided by FWISD to an individual child. Additional detail about the data sharing process is provided in Appendix A.
2. Camp Fire may use the data only to meet the purposes of the study specified in this Agreement.
3. Camp Fire will not allow access to the data by anyone other than authorized Camp Fire staff or authorized representatives of AWARE Research Solutions, the external evaluator conducting the evaluation of the Program.
4. Camp Fire will maintain a list of persons authorized to have access to the data and, if requested by FWISD, will provide a list of the names, titles, and roles of its authorized representatives, including its external evaluators, AWARE Research Solutions, LLC. Camp Fire will also identify those individuals who have had access to such information, but who no longer have access and will disclose the date of their removal from the right of access list.
5. Camp Fire shall ensure that each of its authorized representatives who have access to the data are aware of the restrictions on the use and redisclosure of the data and have agreed to keep it confidential as required by this Agreement.
6. Camp Fire agrees that the data will be stored in password protected files and that only authorized representatives will have access to the password. In addition, as an extra security measure, the transfer of the data between Camp Fire and FWISD will be by secure electronic file transfer accessed only by ADQ staff

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<sup>1</sup> Camp Fire recognizes that due to the Covid-19 pandemic, assessment data from fall 2020 will not be available.

and the program evaluator (Aware Research Solutions LLC) or by hand delivery of the password protected files.

7. Camp Fire assures that in all reports, electronic or otherwise, derived from information made available under this Agreement, all data shall be aggregated in such a way that no individual student will be identified directly or by deduction.
8. Camp Fire agrees that, within 30 days after the data are no longer needed for the purposes for which the study described in this Agreement was conducted, it will destroy or return to FWISD all data in its possession or control.

## **VI. STUDENT INFORMATION**

1. Student Information– Camp Fire will only access and utilize FWISD student information as authorized and detailed in this Agreement.
2. Personally Identifiable Information. As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3;
3. De-identified Information. As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student’s name; the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as the student’s social security number, student number, or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Camp Fire reasonably believes knows the identity of the student to whom the education record relates; and
4. The Parties understand that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

## **VII. METHOD OF DATA ACCESS OR TRANSFER**

The requestor and its agents will establish specific safeguards to assure the confidentiality and security of individually identifiable records or record information. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

## **VIII. CONFIDENTIALITY**

To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children’s Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment (“PPRA”).

## **IX. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION**

1. Camp Fire shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of Camp Fire, its board members, officers, employees, or agents. Camp Fire agrees to indemnify FWISD and hold FWISD harmless for any damages caused by the improper disclosure of PII, to the extent caused by the conduct of Camp Fire, its board members, officer, employees, or agents, and to defend FWISD against such claims for damages.
2. The Parties agree that the terms and requirement in this Section survive the expiration of the term of this Agreement.

#### **X. ASSURANCES AND NOTIFICATIONS**

1. By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall immediately notify the other Party.
2. Camp Fire shall notify FWISD immediately if Camp Fire determines or knows that PII has been improperly disclosed to Camp Fire personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source.
3. Camp Fire shall notify the FWISD immediately if Camp Fire determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that Camp Fire has improperly disclosed PII that Camp Fire obtained from FWISD. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

#### **XI. GENERAL CONDITIONS**

1. To affect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, both Parties agree:
  - a. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform each other of such efforts. Nothing in this agreement shall be construed to allow Parties to maintain, use, disclose, or share student record information received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act ("HIPAA").
  - b. That for purposes of this Agreement and for ensuring Parties' compliance with the terms of this Agreement and all applicable local and federal laws, Parties shall designate an official to act as temporary custodian of the data received by Parties pursuant to this Agreement and the contact person for all matters related to this Agreement. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this Agreement.

- c. To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Parties shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under this Agreement.
- d. That personally identifiable information collected and shared is confidential. Camp Fire will not disclose data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of Camp Fire shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual student.
- e. To not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- f. Camp Fire is not authorized to continue research using the data obtained under this Agreement upon the termination of this agreement. Camp Fire will destroy all data obtained under this Agreement and amendments to it when no longer needed.
- g. That 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 Camp Fire may only present, publish and use the data in an aggregated form, converted to De-Identified Information, with no Personally Identifiable Information. Camp Fire 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;
- h. Camp Fire agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results for FWISD'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 FWISD to Camp Fire 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.
- i. That Camp Fire will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this Agreement. Each agency reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students.
- j. That Camp Fire will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. Non-Personally Identifiable Information provided to Camp Fire will only be used by Camp Fire for purposes defined in this Agreement;
- k. Camp Fire will destroy or return all data files and hard copy records to FWISD that contain Personally Identifiable Information and purge any copies for such data from its computer system:
  - (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
  - (2) Within five (5) business days after Personally Identifiable Information is no longer needed for the purposes stated in this Agreement.
  - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.

2. Camp Fire understands that this Agreement does not convey ownership of FWISD's data to Camp Fire. Any and all data shared by FWISD pursuant to this Agreement and/or any Project Authorization is, and always will remain, the sole property of FWISD.
3. The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by each Party pursuant to this Agreement:
  - a. Access to the information provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement;
  - b. The Parties will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
  - c. The Parties will protect information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

## **XII. KEY PERSONNEL**

Camp Fire shall provide Lyn Lucas as the Camp Fire Project Director and FWISD shall provide Sara Arispe as the Project Coordinator for FWISD. Should the Project Director for Camp Fire or Project Coordinator for FWISD change during the term of the Project, the appropriate individuals from Camp Fire and FWISD will be notified as soon as possible.

## **XIII. PERIOD OF PERFORMANCE AND TERMINATION**

1. The term of this Agreement is specified to continue from October 1, 2020 through the fall semester of 2023, unless terminated sooner in accordance with the terms herein.
2. Either Party may terminate this Agreement at any time by giving not less than thirty (30) days advance written notice to the other Party.

## **XIV. NOTICES**

1. All notices or other communications required or permitted under this Agreement given by either Party to the other shall be in writing and shall be considered properly given if sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, and addressed to the following individuals:

For Camp Fire: Lyn Lucas, Senior Vice President, Early Childhood Workforce Development  
2700 Meacham Boulevard  
Fort Worth, Texas 76137  
Telephone: 817-831-2111  
[Lyn@campfirefw.org](mailto:Lyn@campfirefw.org)

For FWISD: Sara Arispe, Associate Superintendent  
Accountability and Data Quality  
100 N. University Drive, SW208A  
Fort Worth, TX 76107  
Telephone: (817) 814-1603  
[sara.arispe@fwisd.org](mailto:sara.arispe@fwisd.org)

## **XV. INTERPRETATION**

This Agreement shall be subject and interpreted under the laws of the State of Texas, which will govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

## **XVI. RIGHT TO AUDIT**

FWISD through its employees or agents, shall have the right to audit Camp Fire's compliance with this Agreement. FWISD shall give Camp Fire five (5) business days' notice of its intent to audit Camp Fire's compliance. Camp Fire shall cooperate fully with such audit.

## **XVII. MISCELLANEOUS**

1. Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
2. Neither the FWISD nor Camp Fire shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
3. No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
4. This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.
5. None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
6. The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
7. If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
8. Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
9. By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
10. This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
11. No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.
12. The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between Camp Fire and FWISD. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
13. The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects

of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

- 14. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 15. The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 16. This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

**XVII. APPROVAL**

The undersigned authorized officials commit their respective organizations to the terms of this Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CAMP FIRE FIRST TEXAS

\_\_\_\_\_  
Name: Dr. Kent Scribner  
Title: Superintendent

\_\_\_\_\_  
Name: Ann Sheets  
Title: President & CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Jacinto Ramos, Jr.  
Title: Board President

Date: \_\_\_\_\_

APPENDIX A  
DATA SHARING PROCESS

1. At the beginning of each fall semester, for the duration of the project, Camp Fire will provide a data file to FWISD containing the name and birthdate of the children who were three and four years-old and attended one of the designated Camp Fire-supported facilities in the prior school year. The childcare facilities are in neighborhoods that feed into FWISD elementary schools and it is expected that a large percentage of these children will enroll in either pre-kindergarten or kindergarten in FWISD.
2. Using the child name and birthdate as matching variables, FWISD will locate the school records of the Camp Fire children who have enrolled in FWISD that year and create a new data file for those children containing demographic and assessment data listed above.
3. Each year the evaluator will meet with FWISD Accountability and Data Quality (ADQ) and Early Childhood staff to confirm details about the specific assessment data points needed for that year (e.g. KEA composite early literacy scores, ITBS reading and math NCE scores). The evaluator will then submit a formal data request to ADQ listing those specific data items.
4. For the purposes of creating a comparison group, FWISD will provide the same assessment and demographic data for all other children in the same grade levels and same schools as the Camp Fire participants when more than 5 Camp Fire participants are enrolled at said campus. When less than 5 Camp Fire participants are enrolled, a joint decision between FWISD and Camp Fire will be made on whether to include that campus.
5. Each year, FWISD will also provide district wide grade-level averages of the same data requested for that year.
6. FWISD will de-identify all student level data by removing all child names and birthdates prior to sending the files back to Camp Fire. The child Unique ID or child PERM number, but not the PEIMS or Social Security number, will be included in the data file for future matching purposes.
7. FWISD will retain the data files from each year and use them in subsequent years to provide additional child assessment data as the children progress through school.

## APPENDIX B

**Example of Prior Camp Fire FWISD Data Request Submitted in Fall 2019 for Spring 2019 ITBS & STAAR data and Fall 2019 prekindergarten and kindergarten assessment data<sup>2</sup>**

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<sup>2</sup> Dates will change for future data requests

## Request for FWISD Child Data for Use in the Camp Fire School Readiness (CFSRP) Program Evaluation

October 1, 2020

As described in the Memorandum of Understanding (MOU) between Camp Fire First Texas (Camp Fire) and Fort Worth Independent School District (FWISD), Camp Fire and their evaluator, AWARe Research Solutions, LLC formally request the FWISD child demographic and assessment data described below. The request includes STAAR data, Norm-referenced data as well as state Kindergarten KEA and Pre-K CLI Engage for each CFSRP cohort.

CFSRP Child Participant Data. The data are organized in password protected Excel spreadsheets, one for each CFSRP cohort. Each spreadsheet lists the names and birthdates of each child, CFSRP identifiers, the *likely* FWISD grade level for the child and the FWISD assessment data requested at this time. Each CFSRP cohort includes children who were three and four years old while in the CFSRP program and would therefore be in one of two different grade levels in FWISD. These 'likely grade levels' are included for reference purposes only. Some of the children may be in a higher or lower grade. The data request includes the *actual* grade level for the child. The spreadsheets are named as follows:

- 2012-2013 CFSRP Cohort for FWISD
- 2013-2014 CFSRP Cohort For FWISD
- 2014-2015 CFSRP Cohort For FWISD
- 2015-2016 CFSRP Cohort for FWISD
- 2016-2017 CFSRP Cohort for FWISD
- 2017-2018 CFSRP Cohort for FWISD
- 2017-2018 CFSRP Cohort for FWISD
- 2018-2019 CFSRP Cohort for FWISD
- 2019-2020 CFSRP Cohort for FWISD

Comparison Group Data. In addition, Camp Fire requests the same, but de-identified demographic and assessment data (described below) for all FWISD students in the same grade levels as the Camp Fire student at the time of this request (October 2020). These students will serve as comparison groups for the Camp Fire students. For the Camp Fire students as well as the comparison group, please *exclude* the assessment data for children who are in the same grade 2020-2021 as they were in 2019-2020.

Demographic Data. For all the students (Camp Fire students and the comparison groups), please provide student PERMNUM and the demographic and school location data listed in Table 1:

Table 1: FWISD Child Demographic Data Request

Data Name	PEIMS Data Code
Economic Disadvantage Code	E0785
LEP Indicator Code	E0790
Special Education Indicator Code	E0794
Home Language Code	E0895
ESL Program Code	E1043
Bilingual Program Type Code	E1042
Ethnicity Codes	E1059, E1060, E1061, E1062, E1063, E1064
Sex Code	E0004
Grade level Code	E0017
Gifted Talented Indicator Code	E0034
Campus ID of Enrollment, Campus ID and Name	E0782, E0266, E0267

Child Assessment Data. In addition to the demographic data, please provide child assessment data for the Camp Fire students and their comparison groups as described in Table 2.

Table 2. FWISD Assessment Data Request

CFSRP Cohort	Requested Data
Changes based on the current year	<p><b>For STAAR Reading and Math</b></p> <ul style="list-style-type: none"> <li>• Testing Grade</li> <li>• Score Code</li> <li>• Raw Score, Scale Score</li> <li>• Language Version, Test Version,</li> <li>• Did not meet, approaches, met or mastered grade level 2017-2018 standard</li> </ul>
Changes based on the current year	<p><b>For ITBS/Norm Referenced Test</b></p> <ul style="list-style-type: none"> <li>• Date Tested</li> <li>• Class Grade</li> <li>• Level and Form</li> </ul> <p>Raw Score, Standard Score, Grade Equivalent, NPR, and NCE for each of the following:</p> <ul style="list-style-type: none"> <li>• Reading</li> <li>• Vocabulary</li> <li>• ELA Total</li> <li>• Extended ELA Total</li> <li>• Mathematics</li> <li>• Math Total</li> <li>• Reading Total</li> <li>• Language Total</li> </ul>
Changes based on the current year	
Changes based on the current year	
Changes based on the current year	<p><b>For TX KEA</b></p> <ul style="list-style-type: none"> <li>• Date tested</li> <li>• Test version</li> <li>• Overall composite readiness indicator</li> <li>• Any subscale indicators (TX-KEA learning areas such as Social/Emotional Development, Language &amp; Communication, Emergent Literacy Reading, Emergent Literacy Writing)</li> </ul>
	<p><b>For CLI Engage</b></p> <ul style="list-style-type: none"> <li>• Testing Date</li> <li>• For each item, the outcome data indicating “Needs More Assistance, “Pending” or “Making Acceptable Progress”</li> <li>• For each item, the raw score</li> </ul>

Please leave all Camp Fire data (e.g., Cohort, Child ID, Likely Grade, Level, etc.) intact when you join the Camp Fire and FWISD data. These data will be used to match additional de-identified data for follow up and analyses. Also, if possible, please format the data files so that each child has one row of data, rather than multiple rows. Finally, please send the *district level* reports for the Spring STAAR and norm-referenced results and for the Fall TX-KEA and CLI Engage results. Please contact Anne Ware if you have questions. Thank you very much for your work on this request.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 22, 2020**

**TOPIC: APPROVE ANNUAL REPORT ON COOPERATIVE FEES PAID BY  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

House Bill 273, effective June 16, 2007, requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Per Texas Education Code § 44.0331, Management fees under certain cooperative purchasing contracts: (a) a school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract. (b) The amount, purpose, and disposition of any fee described by Subsection(a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item. (c) The commissioner may audit the written report described by Subsection(b). Added by Acts 2007, 80th Leg., R.S., Ch. 449, § 5, eff. June 16, 2007.

The following are agencies in which the District has Interlocal Agreement Contracts. However, the agency did not charge any fees during this report period.

- Allied States Cooperative (Region 19 ESC)
- Choice Partners (Harris County Department of Education)
- City of Fort Worth
- Education Service Center (Region 11 ESC)
- Houston-Galveston Area Council (HGACBuy)
- Multi-Region Purchasing Cooperative (Region 10 ESC)
- National Cooperative Purchasing Alliance (NCPA) (Region 14 ESC)
- OMNIA Partners
- Prospering Pals
- Sourcewell
- Tarrant County Cooperative Purchasing Program
- Tejas Purchasing Cooperative
- The Interlocal Purchasing System (TIPS) (Region 8 ESC)
- The Local Government Purchasing Cooperative (BuyBoard)
- Workquest
- 1 Government Procurement Alliance

The table below documents the contract-related fees, management fees and any other fees paid to agencies in which the District has an Interlocal Agreement Contract per Local Government Code 271.

<b>Agency</b>	<b>Contract Related Fee</b>	<b>Management Fee</b>	<b>Other Fees</b>	<b>Remarks</b>
Central Texas Purchasing Alliance		\$100.00		Annual fee for alliance administration
Educational & Institutional Cooperative Services			\$5.00	One-time stock share fee.
Educational Cooperative Purchasing Network of North Texas (EPCNT)		\$100.00		Annual fee for coop administration
State of Texas Cooperative Purchasing Program (Texas SmartBuy)			\$100.00	Annual membership fee for use of state contracts
The Purchasing Association of Cooperative Entities (PACE)		\$48.08		Management fee based on purchase volume.
<b>Total: \$353.08</b>				

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Report on Cooperative Fees Paid by the Fort Worth Independent School District
2. Decline to Approve Annual Report on Cooperative Fees Paid by the Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Annual Report on Cooperative Fees Paid by the Fort Worth Independent School District

**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**

Not Applicable

**RATIONALE:**

Approval of the cooperative report by the Fort Worth ISD Board is required in order to be in compliance with HB 273 and Texas Education Code 44.031. The acquisition of goods and services through cooperative purchases enables the District to increase the efficiency of our purchasing and procurement processes.

**INFORMATION SOURCE:**

Michael Ball

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC:      APPROVE ANNUAL FINANCIAL REPORT DUE DATE EXTENSION  
WAIVER**

**BACKGROUND:**

The Fort Worth Independent School District (FWISD) prepares its annual financial statements that are then audited by a licensed independent CPA firm. Once audited and approved by the FWISD Board of Education, FWISD submits the resulting audited financial and compliance report (AFR) and any additional data to the Texas Education Agency (TEA) for review. The AFR is due by no later than 150 days after the close of the fiscal year. FWISD’s fiscal year ended on June 30, 2020, with the AFR due to TEA on or before Friday, November 27, 2020. Because of both COVID-19 and the malware attack in District, the FWISD can apply for an AFR extension waiver extending the due date to Thursday, January 28, 2021.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Financial Report Due Date Extension Waiver
2. Decline to Approve Annual Financial Report Due Date Extension Waiver
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Annual Financial Report Due Date Extension Waiver

**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**

Business and Finance Division

### **RATIONALE:**

This year, TEA allows districts to apply for a waiver extending the due date of the AFR. It would be prudent to have this flexibility for submitting the AFR.

### **INFORMATION SOURCE:**

Michael Ball

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**September 22, 2020**

**TOPIC: APPROVE SALE OF FIVE (5) TAX FORECLOSED PROPERTIES LISTED AT: 5400 BONNELL AVENUE; 5021 LYNDON DRIVE; 3021 MCLEAN STREET, LOT 12; 3021 MCLEAN STREET, LOT 13; AND 1618 HOMAN AVENUE**

**BACKGROUND:**

After tax-foreclosure by the City of Fort Worth, the property located at 5400 Bonnell Avenue, Fort Worth, Texas (TAD # 00503622), was advertised for sale via sealed bid a total of twelve (12) times from October 27, 2016, to February 27, 2020, but received no bids for the advertised price of \$158,464.53. The property needs significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$19,355.79, which includes fees incurred by the City of Fort Worth.

After tax-foreclosure by the City of Fort Worth, the property located at 5021 Lyndon Drive, Fort Worth, Texas (TAD # 00070602), was advertised for sale via sealed bid a total of six (6) times from January 25, 2018, to February 27, 2020, but received no bids for the advertised price of \$42,559.68. The property needs significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$30,271.78, which includes fees incurred by the City of Fort Worth.

After tax-foreclosure by the City of Fort Worth, the property located at 3021 McLean Street, Lot 12, Fort Worth, Texas (TAD # 03069311), was advertised for sale via sealed bid a total of seven (7) times from August 24, 2017, to February 27, 2020, but received no bids for the advertised price of \$28,010.14. The property needs significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$16,801.97, which includes fees incurred by the City of Fort Worth.

After tax-foreclosure by the City of Fort Worth, the property located at 3021 McLean Street, Lot 13, Fort Worth, Texas (TAD # 07127820), was advertised for sale via sealed bid a total of seven (7) times from August 24, 2017, to February 27, 2020, but received no bids for the advertised price of \$68,366.39. The property needs significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$16,801.97, which includes fees incurred by the City of Fort Worth.

After tax-foreclosure by the City of Fort Worth, the property located at 1618 Homan Avenue, Fort Worth, Texas (TAD # 01912739), was advertised for sale via sealed bid a total of nine (9) times from September 24, 2015, to February 27, 2020, but received no bids for the advertised price of \$28,924.32. The property needs significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$19,099.86, which includes fees incurred by the City of Fort Worth.

The sale of these properties would place the properties back on the tax rolls in order to generate revenue to benefit all of the taxing entities. As required by law, post judgment taxes would be paid in addition to the successful sealed bid purchase price.

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth is authorized to sell tax-foreclosed properties for the Tarrant Appraisal District's appraised value, if approved by all Tarrant County taxing entities that were part of the foreclosure suits, which includes Fort Worth ISD.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Sale of Five (5) Tax Foreclosed Properties Listed at: 5400 Bonnell Avenue; 5021 Lyndon Drive; 3021 McLean Street, Lot 12; 3021 McLean Street, Lot 13; and 1618 Homan Avenue
2. Decline to Approve Sale of Five (5) Tax Foreclosed Properties Listed at: 5400 Bonnell Avenue; 5021 Lyndon Drive; 3021 McLean Street, Lot 12; 3021 McLean Street, Lot 13; and 1618 Homan Avenue
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Sale of Five (5) Tax Foreclosed Properties Listed at: 5400 Bonnell Avenue; 5021 Lyndon Drive; 3021 McLean Street, Lot 12; 3021 McLean Street, Lot 13; and 1618 Homan Avenue.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

## **PURCHASING MECHANISM**

Not a Purchase

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Business and Finance

### **RATIONALE:**

The City has requested the sale of five (5) tax foreclosed properties listed at: 5400 Bonnell Avenue; 5021 Lyndon Drive; 3021 McLean Street, Lot 12; 3021 McLean Street, Lot 13; and 1618 Homan Avenue, at a reduced price in order to place the properties back onto the tax rolls in order to generate revenue to benefit all of the taxing entities, including Fort Worth ISD. It is in the best interest of the Fort Worth ISD to approve these sales for the amounts specified.

### **INFORMATION SOURCE:**

Michael Ball



September 4, 2020

Tarrant County  
Attn: Lisa McMillan  
100 E. Weatherford Street, Suite 404  
Fort Worth, TX 76196

Tarrant Regional Water District  
Attn: Steve Christian  
800 E. Northside Drive  
Fort Worth, TX 76102

Fort Worth Independent School District  
Attn: Dr. Kent Scribner  
100 N. University Drive, Suite 150  
Fort Worth, TX 76107

Tarrant County Hospital District  
Attn: Robert Earley, President and CEO  
1500 S. Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Consent to Advertise for Sale Tax-Foreclosed Property – 5400 BONNELL AVE  
TAD #00503622; Cause #E07445-92**

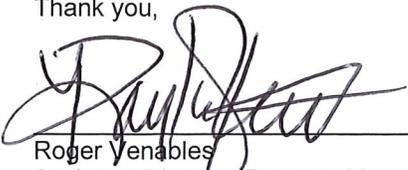
Dear Taxing Entities:

The above referenced property was struck off to the City of Fort Worth following an unsuccessful Constable Sales after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code, the City of Fort Worth advertised the property at least two separate times for a total amount of \$158,464.53 (inclusive of a standard city administrative fee of \$1,600.00). The City advertised this property via sealed bid sale a total of twelve (12) times from October 27, 2016 to February 27, 2020. At the time of foreclosure, the property included improvements, but the structures were substandard and dangerous and had to be removed. As a result, in an effort to sell the property to generate revenue to benefit all of the taxing entities, the City recommends and seeks the approval of each taxing entity to advertise and sell the property for the amount indicated in the chart below. As required, post-judgment taxes are to be paid *in addition to* the purchase price. The recommended reduced amount was calculated using a Comparative Market Analysis of properties sold in the area as well as factoring in post-judgment taxes.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	CFW Fees	Recommended Advertised Sealed Bid Sale Purchase Price	Estimated Post-Judgment Taxes
5400 Bonnell Ave Lots 38 through 40, Block 59, Chamberlain Arlington Heights Addn 2nd Filing	\$156,864.53	\$ 17,755.79	\$1,600.00	\$19,355.79	\$12,484.66

If your taxing agency concurs with the City's recommendation to advertise and sell the properties at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,

  
\_\_\_\_\_  
Roger Venables  
Assistant Director, Property Management  
(817) 392-6334

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Kent Scribner, Superintendent

Date: \_\_\_\_\_





September 4, 2020

Tarrant County  
Attn: Lisa McMillan  
100 E. Weatherford Street, Suite 404  
Fort Worth, TX 76196

Tarrant Regional Water District  
Attn: Steve Christian  
800 E. Northside Drive  
Fort Worth, TX 76102

Fort Worth Independent School District  
Attn: Dr. Kent Scribner  
100 N. University Drive, Suite 150  
Fort Worth, TX 76107

Tarrant County Hospital District  
Attn: Robert Earley, President and CEO  
1500 S. Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Consent to Advertise for Sale Tax-Foreclosed Property – 5021 LYNDON DR  
TAD #00070602; Cause #D05431-15**

Dear Taxing Entities:

The above referenced property was struck off to the City of Fort Worth following an unsuccessful Constable Sales after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code, the City of Fort Worth advertised the property at least two separate times for a total amount of \$42,559.68 (inclusive of a standard city administrative fee of \$1,600.00). The City advertised this property via sealed bid sale a total of six (6) times from January 25, 2018 to February 27, 2020. At the time of foreclosure, the property included improvements, but the structures were substandard and dangerous and had to be removed. As a result, in an effort to sell the property to generate revenue to benefit all of the taxing entities, the City recommends and seeks the approval of each taxing entity to advertise and sell the property for the amount indicated in the chart below. As required, post-judgment taxes are to be paid *in addition to* the purchase price. The recommended reduced amount was calculated using a Comparative Market Analysis of properties sold in the area as well as factoring in post-judgment taxes.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	CFW Fees	Recommended Advertised Sealed Bid Sale Purchase Price	Estimated Post-Judgment Taxes
5121 Lyndon Dr Lot 50, Block D, Arlington Heights West Addn	\$40,959.68	\$28,671.78	\$1,600.00	\$30,271.78	\$3,888.28

If your taxing agency concurs with the City's recommendation to advertise and sell the properties at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,

  
\_\_\_\_\_  
Roger Verables  
Assistant Director, Property Management  
(817) 392-6334

**APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Kent Scribner, Superintendent

Date: \_\_\_\_\_



September 4, 2020

Tarrant County  
Attn: Lisa McMillan  
100 E. Weatherford Street, Suite 404  
Fort Worth, TX 76196

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Attn: Steve Christian  
800 E. Northside Drive  
Fort Worth, TX 76102

Fort Worth Independent School District  
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Fort Worth, TX 76107

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1500 S. Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Consent to Advertise for Sale Tax-Foreclosed Property – 3021 MC LEAN ST  
TAD #03069311; Cause #B46884-13**

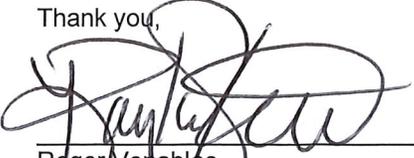
Dear Taxing Entities:

The above referenced property was struck off to the City of Fort Worth following an unsuccessful Constable Sales after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code, the City of Fort Worth advertised the property at least two separate times for a total amount of \$28,010.14 (inclusive of a standard city administrative fee of \$1,600.00). The City advertised this property via sealed bid sale a total of seven (7) times from August 24, 2017 to February 27, 2020. At the time of foreclosure, the property included improvements, but the structures were substandard and dangerous and had to be removed. As a result, in an effort to sell the property to generate revenue to benefit all of the taxing entities, the City recommends and seeks the approval of each taxing entity to advertise and sell the property for the amount indicated in the chart below. As required, post-judgment taxes are to be paid *in addition to* the purchase price. The recommended reduced amount was calculated using a Comparative Market Analysis of properties sold in the area as well as factoring in post-judgment taxes.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	CFW Fees	Recommended Advertised Sealed Bid Sale Purchase Price	Estimated Post-Judgment Taxes
3021 Mc Lean St Lot 12, Block 53 Sycamore Heights	\$26,410.14	\$15,201.97	\$1,600.00	\$16,801.97	\$15,005.07

If your taxing agency concurs with the City's recommendation to advertise and sell the properties at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,

  
\_\_\_\_\_  
Roger Variables  
Assistant Director, Property Management  
(817) 392-6334

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Kent Scribner, Superintendent

Date: \_\_\_\_\_



September 4, 2020

Tarrant County  
Attn: Lisa McMillan  
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Tarrant Regional Water District  
Attn: Steve Christian  
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1500 S. Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Consent to Advertise for Sale Tax-Foreclosed Property – 3021 MC LEAN ST  
TAD #07127820; Cause #B45517-12**

Dear Taxing Entities:

The above referenced property was struck off to the City of Fort Worth following an unsuccessful Constable Sales after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code, the City of Fort Worth advertised the property at least two separate times for a total amount of \$68,366.39 (inclusive of a standard city administrative fee of \$1,600.00). The City advertised this property via sealed bid sale a total of seven (7) times from August 24, 2017 to February 27, 2020. At the time of foreclosure, the property included improvements, but the structures were substandard and dangerous and had to be removed. As a result, in an effort to sell the property to generate revenue to benefit all of the taxing entities, the City recommends and seeks the approval of each taxing entity to advertise and sell the property for the amount indicated in the chart below. As required, post-judgment taxes are to be paid *in addition to* the purchase price. The recommended reduced amount was calculated using a Comparative Market Analysis of properties sold in the area as well as factoring in post-judgment taxes.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	CFW Fees	Recommended Advertised Sealed Bid Sale Purchase Price	Estimated Post-Judgment Taxes
3021 Mc Lean St Lot 13, Block 53 Sycamore Heights	\$66,766.39	\$15,201.97	\$1,600.00	\$16,801.97	\$35,544.44

If your taxing agency concurs with the City's recommendation to advertise and sell the properties at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,

Roger Venables  
Assistant Director, Property Management  
(817) 392-6334

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Kent Scribner, Superintendent

Date: \_\_\_\_\_





September 4, 2020

Tarrant County  
Attn: Lisa McMillan  
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1500 S. Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Carol Ware Bracken, Office of Associate General Counsel Superintendent  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Consent to Advertise for Sale Tax-Foreclosed Property – 1618 HOMAN AVE  
TAD #01912739; Cause #B34690-06**

Dear Taxing Entities:

The above referenced property was struck off to the City of Fort Worth following an unsuccessful Constable Sales after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code, the City of Fort Worth advertised the property at least two separate times for a total amount of \$28,924.32 (inclusive of a standard city administrative fee of \$1,600.00). The City advertised this property via sealed bid sale a total of nine (9) times from September 24, 2015 to February 27, 2020. At the time of foreclosure, the property included improvements, but the structures were substandard and dangerous and had to be removed. As a result, in an effort to sell the property to generate revenue to benefit all of the taxing entities, the City recommends and seeks the approval of each taxing entity to advertise and sell the property for the amount indicated in the chart below. As required, post-judgment taxes are to be paid *in addition to* the purchase price. The recommended reduced amount was calculated using a Comparative Market Analysis of properties sold in the area as well as factoring in post-judgment taxes.

Address/Legal Description	Constable Deed Amount	Recommended Reduced Amount	CFW Fees	Recommended Advertised Sealed Bid Sale Purchase Price	Estimated Post-Judgment Taxes
1618 Homan Ave Lot 15 Mid 45' 15 to 17, Block 109, North Fort Worth Addn	\$27,324.32	\$17,499.86	\$1,600.00	\$19,099.86	\$11,646.52

If your taxing agency concurs with the City's recommendation to advertise and sell the properties at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact our Land Agent, Andrea McIntosh at (817) 392-6253. Thank you for your time and consideration regarding this matter.

Thank you,

  
\_\_\_\_\_  
Roger Venables  
Assistant Director, Property Management  
(817) 392-6334

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Kent Scribner, Superintendent

Date: \_\_\_\_\_



**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE RATIFICATION OF CHANGE ORDER FOR RFCSP #20-007  
MIDDLE SCHOOL RESTROOM RENOVATIONS IN CONJUNCTION  
WITH THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

In January 19, 2019, the Board of Education approved the use of the estimated \$15M that would remain in construction funds for middle school restroom renovations. On April 28, 2020, the Board approved a ratification of remaining funds in the amount of \$800,000 from the 2013 Capital Improvement Program (CIP) construction reserves for middle school restroom renovations. Construction on the middle school restrooms began on June 1, 2020, and will be complete for the start of school in September of 2020. Contractors have advised CIP staff of unforeseen circumstances at various campuses associated with the age of the buildings. Additional funds will be required to move forward with the completion of Elder Middle School restroom upgrades. RFCSP #20-007, Bid Package #3, the contractor encountered deterioration of existing sanitary sewer infrastructure at this campus.

Board Date	Item	Current Budget	Change(s)	Revised Budget
3/31/2020	Original Contract	\$2,980,657.00		\$2,980,657.00
7/21/2020	Additional Costs	\$2,980,657.00	\$190,000.00	\$3,170,657.00
9/22/2020	Additional Costs	\$3,170,657.00	\$ 25,000.00	\$3,195,657.00

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
2. Decline to Approve Ratification Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Ratification Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program

**FUNDING SOURCE**

CIP 2013

***Additional Details***

671-81-6629-B52-044-99-000-000BXX

**COST:**

Not-to-Exceed \$25,000

**VENDOR:**

Northridge Basecom

**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  
RFCSP #20-007

J.P. Elder Middle School & Annex

**RATIONALE:**

A Change Order is required to address the additional needs for RFCSP #20-007 Middle School Restroom Renovations which cannot be covered within the General Contractor's contract.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE CLOSEOUT CONTRACT WITH MAC’S CONSTRUCTION CO., INC. FOR SOUTHWEST HIGH SCHOOL ATHLETIC ADDITION JOB #014-001 (CSP #19-040) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On February 26, 2019, the Board of Education authorized CIP staff to negotiate and enter into a contract with a General Contractor for the 2017 Capital Improvement Program Job No. 014-001 Southwest High School Athletic Addition (CSP #19-040). This Bid Package included the construction of a new athletic facility to include restrooms, locker rooms, coaches’ offices, Team room, and laundry room. The project was substantially completed on February 14, 2020 as inspected by the A/E firm, Parkhill, Smith & Cooper, Inc. Mac’s Construction, Inc. has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor.

Original Contract Amount:	\$2,545,000.00	Original Substantial Completion Date:	August 30, 2019
Final Deductive Change Order:	(\$394.72)	Substantial Completion Date Increased:	168 Days
Final Contract Amount:	\$2,544,605.28	Final Substantial Completion Date:	February 14, 2020
Previously Paid:	(\$2,417,375.00)		
<b>Final Retainage Payment Due:</b>	<b>\$127,230.28</b>		

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Closeout Contract with Mac’s Construction Co., Inc. for Southwest High School Athletic Addition Job #014-001 (CSP #19-040) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout contract with Mac’s Construction Co., Inc. for Southwest High School Athletic Addition Job #014-001 (CSP #19-040) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout Contract with Mac’s Construction Co., Inc. for Southwest High School Athletic Addition Job #014-001 (CSP #19-040) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-00-2116-000-000-00-000-000000

**COST:**

\$127,230.28

**VENDOR:**

Mac’s Construction Co., Inc.

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #014 Southwest High School

**RATIONALE:**

Mac’s Construction Co., Inc. has completed all work as required per the terms of their construction contract. The work has been inspected by Parkhill, Smith & Cooper, Inc. and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

**INFORMATION SOURCE:**

Vicki Burris

**ACTION AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE RENEWAL OF NETWORK APPLICATION SECURITY SUPPORT**

**BACKGROUND:**

The renewal of network application security for the District's data centers at the Teaching and Learning Center and at Region 11 Education Service Center is needed to enable applications to operate securely. The renewal allows applications to load balance, allow domain name resolution, and access secure remote connections. It also provides the medium to recover from unexpected events in the shortest time possible by switching active services between data centers to allow repair and maintenance without impacting services.

Ensuring the District has safe access to technical resources and data protection between two geographically diverse data centers will improve operational effectiveness and efficiency. The purchase of the application security devices includes support.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Network Application Security Support
2. Decline to Approve Renewal of Network Application Security Support
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Network Application Security Support

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$53,852.80

**VENDOR:**

Netsync Network Solutions

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-CPO-4430. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

Renewal ensures the District has safe access to technical resources and data protection between two geographically diverse data centers, which will improve operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Art Cavazos

# NETSYNC

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

# QUOTE

AAAQ314734-02

Quote #:	AAAQ314734-02
Date:	08/27/2020
Valid until:	9/30/20

Sell To Contact	Inside Sales	Account Manager
Fort Worth ISD  817.814.2000	Taylor Leger tleger@netsync.com 214-914-5333	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: [PO@netsync.com](mailto:PO@netsync.com)

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 53,852.80
Default Group					
1.0	F5-SVC-BIG-PRE-L1-3	RNWL 1YR PREMIUM 24X7 FOR BIGIPSVCS LEVEL 1-3 HWR PG3	1	13,463.20	13,463.20
2.0	F5-SVC-BIG-PRE-L1-3	RNWL 1YR PREMIUM 24X7 FOR BIGIPSVCS LEVEL 1-3 HWR PG3	1	13,463.20	13,463.20
3.0	F5-SVC-BIG-PRE-L1-3	RNWL 1YR PREMIUM 24X7 FOR BIGIPSVCS LEVEL 1-3 HWR PG3	1	13,463.20	13,463.20
4.0	F5-SVC-BIG-PRE-L1-3	RNWL 1YR PREMIUM 24X7 FOR BIGIPSVCS LEVEL 1-3 HWR PG3	1	13,463.20	13,463.20

## Notes

F5 RENEWAL  
Netsync DIR-CPO-4430 | DIR-CPO-4430

275

Total	53,852.80
Tax/Vat	0.00
Shipping	0.00
<b>Grand Total USD</b>	<b>53,852.80</b>

## Texas Department of Information Resources

Can't find what  
you're looking for?



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

# Netsync Network Solutions, Inc.

### Vendor ID

1320030329800

### URL

[Vendor Website](#)

### HUB Type

Hispanic/Female

E-Rate Qualified

### DIR Contract Number

DIR-CPO-4430

### Contract Term End Date

7/10/2021

### Contract Exp Date

7/10/2024

### Contact Netsync Network Solutions, Inc.

#### Contact

[Kristi Matsunaga](#)

#### Phone

(469) 557-2869

#### Fax

(713) 664-9964

### Contact DIR

#### Contact

[Jeff Booth](#)

#### Phone

(512) 463-5712

#### Fax

(512) 475-4759

## Contract Overview

Netsync Network Solutions, Inc. offers Data Storage, Data Communication & Networking equipment and related services through this contract. This contract offers various data storage and networking product brands. Available brands are listed. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available on this contract.

## Contract Documents

- [DIR-CPO-4430 Contract PDF \(150.95KB\)](#)
- [DIR-CPO-4430 Appendix A Standard Terms and Conditions PDF \(430.65KB\)](#)
- [DIR-CPO-4430 Appendix B HUB Subcontracting Plan PDF \(1.15MB\)](#)
- [DIR-CPO-4430 Appendix C Pricing Index PDF \(95.31KB\)](#)

**ACTION AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN URBAN STRATEGIES, INC., FORT WORTH HOUSING SOLUTIONS, AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

On April 23, 2020, Fort Worth Housing Solutions (FWHS) was awarded a \$35 million Choice Neighborhoods Implementation (CNI) Grant from the US Department of Housing and Urban Development. This grant targets the HUD-assisted housing development known as Cavile Place and a clearly designated portion of the surrounding neighborhood of Stop Six funding the implementation of specific plans and the achievement of specific outcomes under each of the components of the CNI Grant Application that was submitted to HUD on October 31, 2019.

The CNI Grant requires Urban Strategies, Inc. (USI) to provide and/or coordinate a variety of supportive services to families living in Cavile Place and the surrounding Stop Six neighborhood. Fort Worth ISD (FWISD) is a critical partner in the implementation of the Stop Six Choice Transformation Plan and the Lead Application Partner under the Choice Neighborhood Initiative and all parties wish to more formally outline their commitments related to education by entering into this Agreement for FWISD to provide education services to eligible students of Cavile Place.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Urban Strategies, Inc., Fort Worth Housing Solutions and Fort Worth Independent School District
2. Decline to Approve Memorandum of Understanding Between Urban Strategies, Inc., Fort Worth Housing Solutions and Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between Urban Strategies, Inc., Fort Worth Housing Solutions and Fort Worth Independent School District

**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**

Historic Stop Six Initiative

**RATIONALE:**

Approval of this agreement will provide the best services to Cavile Place residents and help to achieve the performance metrics and goals required under the CNI Grant. Both USI and FWISD will share data pertaining to Stop Six neighborhood schools and residents' progress as it's related to the programs and services provided under this agreement.

**INFORMATION SOURCE:**

Karen Molinar

**AGREEMENT**

**By and Between  
URBAN STRATEGIES, INC.**

**And  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
And  
FORT WORTH HOUSING SOLUTIONS**

This agreement (“Agreement”) for Choice Neighborhoods Initiative People Strategy Education Services (Sub-agreement), effective as of the date of execution of this Agreement (the “Effective Date”), is entered into by and between URBAN STRATEGIES, INC. (“USI”), a not-for-profit corporation with headquarters in St. Louis, Missouri, 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 (“FWISD”), and Fort Worth Housing Solutions (“FWHS”). USI, FWHS, and FWISD may be individually referred to as the “Party” and collectively as the “Parties”.

**PREAMBLE**

**WHEREAS**, on April 23, 2020, FWHS the City of Fort Worth (the “City”) were awarded a \$35 million Choice Neighborhoods Implementation Grant (the “CNI Grant”) from the US Department of Housing and Urban Development (“HUD”);

**WHEREAS**, the CNI Grant targets the HUD-assisted housing development known as Cavile Place located in Fort Worth, TX, and a clearly designated portion of the surrounding neighborhood of Stop Six, as outlined in the map attached as Exhibit A, which is attached and incorporated herein;

**WHEREAS**, the CNI Grant funds the implementation of specific plans and the achievement of specific outcomes (“Strategy”) under each of the three components of the CNI Grant Application – Housing People, and Neighborhood – that was submitted to HUD on October 31, 2019; and

**WHEREAS**, the CNI Grant requires that USI provide and/or coordinate a variety of supportive services to families living in Cavile Place and the surrounding Stop Six neighborhood, as described in the People Strategy portion of the CNI Grant application, and the Stop Six Choice Transformation Plan (“Transformation Plan”);

**WHEREAS**, the People Strategy is attached as Exhibit B and incorporated into the HUD approved Transformation Plan and herein;

**WHEREAS**. USI is the designated Principal Team Member that will lead the implementation of all aspects of the People Strategy and its coordination with the Housing and Neighborhood Strategies;

**WHEREAS**, FWISD is a critical partner in the implementation of the Stop Six Choice Transformation Plan and the Lead Application Partner under the Choice Neighborhood Initiative;

**WHEREAS**, FWISD submitted a leverage letter as part of the CNI Grant application, evidencing its commitments to the Stop Six neighborhood if the CNI Grant was awarded; and

**WHEREAS**, in accordance with the FWISD leverage letter, the parties wish to more formally outline their commitments related to education.

**NOW THEREFORE**, in consideration of the above recitals, FWISD and USI enter into this Agreement for FWISD to provide education services to eligible students of Cavile Place as detailed herein.

## **I. DEFINITIONS**

Education Services – Defined as access to high quality early learning programs, schools, and education programs so children enter kindergarten ready to learn; that leads to improved proficiency in reading and math scores for children from the target development over time, relative to the state average; and significant improvement in the quality of schools nearest to the target development that prepares students to graduate from high school college and career ready.

Effective Public Schools – Defined as public schools in the CNI site that are safe and welcoming places for children and their families; and public schools that have test scores that are as good as or better than the state average, or are implementing school reforms that raise student achievement over time and graduate students from high school, prepared for college and a career.

## **II. TERM**

This Agreement shall take effect on July 1, 2020 and end on September 30, 2026 (“Term”), unless it is extended, or renewed by the parties in writing. During the Term, either Party may terminate the Agreement, without cause, upon 60 days’ written notice to the other Party. Further, either Party may terminate this Agreement immediately for good cause, after written notice to the other Party of any failure to perform its obligations with reasonable time to cure such failure.

## **III. ROLES AND RESPONSIBILITIES**

### **A. Obligations of USI**

1. In accordance with the CNI Grant requirements, USI will lead on overall People Strategy coordination and provide case management to Cavile Place residents. This includes connecting families to various educational programs and services, including Head Start, and Early Head Start, or other high-quality pre-school and college primary and preventive healthcare and mental health services.
2. USI will implement a Results Count framework in conjunction with FWISD and provide training in Results Count, as necessary.

3. USI will ensure all Cavile Place residents participating in FWISD programs sign data release forms as that USI has access to individual client data. A copy of this data release form is attached and incorporated hereto as Exhibit D.
4. As appropriate, and with HUD's approval, USI will assess its CNI budget to determine if gap funding is available to support evidence based educational programs and other school related programming.

#### **B. Obligations of FWISD**

1. Assign a high-level, decision-maker within the District to serve as the Point of Contact for the Choice Neighborhoods Initiative. This individual will meet with USI's staff bi-monthly or as needed to monitor performance, implement continuous improvement methods, provide continuity of services, and problem solve.
2. Co-Chair Education Service Providers Network. FWISD dedicated staff will co-chair the Education Service Providers Network; a group of education partners that will serve the educational needs of Cavile children and youth outside of school.
3. Provide annual data report by March 15<sup>th</sup> using the reporting tool provided by USI.
4. Participate in Results Count training provided by USI to help inform strategy development.
5. Track leverage as described in the initial leverage letter submitted with the CNI grant.
6. Provide individual level progress data (with a signed FERPA agreement by parent for each student where individual data would be shared) on target youth to help with individual service linkages and targeted programming.

#### **C. Obligations of FWHS**

1. Provide resident data, and eligibility information, as needed, for CNI Reporting and Program Strategy Development.
2. Assist with identifying and securing partnership opportunities to advance education results.

### **IV. DATA SHARING**

To provide the best services to Cavile Place residents and to achieve the performance metrics and goals required under the CNI Grant both USI and FWISD will share data pertaining to Stop Six neighborhood schools and CAH residents' progress as it's related to the programs and services provided under this Agreement as mutually agreed upon. This data includes information outlined in the Performance Measures below.

Any personally identifiable data will only be shared between both Parties with written consent of Cavile Place residents using the FWISD provided consent form. During the Term thereafter, USI retains exclusive rights to and ownership of its performance management system, LEARN. Any information related to, or data received from LEARN that FWISD may acquire during the Term of this Agreement will not be shared with third parties without USI's prior written consent, either during the Term of this Agreement or anytime thereafter. At no point during or after the Term of this Agreement will FWISD have any rights to or ownership of LEARN.

All data shared between the Parties will be kept strictly confidential and will not be shared with outside parties absent the express written consent of Cavile residents and WSFCS. The Parties agree to abide by all applicable federal, state, and local laws pertaining to confidentiality. Data sharing under this Agreement will be governed under the Data Sharing Agreement and Process attached and incorporated hereto as Exhibit E.

## **V. CONFIDENTIALITY**

USI, FWHS, and FWISD understand and mutually acknowledge that in connection with this Agreement, USI, FWHS, and FWISD may have access to confidential information owned or controlled by the other Party. Confidential information includes, but is not limited to: (a) the organization's policies and practices; (b) financial data; (c) proprietary business model; (d) intellectual property, including but not limited to information about the design of customized software program; (e) information of a personal nature about staff or clients; and (f) client data. Specific types of client data included in confidential information are, without limitation, a client's name, address, phone number, date of birth, social security number, health information, employment information, income, and other household or family information. Confidential information may be derived from many sources, including but not limited to, sensitive and confidential work-related correspondence, email, financial documents, reports, databases, case files or case notes, both hard copy and electronic, and in conversations.

USI, FWHS, and FWISD further understand that disclosure of confidential information to third parties without proper authorization may be damaging to its clients, it may also violate state and or federal law, and subject the disclosing party to civil or criminal liability. Consequently, USI, FWHS, and FWISD agree that all confidential information disclosed by one Party to another under this Agreement shall be disclosed pursuant only to information consent by the participants and only to the extent permitted by law. Each Party shall exercise the same standard of care to protect such information as is used to protect its own confidential information.

Notwithstanding the foregoing provisions of this section, confidential information shall exclude information that: (a) was in the receiving party's possession before receipt from the disclosing party and obtained from a source other than the disclosing party and other than through the prior relationship of the disclosing party and the receiving party before the effective date of the is Agreement; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on such third-party; (e) is independently developed by the receiving party; (d) is publicly disclosed by the receiving party with the disclosing party's prior written approval; or (e) is disclosed in compliance to the law or a valid court order.

## **VI. PERFORMANCE MEASURES**

In accordance with HUD requirements, the attached Exhibit C will be used as the reporting format to track required performance measures over a five-year period. Some data is needed at the school level while other data may be provided at the district level. Often, data is requested of Cavile Place residents who may now attend multiple schools throughout FWISD. FWISD agrees

to provide the attached aggregated data reports annually with specific timing of reports to be negotiated between designated representatives of FWISD and USI, in compliance with Exhibit E. Individual level updates are required more frequently so that USI can provide assistance to students in real time. Specific timing and methodology to be used for individual level reporting may be negotiated.

## **VII. PROGRAM OUTCOMES AND TARGETS – EDUCATION**

### **A. Expected Results by year 6 of CNI Grant**

The following outcomes represent the intended impact of the education strategy;

1. Children enter kindergarten ready to learn:
  - 70% of target children (birth to Kindergarten) will participate in center-based or formal home-based early learning programs;
  - 70% of target children in Kindergarten will demonstrate age-appropriate functioning across multiple domains of early learning.
2. Children are proficient in core academic subjects:
  - 75% of target children will be proficient in reading and math, as compared to the state average.
3. Youth graduate from high school college/career ready:
  - 100% of target high school youth, including youth with disabilities, will graduate from high school college and career ready.

## **VIII. MISCELLANEOUS**

**A. Notices:** Notices under this Agreement must be sent via regular mail, facsimile or e-mail. Notices shall be sent to:

If to USI:

Attention: Esther Shin  
President  
720 Olive Street, Suite 2600  
St. Louis, MO 63101

If to FWISD: Dr. Kent Paredes Scribner  
Attention: Superintendent  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, Texas 76107

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

If to FWHS: Fort Worth Housing Solutions  
Attention: Mary-Margaret Lemons  
President  
Fort Worth Housing Solutions  
1201 E. 13<sup>th</sup> Street  
Fort Worth, Texas 76102

- B. Books and Records.** FWISD's books and financial records shall be kept in accordance with generally accepted accounting principles and all requirements of the CNI Grant Agreement. USI and HUD (including any duly authorized representative and the Inspector General) shall have the right to review and inspect FWISD's books and financial records pertaining to its performance under this Agreement upon reasonable written notice to FWISD. FWISD agrees to maintain all records and supporting materials with respect to its performance under this Agreement for the greater of (i) a period of three (3) years following completion and delivery of an audit for the applicable period, or, in the event an audit is not completed, a period of five (5) years, or (ii) any longer period required by 24 CFR Part 85. Any contract with any subcontractor shall require such entity to: (A) keep its books and financial records in accordance with generally accepted accounting principles; (B) permit USI, the City, and HUD (including any duly authorized representative and the Inspector General) to review, copy, transcribe and inspect such entity's books and financial records pertaining to its performance of the Services; and (C) maintain all records and supporting materials with respect to its performance under any subcontract for the time periods set forth in the preceding sentence.
- C. Audit.** USI, the City, the Comptroller General of the United States and any agency providing funds to FWISD (including any duly authorized representative and the Inspector General) in connection with the People Strategy and/or the Services shall have the right to perform an audit, at such agency's sole cost and expense, of FWISD's finances and records related to its performance under this Agreement, including, without limitation, the financial arrangement with any subcontractor upon reasonable written notice to FWISD. FWISD shall provide, and shall cause each subcontractor to provide access to such books, documents, papers and records of each such entity which are directly pertinent to this Agreement, and/or the People Strategy for the purpose of such audit, and each such entity shall permit the making of copies or transcriptions of excerpts of such books, documents, papers and records in connection with such audit.
- D. Default.**
1. Each of the following events or occurrences will constitute a default by FWISD under this Agreement:
    - a. Use of funds provided under this Agreement to FWISD for any purpose other than as authorized by this Agreement.
  2. Each of the following events or occurrences will constitute a default by any of the Parties to this Agreement:
    - a. Failure to comply with all Federal, State, or local laws, regulations, or requirements applicable to this Agreement or the use of the funds.

- b. Any material misrepresentation in this Agreement.
    - c. Failure to comply with, or any breach of, any requirements, conditions, or terms of this Agreement.
  3. In the event of default, the nonbreaching Party(ies) shall give the breaching Party written notice of the default. Breaching Party shall have the opportunity to cure such default within 15 days of the date of notice, or to demonstrate within that time period, by submitting evidence satisfactory to the nonbreaching Party(ies), that it is not in default. In the event of a default by FWISD, USI may temporarily suspend payment to FWISD pending the cure of the default.
  4. If the breaching Party fails to cure the specified default within the time period set forth in Section VII.C.2 above, the nonbreaching Party(ies) may take any of the following actions, upon notice to the breaching Party:
    - a. Recover amounts determined by nonbreaching Party to have been improperly expended, if any, obtained by breaching Party with such funds;
    - b. Require reimbursement for funds determined by nonbreaching Party to have been improperly expended;
    - c. Terminate this Agreement; and
    - d. Take any other legal or equitable remedies available to nonbreaching Party(ies).
- E. Assignment.** Neither Party shall assign this Agreement or any portion thereof to a third party without the written consent of the other Party to this Agreement and any attempted assignment without prior written consent in violation of this Section shall automatically terminate this Agreement.
- F. Termination Without Cause.** Either Party may terminate the Agreement, without cause, upon 60 days written notice to the other Party.
- G. Termination of Primary Agreement.** This Agreement is dependent on the existence of a binding agreement between USI and FWHS for implementation of the CNI People Strategy (the "Primary Agreement"). Notwithstanding the provisions of Section VII.E. and VII.F. above, this Agreement shall terminate effective immediately if, at any time, USI and FWHS cease to have a valid Primary Agreement.
- H. Insurance.** FWISD will provide evidence of its General Liability and Professional Liability insurance with a certificate of Insurance, which shall be delivered to USI prior to the commencement of Services. The foregoing insurance policy shall be issued by an insurer licensed to conduct business in Texas and shall have coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- I. Governing Law.** All matters pertaining to this Agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Fort Worth, State of Texas. In such event, no action shall be entertained by said court or

any court of competent jurisdiction if filed more than two (2) years subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

- J. Compliance.** If applicable, FWISD shall comply with all rules and regulations that pertain to the CNI Grant funds being provided for its services, as outlined in the grant.
- K. Liability.** Each Party shall be responsible for its negligent acts and omissions and the negligent acts and omissions of its employees, officers, and directors to the extent allowed by law. Nothing in this Agreement shall be deemed to constitute a waiver by any Party of any immunity or right granted to it under the law.
- L. Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of this Agreement.
- M. Waiver.** The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.
- N. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- O. Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understanding, oral or written, with respect to such matters.

As evidence of their mutual understanding of, and agreement with the terms herein, USI, FWHS, and FWISD have signed this Agreement as of the date written below by their respective duly authorized representative.

**IX. PARTY SIGNATURES TO THE SUBAGREEMENT**

**For FWISD**

By: \_\_\_\_\_  
Dr. Kent Paredes Scribner, Superintendent

Date: \_\_\_\_\_

**For Urban Strategies, Inc.**

By: \_\_\_\_\_  
Esther Shin, President

Date: \_\_\_\_\_

**For Fort Worth Housing Solutions**

By: \_\_\_\_\_  
Mary-Margaret Lemons, President

Date: \_\_\_\_\_

**ACTION AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE WORKFORCE SOLUTION OF TARRANT COUNTY  
CONTRACT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FOR THE 2020-2021 SCHOOL YEAR**

**BACKGROUND:**

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards. Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The FWISD Office of Adult Education has solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2020-2021 year to ensure the student targets are met. The estimated cost of the FWISD Adult Education program for the 2020-2021 will be reimbursed as a subcontractor throughout this agreement.

**STRATEGIC GOAL:**

3-Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Workforce Solution of Tarrant County Contract with Fort Worth Independent School District for the 2020-2021 School Year
2. Decline to Approve Workforce Solution of Tarrant County Contract with Fort Worth Independent School District for the 2020-2021 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Workforce Solution of Tarrant County Contract with Fort Worth Independent School District for the 2020-2021 School Year

**FUNDING SOURCE**

***Additional Details***

No Cost

Not Applicable

**COST:**

\$2,199,757.43

**VENDOR:**

Workforce Solution of Tarrant County

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Adult Education Locations throughout Tarrant County

**RATIONALE:**

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

**INFORMATION SOURCE:**

Sherry Breed

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 20-SPC-AEL-004      CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE:                      Adult Education and Literacy

CONTRACT PERIOD:                      From July 1, 2020    To    June 30, 2021

FUNDED PROJECT/PROGRAM:    Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED:    \$2,199,757.43

Adult Education and Literacy Funds Awarded	\$2,199,757.43
Total Contract Amount	\$2,199,757.43

This contract is entered into by and among the **TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD** (TCWDB or the Board) and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT** (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Fort Worth Independent School District</u></p> <p>Business Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Mailing Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Contact: <u>Ms. Nydia Lewis</u></p> <p>Phone: <u>817-815-7759</u></p> <p>Fax:</p> <p>E-Mail: <u>nydia.lewis@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

**APPROVED:**

**TARRANT COUNTY LOCAL  
WORKFORCE DEVELOPMENT BOARD**



Judy McDonald  
Executive Director

Date: 8/21/2020

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**



Kent Scribner  
Superintendent Fort Worth ISD

Date: \_\_\_\_\_

**PART A**  
**GENERAL CONTRACT TERMS**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**GENERAL TERMS FOR CONTRACT WITH  
TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD**

**Contract No. 20-SPC-AEL-004**

**SECTION 1 - PARTIES TO CONTRACT**

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Fort Worth Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

**SECTION 2 - CONTRACT PERIOD**

The period for performance of this Contract shall commence July 1, 2020 and shall terminate June 30, 2021 unless otherwise provided for in the Statement of Work.

**SECTION 3 - CONTRACT FUNDING**

The total amount of funding awarded under this contract shall not exceed \$2,199,757.43 This funding is comprised of the following categories:

AEFLA Program Funds:	\$1,977,803.09
EL / Civics:	\$ 124,979.64
WII:	\$ 52,863.30
Performance Reserve:	<u>\$ 44,114.40</u>
<b>Total:</b>	<b><u>\$2,199,757.43</u></b>

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

**SECTION 4 - LEGAL AUTHORITY**

4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:

- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
- The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
- The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
- Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
- Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

**SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW**

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83<sup>rd</sup> Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

**SECTION 6 - BOARD PERFORMANCE**

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
  - 6.1.1 Relaying all updates and messages from TWC to service providers.
  - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
  - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
  - 6.2.2 Periodically visit sites across the Consortium service area.
  - 6.2.3 Provide feedback on those site visits to service provider.
  - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
  - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
  - 6.2.6 Conduct data reviews as outlined in grant application.
  - 6.2.7 Provide Consortium updates on progress and student successes.
  - 6.2.8 Lead initiatives to standardize various program components across Consortium.
  - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
  - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
  - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
  - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

## SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
  - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
  - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
  - 7.1.4 Provide services as listed in section 20.7 of grant application.
  - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
  - 7.1.6 Submit monthly expenditure reports to the Board.
  - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
  - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
  - 7.1.9 Provide year-round services with no break in service delivery.
  - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/Attainment Policy and other TWC guidelines.
  - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
  - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
  - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01. Maintain these qualification and professional development records for each staff member. This includes volunteers.

- 7.1.14 Conduct student assessment and placement.
  - 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
  - 7.1.16 Provide updated site lists as requested by TWC and/or the Board.
- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
  - 7.2.2 Participate in quarterly Consortium meetings.
  - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
  - 7.2.4 Participate in planning and design of standardized program components.
  - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
  - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
  - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
  - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
  - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
  - 7.2.10 Seek new partnerships to provide additional student support services.
  - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
  - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
  - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

## SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

## SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.

- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

## SECTION 10 - FISCAL ADMINISTRATION

### 10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

### 10.2 Financial Management Requirements

- 10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.
- 10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.
- 10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.
- 10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.
- 10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.
- 10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.
- 10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

### 10.3 Limitation on Liability

- 10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.
- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

### 10.4 Expenditure Rates/De-obligation of Funding

- 10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.
- 10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.
- 10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.

## SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
  - 11.1.1 Any specific term or condition within this Contract,
  - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
  - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
  - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
  - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
  - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
  - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

## SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

## SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of

8:00 a.m. and 5:00 p.m., excluding state or federal holidays.

- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,:
- 13.3.1 The United States Department of Labor,
  - 13.3.2 The United States Department of Health and Human Services,
  - 13.3.3 The United States Department of Education,
  - 13.3.4 The United States Department of Agriculture,
  - 13.3.5 The Comptroller General of the United States,
  - 13.3.6 The General Accounting Office,
  - 13.3.7 The Auditor of the State of Texas,
  - 13.3.8 TWC,
  - 13.3.9 Other state and federal auditing agencies, or
  - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

#### SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy

directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

## SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
- 15.1.1 for retention and accessibility of records;
  - 15.1.2 for non-discrimination and equal opportunity;
  - 15.1.3 for prevention of fraud and abuse;
  - 15.1.4 for prevention of conflicting interests;
  - 15.1.5 for fiscal administration; and
  - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a subcontractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no

outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.

- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

#### SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.

- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination

conducted pursuant to this Section.

- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

## SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.
- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

## SECTION 18

This section is left blank intentionally.

## SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

## SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.
- 20.3 An Incident Report regarding such an act must be submitted to:
- Tarrant County Workforce Development Board  
Attn: Jack Cummings  
1320 S. University Drive, Suite 600  
Fort Worth, Texas 76107-5780
- 20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.
- 20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.
- 20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:
- 20.6.1 Further investigation;
- 20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
- 20.6.3 Other corrective action, as may be appropriate.
- 20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

## SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

### 21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

- 21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:
  - a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
  - b. Professional licensing requirements, when applicable; and
  - c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.
- 21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and
- 21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

- (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board Contracting Guidelines, Part 20, Chapter 801, Subchapter C.
- (2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

## SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

## SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
  - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
  - 23.1.4 The Age Discrimination Act of 1975, as amended;
  - 23.1.5 The Americans with Disabilities Act, as amended;
  - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
  - 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for

adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

## SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

## SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.
- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

## SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
- temporary withholding of payments,
  - disallowance of costs,
  - whole or partial suspension,
  - withholding of further awards or
  - other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules
- 26.3 Performance Sanctions
- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.
- 26.4 Financial Related
- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method or payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts

hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.

26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.

26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.

26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.

26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

## **SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS**

27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.

27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.

27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.

27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:

"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an

endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."

- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

#### **SECTION 28 - POLITICAL ACTIVITY AND LOBBYING**

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.
- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

#### **SECTION 29 - DEBARMENT CLAUSE**

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

#### **SECTION 30 - DRUG FREE WORKPLACE**

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

#### **SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES**

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel

and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and employees who are on official business incidental to a contract.

#### **SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE**

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

#### **SECTION 33 - DEFINITION OF TERMS**

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

#### **SECTION 34 - PROGRAM INCOME**

Income generated under any program shall be used to further program objectives and may be retained by that program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

#### **SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS**

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

#### **SECTION 36 - MAINTENANCE OF EFFORT**

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

#### **SECTION 37 - COMPLAINTS**

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

#### **SECTION 38 - BONDING AND INSURANCE**

The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

### 38.1 Contractor Bonding Requirements

Before authorizing the Contractor or any Sub-Contractor to receive funds provided under the terms of this Contract, the Contractor and any of its Sub-Contractors shall provide the Board with a fidelity bond covering every officer, director and employee authorized to represent the Contractor or Sub-Contractor for the purpose of receiving or depositing TWC program funds, or issuing financial documents, checks, or other instruments of payment. The Contractor and any of its Sub-Contractors shall be the insured and the Board shall be the certificate holder. The Contractor shall immediately notify the Board if a bond is canceled or reduced and no further disbursements shall be made to the Contractor until adequate coverage has been obtained. The fidelity bond shall be in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in Section 39.8 (Notification) of this Contract.

### 38.2 Contractor Insurance Requirements

#### 38.2.1 General and Professional Liability Insurance

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 38.2.2 Fire and Extended Coverage Insurance

In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 38.2.3 Public Liability and Property Damage Insurance

Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

#### 38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, it's agents, servants, contractors, employees, or invitees.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.

### SECTION 39 - GENERAL PROVISIONS

#### 39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

#### 39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

#### 39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

#### 39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for

reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

### 39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.

### 39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

### 39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

### 39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board  
1320 S. University Drive, Suite 600  
Fort Worth, Texas 76107-5780

Contractor: Fort Worth Independent School District  
5701 Meadowbrook Drive  
Fort Worth, TX 76112

#### Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity – All contractors shall comply with E.O. 11246. “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.’s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I – financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**APPROVED:**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**



Judy McDonald  
Executive Director

Kent Scribner  
Superintendent Fort Worth ISD



Date:

8/21/2020

Date:

**PART B**  
**LINE ITEM BUDGET**

Workforce Solutions for Tarrant County AEL Grant

PY 20 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
<b>I. PERSONNEL - 6100</b>			
Salaries	442,156.80		442,156.80
Fringe Benefits @ _12.072%_ of Salaries	53,377.17		53,377.17
Pooled Staff Wages		1,242,193.76	1,242,193.76
Pooled Staff Fringe		175,070.00	175,070.00
Other ( Specify) Professional Development		32,443.00	32,443.00
<b>Personnel Subtotal</b>	<b>495,533.97</b>	<b>1,449,706.76</b>	<b>1,945,240.73</b>
<b>II. Professional and Contracted Services - 6200</b>			
Professional Services			
Partner Services			
Other Services - FWISD Maintenance/Printing	7,200.00		7,200.00
PD Services			
Consultant Fees			
Consultant Travel			
Utilities - AT&T	900.00		900.00
Mobile Phone/Wireless Services	18,490.00		18,490.00
Rent/Lease	9,055.00		9,055.00
<b>Professional and Contracted Services Subtotal</b>	<b>35,645.00</b>	<b>-</b>	<b>35,645.00</b>
<b>III. Supplies and Materials - 6300</b>			
Office Supplies and Materials	2,500.00	72,052.40	74,552.40
Postage			
Printing— <b>under 6200</b>			
Computer Hardware		21,903.30	21,903.30
Testing Materials		33,602.00	33,602.00
Software Purchases			
Software Usage Fees		63,200.00	63,200.00
Other - (Specify) - Fuel for program van	400.00		400.00
Other - (Specify)Furniture - file cabinets, chairs, etc.		1,000.00	1,000.00
<b>Operations Subtotal</b>	<b>2,900.00</b>	<b>191,757.70</b>	<b>194,657.70</b>
<b>IV. Other Operating Expenses - 6400</b>			
Telephone equipment			
Mobile Phone/Wireless Services <b>under 6200</b>			
Staff Mileage Reimbursement	1,200.00		1,200.00
Staff Travel	12,214.00	10,800.00	23,014.00
Indirect Costs			
<b>Other Operating Expenses Subtotal</b>	<b>13,414.00</b>	<b>10,800.00</b>	<b>24,214.00</b>
<b>GRAND TOTAL</b>	<b>547,492.97</b>	<b>1,652,264.46</b>	<b>2,199,757.43</b>

**Workforce Solutions for Tarrant County AEL Grant  
Fund Source Allocation Worksheet**

Sub-Contractor Name: Fort Worth ISD

Cost Category / Line Item	Management & Operations Funds Source Allocation				Education Services Fund Source Allocation				
	AEL Combined	EL Civics	WII	Perf Reserve	AEL Combined	EL Civics	WII	Perf Reserve	Total
<b>I. PERSONNEL - 6100</b>									
<b>Personnel Subtotal</b>	495,533.97				99,476.64	48,960.00			1,449,706.76
<b>II. Professional and Contracted Services - 6200</b>									
1 6249 Maintenance	1,200.00			1,200.00					
2 6256 AT&T/Tmobile	19,390.00			19,390.00					
3 6264 Xerox	4,676.00			4,676.00					
4 6266 Lease NSCC	4,379.00			4,379.00					
5 6299 Contracted Services Printing	6,000.00			6,000.00					
<b>Professional and Contracted Subtotal</b>	35,645.00			35,645.00					
<b>III. Supplies and Materials - 6300</b>									
1 6311 Fuel	400.00			400.00					
2 6399 Supplies/Materials	2,000.00	500.00		2,500.00	2,000.00		20,000.00		33,000.00
3 6321/6329 Textbooks & Reading Materials					4,938.00	20,000.00	14,114.40		39,052.40
4 6329 Software Licenses					63,200.00				63,200.00
5 6339 Test Materials Best Plus/TABE					33,602.00				33,602.00
6 6396 Technology	2,400.00	500.00		2,900.00	5,000.00	3,000.00	3,903.30	10,000.00	21,903.30
7 6398 Furniture	2,400.00	500.00		2,900.00	1,000.00				1,000.00
<b>Operations Subtotal</b>	11,800.00	25,000.00		36,800.00	118,740.00	25,000.00	3,903.30	44,114.40	191,757.70
<b>IV. Other Operating Expenses - 6400</b>									
1 6411 - OMR Staff Mileage Reimbursement	1,200.00			1,200.00					
2 6411 Travel	12,214.00			12,214.00	10,800.00				10,800.00
3 enter line item name									
4 enter line item name									
5 enter line item name	13,414.00			13,414.00					
<b>Other Operating Expenses Subtotal</b>	13,414.00			13,414.00	10,800.00				10,800.00
<b>TOTAL</b>	546,992.97	500.00		547,492.97	1,430,810.12	124,476.64	52,863.30	44,114.40	1,652,264.46



Salary Detail

Contractor Name: \_\_\_\_\_

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
<b>Program Management and Operations</b>						
1	Director	Lewis, Nydia	40.01	40	48	76,819.20
2	Admin Associate	Portales, Mayra	24.15	40	48	46,368.00
3	Coordinator II	Vacant	25.25	40	48	48,480.00
4	PD Coordinator	Vacant	25.25	40	48	48,480.00
5	TEAMS	Maldonado, Jose Angel	19.67	40	48	37,766.40
6	TEAMS	Hall, Kimberly	17.40	40	48	33,408.00
7	TEAMS	Jackson, Yolanda	19.87	40	48	38,150.40
8	TEAMS	Montez, Leslie	17.40	40	48	33,408.00
9	Warehouse	Vacant	10.00	30	48	14,400.00
10	Receptionist	Vacant	8.29	40	48	15,916.80
11	Admin Associate I	Vacant	18.00	40	48	34,560.00
12	Part-Time clerical	Vacant	10.00	30	48	14,400.00
Program M & O Subtotal						442,156.80
<b>Education Services</b>						
1	Career Navigator	Johnson, Frankie	21.00	20	48	20,160.00
2	Mentor Team	3 instructors each @ \$20,160	21.00	20	48	60,480.00
3	Teacher Facilitator	37 TF @ an average \$7,371	21.00	9	39	272,727.00
4	Teachers	85 @ an average \$4,914	21.00	6	39	407,862.00
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
Education Services Subtotal						761,229.00
<b>Total</b>						<b>1,203,385.80</b>

**Tarrant County Workforce Development Board  
Facility Cost Worksheet**

**A. General Information**

1. What facility are you proposing to charge the Board for?

Address: 959 E. Rosedale Street  
Fort Worth, TX 76105

Description: Southside Community Center  
\_\_\_\_\_  
\_\_\_\_\_

2. Is this facility owned by your organization or leased?

Owned     *a*              Leased     *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes     *a*              No     *a*

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**\*\*If you marked that your organization leases this facility, please complete the section below.  
If your organization owns this facility, further discussion with the Board will be needed.**

---

**B. Leased Facilities Information**

1. What is the total square footage of this facility?  
How much of that will be used for this Board Program?

\_\_\_\_\_ 2323 sq. ft. - total facility  
\_\_\_\_\_ sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ \_\_\_\_\_ 364.86 per month

3. How much do you propose to charge the Board for using this facility?

\$ \_\_\_\_\_ 364.86 per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

Utilities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. How have you arrived at the amount to charge the Board?

Contract agreement with the City of Fort Worth  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Is there any other information about this facility or these charges you need to provide?

Not at this time.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AEL Subcontract - Budget Narrative**

**Sub-Contractor Name:** Fort Worth ISD

Category	Line Item	Description	Amount
----------	-----------	-------------	--------

Program Management and Operations

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
	6249	Maintenance/repair-FWISD	1,200.00
	6256	Utilities- telephone AT&T/Tmobile (hotspots)	19,390.00
	6264	Copy machine for office - Xerox	4,676.00
	6266	Lease Agreement Southside Community Center	4,379.00
	6299	Printing	6,000.00
	6311	Fuel for program van to transport materials	400.00
	6399	Supplies	2,500.00
	6400	Travel	13,414.00

**AEL Subcontract - Budget Narrative**

**Sub-Contractor Name:** Fort Worth ISD

Category	Line Item Name	Description	Amount
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Education Services

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
	6321	Instructional materials - textbooks	4,938.00
	6329	Instructional reading materials; supplies, etc. to supplement IET's, Transitions and higher level skills	34,114.40
	6329	Software License Burlington English & Essential Ed.	63,200.00
	6339	Testing seat activation (BEST Plus)	33,602.00
	6396	Technology	21,903.30
	6398	Furniture	1,000.00
	6399	Supplies	33,000.00
	6411	Staff Development travel	10,800.00

**PART C**  
**STATEMENT OF WORK**

TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD  
2020 ADULT EDUCATION AND LITERACY SERVICE PLAN  
PLAN COVER SHEET

INFORMATION ABOUT PROPOSER

ORGANIZATION NAME:	Fort Worth Independent School District
PHYSICAL ADDRESS	5701 Meadowbrook Drive
CITY, STATE ZIP	Fort Worth, Texas 76112
CONTACT PERSON TELEPHONE/FAX EMAIL	Sherry Breed, Chief – Equity & Excellence 817.814.2331 Main 817.814.2350 Fax sherry.breed@fwisd.org
TYPE OF ORGANIZATION	Local School District
FEDERAL EIN	#17560016135000
TEXAS STATE COMPTROLLER ID	#17560016135000

INFORMATION ABOUT PLAN

SUMMARY OF PROPOSERS PRIMARY BUSINESS ACTIVITIES:	Provide AEL services for Tarrant County
TOTAL BUDGET AMOUNT:	\$2,199,757.43
DOES PLAN PROPOSE A COLLABORATION OR JOINT VENTURE?	Currently part of Tarrant County Adult Education & Literacy Consortium

AUTHORIZATION FOR SUBMISSION

TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD 2018 ADULT EDUCATION AND LITERACY SERVICE PLAN COVER SHEET	
TYPED NAME & TITLE OF AUTHORIZED SIGNATORY	Dr. Kent P. Scribner, Superintendent Fort Worth Independent School District
SIGNATURE & DATE	

KS

## FWISD 2020-2021 STATEMENT OF WORK

### A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 65% student numbers are met by the proposed date of December 1, 2020.

The Fort Worth ISD Office of Adult Education {FWISD-OAE) proposes to provide the following services during the 2020-2021 year:

#### 3446 Total Number of Students Served

- 100 IET
- 180 EL Civics Students
- 3039 Traditional
- 115 Intensive
- 12 IET EL Civics

Our current remote classes and site locations will continue to provide traditional ABE/ASE, ESL and IET services to students across Tarrant County. Our Workplace Literacy sites at Hollingsworth and TCU will continue to serve employees with ESL and HSE needs. Our Goal is to add 3-4 additional Workplace Literacy sites, with our two new IET classes for the 2020-2021 program year. The Director and Quality Assurance Specialist will oversee; monitor to ensure that the 65% benchmark is met by December 31, 2020. We have implemented a trimester schedule that allows for program delivery in fall, spring and summer, as well as the availability of distance learning year-round. Additionally, we have developed and implemented standard operation procedures to ensure accurate, systemic & timely data collection and entry into the TEAMS system.

2. Describe the overall innovative approach, design and strategies your organization will utilize to effectively deliver services including the AEL Academy Model, Adult Vocational Academy, Remote Classes, and manage resources. Additionally, describe your classroom re-design to encompass the Math, Reading, Writing, and Career Pathways required through the new Content Standards.

The Director, Professional Development Coordinator and Mentoring Team will provide PD opportunities to assure instructors utilize innovative instructional strategies, to include remote learning, distance learning, project based and cooperative learning. Instructors are expected to integrate the use of technology in their classrooms to support student learning, accelerate concept mastery and to improve overall student achievement. Career Navigators, Teacher Facilitator, Teachers and IET Data Specialist will work in concert to assure IET documentation is submitted and captured in TEAMS as required by the grant. Fort Worth ISD Student Placement Center is an example of our delivery system, which follows the Academy Model. Our goal is to begin adding Academy Model at all sites/classes by October 31, 2020. As students complete their first round of basic ABE/ASE or ESL class, the career navigator will provide students with ongoing career counseling and facilitate their enrollment in various IET classes or enrollment at the TCCD Opportunity Center.

The Professional Development Coordinator and Mentoring Team will offer a minimum of 6 hours for training in the Principals of Adult Learning, Goal Setting, Remote Instructional Strategies, and Literacy to prepare our teacher for success in the classroom. ABE/ASE and ESL teachers will provide both individual and whole-group instruction in the areas of Math, Reading, Writing and Career Pathways in accordance with the unique developmental needs of students as determined by pre- and post-assessment data. To enhance instructor effectiveness, teachers are required to participate in engaging and innovative professional development opportunities that model and reinforce the instructional strategies expected in their classrooms. Lesson plans should be engaging, support literacy development and career skills, and are monitored by AEL staff throughout the program year.

3. How will you ensure that there is a non-break in service delivery encompassing a year-round program?

We have implemented a trimester schedule that allows for program delivery in fall, spring and summer, as well as the availability of distance learning and remote classes year-round.

4. How will you ensure that there are bi-weekly scheduled registrations supporting an open enrollment model for continuous service?

Fort Worth ISD AEL program has created a registration team currently, we are hosting remote registration via zoom weekly or biweekly as needed. Once in person classes resume we will continue hosting registration bi weekly at site location and remotely. All sites will be required to host bi-weekly registration sessions until classes are filled.

Once classes are filled, each TF will begin a waiting list and provide students with engaging activities of on-line resources such as Texasrealitycheck.com, GED.com and USA Learns so that these students can continue their learning momentum while preparing for class space to open. Should space become available, the TF/or Follow-up Specialist will call waitlisted students to schedule registration. If students are willing to attend classes at an alternate location or remotely, the TF will refer them to the nearest site with available seats or to the remote registration specialist. To ensure that all available sites are following the bi-weekly registrations model, the Mentoring Team and Teacher Facilities will oversee, and implement registration.

5. Describe how you will determine staff training needs and ensure that there is a Professional Development plan to address the requirements and needs as it relates to student Instruction and completion.

The Director and Professional Development Coordinator will collaborate on staff development trainings that will increase educators' knowledge and enhance their professional skills, deepens educators' understanding and appreciation for the varied needs of students and enhances educators' capacity to facilitate the learning success of all students. We will also provide staff survey to receive feedback on what type of PD is needed to ensure structure and means through which educators continuously enhance their professional competency and state requirement.

6. Describe how you will ensure that participants receive the required Measurable Skills Gain and Credential prior to exit of the program.

All MSG achievements preparation will begin in the classes with quality instruction. Teacher Facilitators, Data TEAMS Specialists, Quality Assurance Lead and the Director will monitor and oversee the tracking and data entry of MSG achievements. IET's Post Secondary's are tracked by an assigned TEAMS specialist. The educational functioning level gain {Type 1} will be determined by using an approved NRS assessment during the initial (pre) entry into the class. Once the student has met the direct instructional hours (41/61), a post assessment will be given to determine if a gain has been met. The pre/post assessment scores will be entered into TEAMS within two weeks (biweekly) from the date of assessment submission. The assigned data TEAMS specialist will enter, track and monitor the student's achievements in TEAMS on a bi-weekly basis.

7) Describe how you will ensure that all grant required positions are filled with dedicated staff to those positions. Required staff are Director/Manager, Data Entry, PD Lead, DL Lead, Career Navigator(s), and Follow Up Specialist?

Fort Worth ISD AEL program has ensured that all required position has been filled with dedicated staff in the past two years. This year the Follow Up Specialist position is required as we are currently in the process of getting this position added through FWISD HCM department. The goal is to have this position posted and filled by the end of September 2020.

8. Describe how you will collaborate with the Career Center Core contractor and other Partners to enhance integration of services including follow up activities and the position responsible for follow-up.

To enhance integration of services for our students, FWISD staff will attend monthly Career Center Monthly meetings initiating and continuing communication with community partners, visit their locations to learn more about their services, and collaboratively develop opportunities to partner where possible.

9. How will the services your organization is proposing significantly increase the likelihood of student employability related to Integrated Education and Training or Post- Secondary enrollment?

To ensure success and likelihood of student employment, FWISD classes utilize contextualized lessons to guide their instruction and integrate SMART goals into their instructional activities. The Career Navigator will provide ongoing career counseling and guide students through the Transitions, IET, or post-secondary enrollment process. Upon successful completion of IET courses, students are eligible to pursue licensure/certification by passing the corresponding state exam. These activities will be overseen by the Career Navigator.

10) How does the services your organization is proposing support the mission and vision of Workforce Solutions of Tarrant County?

*To FWISD OAE strategically provides educational opportunities, career counseling and career training through a network of community partners to include entities of higher education and local businesses in high-demand industries throughout the Tarrant County Community. The OAE will systematically advertise, recruit and support program participants from intake to program completion to strengthen their economic, developmental and educational opportunities.*

## B. Program Objectives

1. How do you plan to outreach for the services your organization is proposing to ensure year- round services are available with a non-break in service delivery?

The OAE utilizes a comprehensive outreach approach to include: Workforce Board marketing and referrals, FWISD Parent Engagement Department, FWISD Communications Department, faith-based institutions, presence at Tarrant County community activities and direct marketing through each site to reach students in the immediate community. These marketing efforts are led by the FWISD OAE administrative team with the intent to impact registration and attendance that support year-round classes throughout the year.

2. Clearly explain and define how proposed outcomes will meet the Board, program, and state contracted performance objectives.

All staff will review, evaluate contracted performance objectives from the previous year at the initial PD training. The proposed 2020--2021 outcomes will be part of the PD plan which would include strategies and processes to ensure that all staff assist in meeting these targets. Each of the program offerings will meet the assessment requirements for adult education classes as outlined by the state assessment guide. All students will receive the required pre- and progress testing through approved instruments and the content shared will be within the allowable state guidelines. Students who successfully complete their program will move us closer to our overall county target.

### c. Organization Capability/Demonstrated Effectiveness

1. How has your organization delivered comparable or related services in the prior three years? Include status of monitoring reports, corrective action plans, and current/past programmatic and fiscal performance.

In 2016-2017 program year, our consortium and the local programs were able to start with a clean slate and a one-year target that did not reflect the rollover students from the previous year. During this year our program and the consortium reached its performance targets for the first time in 3 years. This milestone is evidence that the changes and the collaboration efforts are working toward meeting the assigned state goals. To continue this level of performance, data is consistently entered, monitored and tracked according to state requirements with the implemented processes aligned with the AEL guide for entering data into TEAMS in a timely manner.

2018-2019 our local program has expanded our work place literacy offerings, added IETS and Transition classes, revised our instructional delivery model, and improved teacher support. The office has built-in redundancies and back-ups in the TEAMS areas to limit the possibility of being blindsided by sudden staffing changes. We enrolled 3,317 students retaining 2753. We completed the school year with 19 students completing IETs.

FWISD OAE continues to monitor student contact hours to ensure timely assessment is administered after 41/61 contact hours. To assure accuracy, site TF's review/record all pertinent updates on enrollment daily or as needed. We have made major gains and intend to continue our efforts as we identify gaps in our program.

2019-2020 we expanded our IETs enrollment and added a new workplace location Hollingsworth with our traditional AEL classes. We enrolled 2,920 prior to COVID 19 with 2,397 becoming participating. In April 2020 all of our AEL classes became remote due to the pandemic and we lost students due to remote learning. Students were not comfortable with virtual instruction only, and some didn't have technology to attend the class remotely. We were able to retain 1,261 students from March 2020-June 2020 attending remote classes. We completed the school year with 59 students receiving an IET through one of our training programs. Which included CNA 23 completions, CDL 29 completions, MOS 2 completions and Phlebotomy had 5 completion.

2. Describe the relevant experience and qualifications of your personnel as it pertains to the proposed service.

Program Director: is an education professional with experience in program /systems management, knowledge of budget development and oversight, and supervisory experience. She has almost two years of experience in this position. She was a full-time adult education teacher that has 11 years of experience in ABE/ ASE and ESL classrooms. She holds a master's degree in Educational Leadership. She also has K-12 experience as a certified teacher in the state of Mississippi where she enjoyed success in the classroom. She is an exceptional communicator and serve as a liaison between FWISD and Texas Workforce Solutions.

Professional Development Coordinator: Oversees the professional development providing equitable distribution of services to instructors and students. He/she will also be responsible for enter PD in TEAMS, while ensure staff meet their PD requirement each year. He/she will be responsible for updating the site schedule for the call center.

The Mentor Team: includes successful, experienced educators with advance post-secondary degrees. This team is working to build and train teachers and site staff in techniques and methods that will improve instruction and student success.

Quality Assurance Lead and TEAMS staff: The Quality Assurance Lead has been with the local program for almost 3 years but has been with adult education for 11 years. He has worked in different capacity within Adult Education and has used his skills and experience to lead the TEAMS entry staff in developing and implementing revised models to ensure proper and timely data entry. His staff includes full time and part-time TEAMS clerks that took on the task of restoring the data integrity of the FWISD OAE. The Quality Assurance Lead and his team has done the work to build processes in house and relationships with staff and partners in a way that has allowed the office to increase its efficiency and accuracy dramatically.

Career Pathway Navigator: has been an educator for over 40 years and has been in Adult Education since 2007 and has worked in many capacities.

She has a Bachelor of Science in Special Education, Master of Education in Educational Administration, and a Doctorate of Education in Administration Leadership for Teaching.

Administrative Associate: attended TCCD majoring in Business Administration and have 29 years of experience with Adult Education. She provides support to the director, track and monitor the AEL budget, prepare and process payroll, reconciles budget expenditures, and generate purchase orders and requisitions.

DL Leads: consist of two educators that have been with Adult Education over 10 years and in education over 25 years. They both have years of Digital Literacy and provide Educational Technology effort for our program.

Data Team Specialists: FWISD has three Data Team Specialist that is responsible for entering accurate student's data in TEAMS. The first Specialist have been with FWISD adult education in some capacity for over 15 years part time and now is fulltime. She is has worked in education in the following areas At Crowley she served as a TA in an elementary setting and at Birdville she served as a Family Engagement Specialist for 5 years under a 21st Century grant. With Denton ISD she served as a Community Outreach Coordinator and Professional Development specialist under the Adult Education grant funded by TEA.

The next specialist attended Wiley College major Early Childhood and attained Associate degree from TCC in Criminal Justice. She has been with FWISD since 2011, worked at Morningside Middle School for 5 years as a Counseling Clerk, Student Records as an Administrative Associate for 4 years and going on my 2nd year with Adult Education as a Data Specialist.

The last specialist has over 20 years of Educational Services with Independent School District and has been with FWISD Adult Education since 2011.

General Teaching Staff: All OAE instructors are degreed professionals that have demonstrated success in the classroom. The greater majority are certified retired or current fulltime teachers. All new instructors are assigned a mentor and shadowing hours to support and improve their teaching proficiency.

D. Financial Management/Cost Effectiveness

1. How do you monitor that costs are reasonable, necessary, and allowable?

The district shall adhere to the Cost Principles for federal grants, GAAP and any additional grant-specific cost principles. All district costs with federal grant funds, whether direct or indirect, will meet the minimum requirements of allow ability as specified in the 2 CFR 200.403. In addition, the costs must meet the general provisions for selected items of cost (2 CFR 200.420). The general principles state that costs must:

- Be reasonable and necessary:
  - A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
  - Necessary is defined as costs needed to carry out the grant activities and identified on the plan.
- Be allocable to the award. All services and goods acquired by the grant are aligned and used in the grant.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same *purpose in like circumstances*

*has been allocated to the Federal award as an indirect cost.*

- *Are determined in accordance with generally accepted accounting principles (GAAP).*
- *Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.*
- *Be the net of all applicable credits.*
- *Be adequately documented.*

*2. How do you monitor expenditures to ensure that you are on track for spending?*

*Expenditures are monitor monthly using a tracking system that we have in place using our reports from Munis along with the Consortium expenditure report.*

*3. What methodology is in place for cost allocation, indirect/overhead costs, and in-kind funds?*

*The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines.*

*This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.*

*All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200- Subpart E), the grant application program assurances, the granting agency's policies, and the district policies and procedures. District costs generally fall under two major categories:*

- compensation/benefits; and*
- non-compensation (contracted services, supplies, services, travel or equipment).*

The districts Indirect Cost Rate, or the maximum allowable rate, whichever is less will be used to post Indirect Costs for federal funds to the General Fund. The Accounting Department will prepare a general ledger entry for the indirect costs and will post the entry to the finance general ledger.

The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information. Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district's Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.

The Grant Manager over each federal grant award shall ensure that requirements for cost sharing and/or matching funds are approved through the grant approval process prior to the submission of the grant. At a minimum, the Superintendent and the Chief Financial Officer must approve the commitment of all cost sharing and matching grant funds. If cost sharing or matching funds are required as part of a federal grant award, the required direct or in-kind expenditures should be recorded and tracked on the general ledger. If matching grant funds are required in the General Fund (Fund 199), the district will use a sub-object to separately track the expenditures for reporting and compliance purposes.

- E. Clearly describe your fiscal organizational structures, cash management system, and knowledge in accordance with GAAP.

The FWISD Business and Finance Division will perform multiple roles. However, adequate controls of separation of duties will be maintained always. The departments are:

- Accounting Compliance
- Accounts Payable
- Budget and Finance
- Compensation and Employee Records
- Records Management
- Grants Development, Management and Monitoring (G&D)
- Fiscal Business Operations
- Purchasing
- Payroll, Benefits and Risks

All Business and Finance Division staff is expected to comply with the: Code of Ethics and Standard Practices for Texas Educators [Board Policy DH {Exhibit), School Board Policy CAA Local regarding fraud, FWISD Code of Conduct (Employee Handbook), Confidentiality Agreement, and FWISD Acceptable Use Guidelines.

**PART D**  
**CONTRACT ATTACHMENTS**

## CERTIFICATIONS

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### Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

### Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

#### **Prohibition Against Employment of Undocumented Workers**

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

#### **Drug-Free Workplace**

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

**Certification**

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

\_\_\_\_\_  
Signature Date *SB*

\_\_\_\_\_  
Typed or Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**ACTION AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE SHARED SERVICES AGREEMENT (SSA) WITH ESC REGION 11 FOR INSTRUCTIONAL SERVICES, MATERIALS, PROFESSIONAL DEVELOPMENT, PARENT ENGAGEMENT OPPORTUNITIES, AND ADMINISTRATION OF SERVICES TO PRIVATE NONPROFIT SCHOOLS THAT SERVE ECONOMICALLY DISADVANTAGED CHILDREN WHO RESIDE IN THE FORT WORTH ISD ATTENDANCE AREA**

**BACKGROUND:**

As a Local Education Agency (LEA), Fort Worth ISD is required by law to provide equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area, their teachers, and their families [Every Student Succeeds Act, section 1117 (20 U.S. Code 6320)]. Education Service Center (ESC) Region 11 will be the pass-through agency and provide instructional services, materials, professional development, and parent engagement opportunities to participating private nonprofit schools through an interlocal agreement between Fort Worth ISD and ESC Region 11.

The provision of equitable services to private nonprofit schools in 2019-2020 was disrupted due to the COVID-19 pandemic. The Texas Education Agency has waived carryover requirements and is allowing LEAs to access unexpended 2019-2020 funds from the beginning of the 2020-2021 school year. The funds are designated for private nonprofit equitable services and, as during the 2019-2020 school year, will be available for the provision of equitable services according to this agreement. The 2019-2020 budget accounts and amounts are listed alongside the 2020-2021 budget accounts and amounts on pages 3 and 4, below.

The agreement shall include the following services:

Title I:

- Hire and retain qualified personnel sufficient to assist the LEA with Title I private nonprofit obligations.
- Provide the LEA with:
  - Location and identification of economically disadvantaged students residing within the district but attending private nonprofit schools; and
  - Data for applications and compliance reports, as necessary.
- Provide direct services to private nonprofit schools as required by Title I, including:
  - Ongoing negotiation of services for identified students;
  - Development of a personal academic plan for identified students in the targeted private nonprofit programs; and
  - Access to allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.

- Report all required data to the LEA for completion of applications and compliance reports, as necessary.
- Act as fiscal agent for the district Title I set-aside funds, including tracking and controlling inventory placed in private nonprofit schools.

Title II:

- Hire and retain qualified personnel sufficient to assist the LEA with Title II private nonprofit obligations.
- Provide the LEA with:
  - Location and identification of private nonprofit schools desiring to take part in Title II services; and
  - Data for applications and compliance reports, as necessary.
- Provide direct services to private nonprofit schools as required by Title II, including:
  - Provide professional development at the private nonprofit campus site;
  - Provide access to Region 11 training, including institutes, speakers, and conferences; and
  - Arrange travel and registration to other allowable professional development, upon request.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title II set-aside funds, including tracking and controlling inventory placed in private nonprofit schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

Title III:

- Hire and retain qualified personnel sufficient to assist the LEA with Title III private nonprofit obligations.
- Provide the LEA with:
  - Location and identification of private schools desiring to take part in Title III services; and
  - Data for applications and compliance reports, as necessary.
- Provide direct services to private nonprofit schools as required by Title III, including:
  - Provide professional development at the private nonprofit campus site;
  - Provide access to Region 11 training, including institutes, speakers, and conferences;
  - Determine eligible students who are English language learners; and
  - Arrange travel and registration to other allowable professional development, upon request.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title III set-aside funds, including tracking and controlling inventory placed in private nonprofit schools and ensuring that administrative costs do not exceed the allowable limits for Title III.

Region 11 will provide Fort Worth ISD with the data required to complete compliance reports. The funds to provide the services are included in these grants and will not impact local funds.

Administration costs for 2020-2021 should not exceed \$47,500. Under the past system of support, the administration of services to the private nonprofit schools cost the district more than \$80,000 between the Fort Worth ISD Federal Programs Department and Student Placement Center personnel that worked directly with the schools. Under this agreement, the district will save nearly \$32,500 in expenses for administering the program, freeing resources to meet other district needs. Board approval is required by Region 11.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Shared Services Agreement (SSA) with ESC Region 11 for Instructional Services, Materials, Professional Development, Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children Who Reside in the Fort Worth ISD Attendance Area
2. Decline to Approve Shared Services Agreement (SSA) with ESC Region 11 for Instructional Services, Materials, Professional Development, Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children Who Reside in the Fort Worth ISD Attendance Area
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Shared Services Agreement (SSA) with ESC Region 11 for Instructional Services, Materials, Professional Development, Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children Who Reside in the Fort Worth ISD Attendance Area

**FUNDING SOURCE**

*Additional Details*

**2020-2021 Funds**

211-21-6239-04Y-999-24-510-000000-21F10  
255-21-6239-04Y-999-24-528-000000-21F28  
263-21-6239-04Y-999-25-590-000000-21F90  
289-21-6239-04Y-999-24-512-000000-21F12

**2019-2020 Carryover Funds**

211-21-6239-04Y-999-24-510-000000-20F10  
255-21-6239-04Y-999-24-528-000000-20F28  
263-21-6239-04Y-999-25-590-000000-20F90  
289-21-6239-04Y-999-24-512-000000-20F12

**COST:**

2020-2021 Required Set-Aside NOT TO EXCEED:

Title I, Part A	\$513,877
Title II, Part A	\$163,488
Title III, Part A	\$ 13,230

2020-2021 Region 11 Administration of Programs:

Title I, Part A	\$40,000
Title II, Part A	\$ 6,000
Title III, Part A	\$ 1,500

2019-2020 Carryover NOT TO EXCEED:

Title I, Part A	\$282,929
Title II, Part A	\$ 70,824
Title III, Part A	\$ 11,205

**VENDOR:**

Education Service Center Region 11

**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**

Private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area.

**RATIONALE:**

ESC Region 11 will provide services to participating private nonprofit schools through a Shared Services Agreement. Approval of this request will:

1. Increase efficiency in the provision of services and resources to participating private nonprofit schools, as required by law.
2. Minimize the administrative cost of the program so that district resources can be allocated to other priorities.

3. Facilitate compliance with Texas Education Agency requirements.

**INFORMATION SOURCE:**

Michael Ball



1451 S. Cherry Lane  
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for  
Instructional Services Cooperative Title I, Part  
A, Private/Non-Profit Services**

**Enrollment Period: 09/01/2020 - 08/31/2021**

Do you wish to sign up for the Instructional Services Title I, Part A,  
Private/Non-Profit Services Contract? If yes, please enter the number of  
private/non-profit students in the box on the right

Total:

Answer	Price
1,025.00	\$40,000.00
	<b>\$40,000.00</b>

Contract Contact: Shari King [sking@esc11.net](mailto:sking@esc11.net)



1451 S. Cherry Lane  
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for  
Instructional Services Cooperative Title II, Private/Non-Profit  
Services v2**

**Enrollment Period: 09/01/2020 - 08/31/2021**

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Do you wish to sign up for the Instructional Services SSA Title II  
Private/Non-Profit Services Contract? If yes, please enter the number of  
private/non-profit campuses the box on the right.

Total:

Answer	Price
19.00	\$6,000.00
	<b>\$6,000.00</b>

Contract Contact: Shari King [sking@esc11.net](mailto:sking@esc11.net)



1451 S. Cherry Lane  
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for  
Instructional Services Cooperative Title III, Private/Non-Profit  
Services v3**

**Enrollment Period: 09/01/2020 - 08/31/2021**

Do you wish to sign up for the Instructional Services SSA Title III Private/Non-Profit Services Contract? If yes, please enter the number of English Language Learners and immigrant students attending the private/non-profit in the box on the right.

Total:

Answer	Price
4.00	\$1,500.00
	<b>\$1,500.00</b>

Contract Contact: Shari King sking@esc11.net



1451 S. Cherry Lane  
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for  
Instructional Services SSA Title I, Part C Migrant Education  
Program v6**

**Enrollment Period: 09/01/2020 - 08/31/2021**

If eligible to participate in the Instructional Services Title I Part C Migrant Education Program Shared Services Arrangement, is it your intent to complete the TEA Applicant Designation and Certification (ADC) form and submit it through eGrants? If yes, please check the box on the right.

In order for your district to be eligible for this SSA, the following criteria must be met:

- Have identified Migrant students
- Have a Migrant funding allotment
- SSA participation is NOT mandatory

The purpose of these funds is to provide services for eligible ESC Region 11 migrant children in accordance with the Standard Application System (SAS) Title I, Part C Migrant NCLB consolidated application. ESC Region 11 will serve as fiscal agent and will provide assistance in meeting the seven areas of focus for the migrant program.

Registration Fees

Membership in this SSA allows workshop participants to register for some trainings at a reduced fee. If it is determined that your LEA is ineligible for membership in this SSA, participants who have registered for sessions with reduced SSA fees will be invoiced for the difference between the reduced fee and the regular fee.

Total:

**Contract Contact:** Shari King sking@esc11.net \*\*Will delete if no funds in eGrants

Note: Shared Service Arrangement will be fully executed after September 1 once membership is determined.

Answer	Price
<input checked="" type="checkbox"/>	
	\$-

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**September 22, 2020**

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES DIA(LOCAL), FB(LOCAL), FEB(LOCAL) AND FFH(LOCAL)**

**BACKGROUND:**

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. District personnel updates policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.

Policies DIA(LOCAL), FB(LOCAL) and FFH(LOCAL) include new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment, and FEB(LOCAL) assigns the superintendent the responsibility of designating the District's official attendance-taking time.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Second Reading-Revisions to Board Policies DIA(LOCAL), FB(LOCAL), FEB(LOCAL) and FFH(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies DIA(LOCAL), FB(LOCAL), FEB(LOCAL) and FFH(LOCAL)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading-Revisions to Board Policies DIA(LOCAL), FB(LOCAL), FEB(LOCAL) and FFH(LOCAL)

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Schools, Departments and Stakeholders

**RATIONALE:**

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

**INFORMATION SOURCE:**

Karen Molinar

## BOARD POLICY UPDATE #115

### DIA(LOCAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT AND RETALIATION

#### Rationale:

Recommended revisions to this policy incorporate a recent United States Supreme Court decision which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

The necessary revisions are extensive and include TASB's standard recommended local policy language. In all provisions our District's unique references are retained .

Annotations are shown as follows.

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

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**Note:** This policy addresses discrimination, ~~bullying~~, harassment, and retaliation ~~against~~ involving District employees. ~~For Title IX and other provisions regarding~~ For discrimination, harassment, and retaliation ~~against~~ involving students, see FFH. ~~For bullying involving students, see FFI.~~ For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions**

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

~~**Role of the District**~~

~~The District shall provide training and counseling as needed to promote awareness of this policy and the elimination of bullying, harassment, discrimination, or retaliation based on race, ethnicity, religion, sex, gender, disability, age, sexual orientation, gender identity and expression, or military/veteran status throughout the District. The Human Capital Management Division shall be made aware of all cases related to these types of discrimination, bullying, harassment, or retaliation and shall work with the parties involved to resolve conflicts in a manner consistent with the spirit and requirements of this policy.~~

**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, ~~sexual orientation~~, disability, ~~gender identity and expression~~, military/veteran status, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, ~~sexual orientation~~, disability, ~~gender identity and expression~~, military/veteran status, or any other basis prohibited by law, that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis re-lated to sex.

**Bullying**

Bullying in the context of the work environment is repeated abusive mistreatment that undermines, humiliates, or threatens employees, prevents work from being done, and harms employee health. Bullying must not be confused with the non-abusive exercise of management rights to assign tasks, coach, or take work-related disciplinary action against employees. Bullying may be supervisor-to-subordinate or employee-to-employee. [See DH]

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, ~~sexual orientation~~, disability, ~~gender identity and expression~~, military/veteran status, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name ~~calling~~, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other [negative](#) stereotypes; or other ~~kinds~~[types](#) of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee’s employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or

2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact, or** communication, **including electronic communication**~~or contact~~.

~~Retaliation~~

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, bullying, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting  
Procedures

~~Any~~**An** employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District  
Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504  
Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

~~Role of the ADA/  
Section 504  
Coordinator~~

~~The ADA/Section 504 coordinator shall be responsible for ensuring that complaints are processed according to procedures but shall not be responsible for making a decision or determination about a~~

	<p><del>complaint. The responsibility for a decision rests with the administrator who has jurisdiction over the complainant's area of employment.</del></p>
Superintendent	<p>The Superintendent <del>or designee</del> shall serve as coordinator for purposes of District compliance with all other nondiscrimination <del>antidiscrimination</del> laws.</p>
<b>Alternative Reporting Procedures</b>	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed <del>the conduct</del>. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	<p>To ensure the District's prompt investigation, reports <del>Reports</del> of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. <del>A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.</del></p>
<b>Notice of Report</b>	<p>Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.</p> <p>Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.</p>
<b>Investigation of Reports Other Than Title IX <del>the Report</del></b>	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.</p> <p>The District may request, but shall not <del>require</del> <del>insist upon</del>, a written report. <del>of the allegations</del>. If a report is made orally, the District official shall reduce the report to written form.</p>
<b>Initial Assessment</b>	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if <del>proved</del> <del>proven</del>, would constitute prohibited conduct as defined by this policy. If so, the District <del>official</del> shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p>

**Interim Action**

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

**District Investigation**

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the **campus** principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Concluding the Investigation**

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

**District Action**

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

**Confidentiality**

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

**Response to Sexual Harassment—Title IX**

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

**General Response**

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title

IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

#### Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames

for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;

6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~

for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's ~~District~~ administrative offices.



July 2020

# BOARD POLICY UPDATE #115

## FB(LOCAL) EQUAL EDUCATIONAL OPPORTUNITY

### Rationale:

The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text. This policy is TASB's standard version.

Annotations are shown as follows.

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

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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**Title IX Coordinator** The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

**ADA / Section 504 Coordinator** The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

**Superintendent** The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Equal Educational Opportunity**  
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

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**Section 504**

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

EQUAL EDUCATIONAL OPPORTUNITY

FB  
(LOCAL)

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records control retention schedules. [See CPC]

# July 2020

## BOARD POLICY UPDATE #115

### FEB(LOCAL): ATTENDANCE- ATTENDANCE ACCOUNTING

#### Rationale:

Recommended revisions to this local policy on attendance accounting are to address amended Administrative Code rules that delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended text assigns to the superintendent the responsibility of designating the District's official attendance-taking time.

Annotations are shown as follows.

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

Fort Worth ISD  
220905

ATTENDANCE  
ATTENDANCE ACCOUNTING

FEB  
(LOCAL)

**Attendance  
Accounting System**

The Superintendent shall be responsible for designating the official attendance-taking time during the campus's instructional day and maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative  
Attendance-  
Taking Recording  
Time

~~The~~ When appropriate, the Superintendent is authorized to ~~shall~~ establish written procedures permitting a campus to record absences in ~~specify~~ an alternative hour from the District's official ~~time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus~~ or for a designated group of students at a campus. The alternative ~~time for recording attendance-taking time~~ shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* and administrative regulations.

**Parental Consent to  
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

DATE ISSUED: 7/16/2020 ~~3/17/2016~~  
UPDATE 115404  
FEB(LOCAL)-A

ADOPTED:

1 of 1

# BOARD POLICY UPDATE #115

## FFH(Local): FREEDOM FROM DISCRIMINATION, HARASSMENT AND RETALIATION

### Rationale:

Because the necessary revisions based on the new Title IX regulations are so extensive, TASB's standard local policy language is used. Please note, however, that in provisions listing protected characteristics, the District's unique references to sexual orientation, gender identity, and gender expression have been retained.

Annotations are shown as follows.

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

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**Note:** This policy addresses discrimination, harassment, and retaliation **against involving** District students. For provisions regarding discrimination, harassment, and retaliation **against involving** District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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STATEMENT OF  
NONDISCRIMINATION

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, **sex**, gender, sexual orientation, gender identity, **gender and** expression, national origin, **age**, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

DISCRIMINATION

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, **sex**, gender, sexual orientation, gender identity, **gender and** expression, national origin, **age**, disability, or any other basis prohibited by law, that adversely affects the student.

PROHIBITED  
CONDUCT

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

PROHIBITED  
HARASSMENT

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, **sex**, gender, sexual orientation, gender identity, **gender and** expression, national origin, **age**, disability, or any other basis prohibited by law, **when the conduct that** is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by [law](#) and this policy.

EXAMPLES

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, ~~sexual orientation, gender identity and expression,~~ or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

SEX-BASED  
HARASSMENT

As required by law, the District shall follow the procedures below at [Response to Sexual Harassment—Title IX](#) upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See [FFH\(LEGAL\)](#)]

SEXUAL HARASSMENT  
BY AN EMPLOYEE

Sexual harassment of a student by a District employee includes: ~~both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:~~

1. Quid Pro Quo – where a school employee conditions an educational benefit or service on a student's participation in ~~unwelcome sexual conduct; A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or~~
2. Hostile Environment – ~~unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the school's educational program or activity; and/or The conduct is so severe, persistent, or pervasive that it:~~
  - a. ~~Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or~~
  - b. ~~Creates an intimidating, threatening, hostile, or abusive educational environment.~~
3. Sexual assault, dating violence, domestic violence, or stalking as defined under the Clery Act and the Violence Against Women Act.

Romantic or **other** inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DF]

BY OTHERS

Sexual harassment of a student, including harassment committed by another student, includes ~~unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:~~

1. **Quid Pro Quo** – where a school employee conditions an educational benefit or service on a student's participation in **unwelcome sexual conduct**; ~~Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;~~
2. **Hostile Environment** – **unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the school's educational program or activity; and/or Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or**
3. **Sexual assault, dating violence, domestic violence, or stalking as defined under the Clery Act and the Violence Against Women Act.** ~~Otherwise adversely affects the student's educational opportunities.~~

EXAMPLES

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communications, **including electronic communication** ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

GENDER-BASED  
HARASSMENT

Gender-based harassment **includes** ~~of a student is defined as~~ physical, verbal, or nonverbal conduct based on the student's gender, **the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity.** For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct **gender expression that** is so severe, persistent, or pervasive that the conduct:

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

1. Affects a student's ability to participate in or benefit from an educational program or activity ~~or a school-sponsored or school-related activity~~, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity ~~and expression~~, may include offensive jokes, name-calling, slurs, ~~or~~ rumors, ~~cyberharassment~~; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

DATING VIOLENCE

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

EXAMPLES

Examples of dating violence against a student may include physical or sexual assaults; name-calling; ~~put-downs~~ ~~slurs~~; ~~rumors~~; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to ~~harm or to~~ commit ~~suicide~~ or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

RETALIATION	<del>The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.</del>
EXAMPLES	<del>Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions.</del>
FALSE CLAIM	<del>A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.</del>
PROHIBITED CONDUCT	<del>In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.</del>
REPORTING PROCEDURES	Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
STUDENT REPORT	
EMPLOYEE REPORT	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct by an employee shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
	<del>If a student or group of students has or may have experienced prohibited conduct by a student, a District employee shall immediately notify the principal.</del>
DEFINITION OF DISTRICT OFFICIALS TITLE IX COORDINATOR	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.  Reports of discrimination based on sex, including sexual harassment, or gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)] <del>The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:</del>

~~Name: Rufino Mendoza~~

~~Position: Director, Employee Relations~~

~~Address: 100 North University Drive, Fort Worth, TX 76107~~

~~Telephone: (817) 814-2790~~

ADA /  
SECTION 504  
COORDINATOR

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)] ~~The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:~~

~~Name: June Davis~~

~~Position: Director of Special Programs~~

~~Address: 100 North University Drive, Fort Worth, TX 76107~~

~~Telephone: (817) 814-2878~~

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination ~~antidiscrimination~~ laws.

ALTERNATIVE  
REPORTING  
PROCEDURES

An individual ~~A student~~ shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.~~

NOTICE TO PARENTS

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

INVESTIGATION OF  
~~THE~~ REPORTS OTHER  
THAN TITLE IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

INITIAL  
ASSESSMENT

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~ ~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at CRIMINAL INVESTIGATION.

If the District official determines that the allegations, if ~~proved~~ ~~proven~~, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

INTERIM ACTION

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

DISTRICT  
INVESTIGATION

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

CRIMINAL  
INVESTIGATION

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

CONCLUDING THE INVESTIGATION	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
NOTIFICATION OF OUTCOME	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
DISTRICT ACTION PROHIBITED CONDUCT	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
CORRECTIVE ACTION	<p>Examples of corrective action may include a training program for those involved in the <a href="#">report complaint</a>, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.</p>
BULLYING	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
IMPROPER CONDUCT	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
CONFIDENTIALITY	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
APPEAL	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her</p>

right to file a complaint with the United States Department of Education Office for Civil Rights.

RESPONSE TO SEXUAL  
HARASSMENT-TITLE IX

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

GENERAL RESPONSE

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

TITLE IX FORMAL  
COMPLAINT PROCESS

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal-resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

STANDARD OF EVIDENCE

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

RETALIATION

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

EXAMPLES

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

FALSE CLAIM

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

RECORDS RETENTION

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC].

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]  
~~Retention of records shall be in accordance with FB(LOCAL) and CPC(LOCAL).~~

ACCESS TO POLICY  
AND PROCEDURES

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and ~~any-related~~ procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

**ACTION AGENDA ITEM  
BOARD MEETING  
September 22, 2020**

**TOPIC: APPROVE THE 2020-2021 STUDENT CODE OF CONDUCT**

**BACKGROUND:**

Chapter 37.001 of the Texas Education Code mandates that each school district shall, with the advice of a district-level committee, adopt a *Student Code of Conduct*. It also states that the *Student Code of Conduct* shall stand as an authoritative document on its own and with Board adoption has the force of local policy. The content of the Student Code of Conduct is required by law and communicates to students, parents, school staff and the community exactly what is expected of students and how misconduct will be handled.

The document was reviewed by the School District Office of Legal Services and the District Advisory Committee.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve the 2020-2021 Student Code of Conduct
2. Decline to Approve the 2020-2021 Student Code of Conduct
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the 2020-2021 Student Code of Conduct

**FUNDING SOURCE**

Not Applicable

***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 Discipline and Placement

**RATIONALE:**

The Student Code of Conduct is a state mandated document under the Texas Education Code. (sec. 37.001)

**INFORMATION SOURCE:**

Cherie Washington  
Raúl Peña



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## **Executive Summary**

### **Student Code of Conduct 2020-2021**

The student code of conduct is revised every year to communicate to students, parents, school staff and the community exactly what is expected of students and how misconduct will be handled. State mandated changes are provided in odd numbered years following a legislative session. This year, the Texas Association of School Boards announced required changes relevant to new Title IX regulations, please note the following revisions regarding Title IX guidelines and local editorial changes:

- **Notice of Non-Discrimination** – The non-discrimination statement was revised consistent with the new Title IX guidelines - pg 50.
- **Sexual Harassment definition** - The revised definition includes language required by the new Title IX guidelines - pg 23.
- **Local update** – Pertaining to concerns relevant to Covid-19, a student may be disciplined for causing another student or school employee to be in contact with the blood, bodily fluids, saliva, urine, or feces of any person or animal with the intent to assault, harass or alarm - pg 32.
- **Local update** – The option of a teleconference has been added to the Central Office Conference rules and procedures, for students being recommended for placement in a DAEP or expulsion to JJAEP - pg 34 & 39.
- **Local update** – except when excused - replaces except when regularly otherwise lawfully - pg 2
- **Local update** – pg 4 Considerations in Decision 1-6 (all 6 mitigating factors) replaces A-D, copied from - page 23
- **Local update** – remove Note : The student, parent and/or guardian - pg 4
- **Local update** – revised Superintendent letter to reflect digital Acknowledgement Form found in online student enrollment - pg 7
- **Local update** – added Commitment to Equity statement - pg 8
- **Local update** – added Student and Parent Concerns - pg 8

- 
- **Local update** – revised wording see The Purpose of the Student Code of Conduct - pg 9
  - **Local update**- revised wording see Disclaimer - pg 9
  - **Local update** – revised wording see Standards for Student Behavior - pg 9
  - **Local update** – revised wording see Determining Consequences - pg 9 (paragraph 1)
  - **Local update** – revised wording see Threat Assessment and Safe and Supportive School Team - pg 10
  - **Local update** - added Benbrook Police Department and Forest Hill Police Department - pg 10
  - **Local update** – revised wording see Security Personnel/School Resource Officers (SRO) - pg 10 (paragraph 2)
  - **Local update** – added reference to Board Policy FNF (correct to Local) - pg 11
  - **Local update** – replace Response to Intervention for Multi-Tiered System of Supports - pg 15
  - **Local update** – revised wording see Note: A student may be disciplined when necessary to address - pg 16
  - **Local update**- see Placement Review Committee added Members of the PRC will reflect the diversity of the school’s student population - pg 17
  - **Local update**-revised wording see In-School Suspension -must be notified - pg 18
  - **Local update** – see On Campus Intervention Program added OCI - pg 19
  - **Local update**-see Level 1 Offenses added FWISD administrators must consider - pg 24
  - **Local update**- reformat Level I violations include - pg 24
  - **Local update** -reformat Level I Discipline Management Techniques - pg 24
  - **Local update** – see Level II Discretionary Removal added FWISD administrators must consider - pg 27
  - **Local update** – reformat Level II violations include ... - pg 27
  - **Local update** – reformat Level II Discipline Management Techniques - pg 28
  - **Local update** – expanded Hazing definition - pg 30
  - **Local update** – see Level II Persistent or Serious Offenses item 4 revised wording - pg 31
  - **Local update** – revised wording see Conference Rules and Procedures - pg 34

- **Local update** -addition Students will be allowed to return to their home campus following placement in DAEP or JJAEP. pg 37
- **Local update** – reformat see Level III violations include ... - pg 38
- **Local update** - remove “de novo” see Central Office Hearing - pg 39
- **Local update** – revised wording see Transportation - pg 42
- **Local update** – revised wording see Notice of Non-Discrimination - pg 50
- **Local update** – revised wording to update the acknowledgement form is included in the digital enrollment - pg 58
- **Local update** – revised wording to update a quick reference foldable SCOC is available to parents - pg 59
- **Local update** – addition of Truancy Letter-Department of Student Engagement and School Completion - pg 60

For further review of the entire document, please visit the following link; [Student Code of Conduct](#)

# Fort Worth ISD Board of Education

Jacinto Ramos Jr, **President**

Jacinto Ramos, Jr.		District 1
Tobi Jackson	<b>1<sup>st</sup> Vice-President</b>	District 2
Quinton Phillips	<b>2<sup>nd</sup> Vice-President</b>	District 3
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Anael Luebanos	<b>Board Secretary</b>	District 8
Ashley Paz		District 9

## Superintendent

Dr. Kent P. Scribner

## Mission

Preparing *all* students for success in college, career, and community leadership

Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, Texas 76107  
Phone: 817-814-2000  
[www.fwisd.org](http://www.fwisd.org)

## Overview

This student code of conduct, approved by the FWISD Board of Education, provides information to students and parents regarding expectations of behavior, as well as consequences for code of conduct violations. Parents and students are encouraged to read and regularly review the district's student code of conduct to ensure a successful and productive school year for all.

### Student, School Personnel, and Parent Responsibilities

#### **Students are expected to:**

- ❖ Attend school the entire instructional day, except when excused and be on time to all classes. (reference attendance review committee)
- ❖ Follow the rules and regulations established by the teacher and the school as stated in the Student Code of Conduct, Campus Discipline Management Plan, and the procedures concerning appropriate behavior.
- ❖ Cooperate with all reasonable directives issued by school personnel.
- ❖ Be prepared for each class with assigned work and appropriate materials.
- ❖ Pursue mastery of the essential knowledge and skills of the curriculum as prescribed by the District and the State.
- ❖ Establish an effective working relationship with parents, peers and school personnel.
- ❖ Show respect for others and their property.
- ❖ Abstain from making profane, insulting, threatening or inflammatory remarks.
- ❖ Stay away from other Fort Worth ISD campuses during the school day, except with permission from school personnel.
- ❖ Demonstrate respectful and courteous behavior.
- ❖ Strive toward self-discipline, setting individual goals and utilizing good work habits.
- ❖ Leave campus immediately after the dismissal bell unless involved in a school activity.
- ❖ Assume responsibility for making choices and accept the consequences of those behaviors.
- ❖ Adhere to dress code standards.
- ❖ Follow all FWISD bus rider safety guidelines.

#### **District personnel are expected to:**

- ❖ Follow state laws as well as District policies and regulations.
- ❖ Abide by the Code of Ethics as approved by the Texas Education Agency.
- ❖ Value parents as partners in the educational process.
- ❖ Attempt to promptly contact parents when there is a change in the student's performance or when an improvement is not sustained.
- ❖ Respond promptly and appropriately to parents' inquiries about their children.
- ❖ Participate in campus activities that promote parent involvement.
- ❖ Work with parents, students and other district professionals to solve problems at the classroom level.
- ❖ Explore restorative consequences when possible to address behaviors of concern.
- ❖ Disseminate grading procedures to students and parents at the beginning of each semester.
- ❖ Demonstrate a positive attitude toward parents and students.
- ❖ Encourage and assist students to develop effective study habits.
- ❖ Strive to prepare the child emotionally and socially to be receptive to learning and discipline.
- ❖ Establish a healthy tolerance level through setting limits.

- ❖ Follow the rules and regulations established by the school, the District and dress code standards.
- ❖ Review and become familiar with the bus rider safety guidelines.

**Parents or legal guardians are expected to:**

- ❖ Establish and maintain a positive attitude toward education and school personnel.
- ❖ Take an active interest in the overall school program.
- ❖ Strive to prepare their child emotionally and socially to be receptive to learning and discipline.
- ❖ Require and lead their child to develop proper study habits at home.
- ❖ Assist their child in being properly attired for school according to the standards of the dress code.
- ❖ Send their child daily to school as required by law and promptly notify the school to explain absences and tardiness.
- ❖ Maintain current addresses and phone numbers in the school office for home, work and emergencies.
- ❖ Bring to the attention of school authorities any learning problem or condition that may relate to their child's education.
- ❖ Sign the Student and Parent Acknowledgement Statement indicating that a copy of the Student Code of Conduct has been received and read.
- ❖ Encourage their child to adhere to the Student Code of Conduct and school discipline policies.
- ❖ Attend school conferences; respond to the teacher's initial contact.
- ❖ Initiate conferences to discuss academic progress.
- ❖ Discuss work assignments and report cards with the student; request a conference with the teacher if their child receives a failing grade for the reporting period.
- ❖ Promote their child's attendance at school tutorials as the need arises.
- ❖ Cooperate with school personnel when their child is involved in a discipline problem.
- ❖ Cooperate with school administrators and teachers in their efforts to achieve and maintain a quality school system.
- ❖ Ensure student safety by adhering to appropriate drop-off and pick-up times.
- ❖ Review with school age child all FWISD bus rider safety guidelines and consequences.
- ❖ Provide appropriate identification when requested by school personnel.
- ❖ Cooperate with the school nurse to obtain state-required immunizations, to follow procedures for administration of medications at school and to take/keep the student home when ill.
- ❖ Demonstrate a positive attitude toward school personnel and students.

**The district has the authority to address behavioral concerns and provide consequences when:**

Students violate the code of conduct during the school day, while students walk to and from school, at a bus stop, while attending or participating in school-sponsored events or activities and while riding on a school bus or any vehicle owned by the district.

- When students post threatening messages on social media towards other students, staff or district property, regardless of time or location.
- When students engaged in specific criminal activity, determined by law enforcement, regardless of time or location.

**Determining consequences:**

As required by law, the principal or the assistant principal will serve as the Campus Behavior Coordinator (CBC). The CBC is primarily responsible for addressing behavioral concerns and maintaining student discipline.

### **Considerations in Decision**

Before ordering an in-school or out-of-school suspension, the campus behavior coordinator must consider:

- 1) whether the student acted in self-defense,
  - 2) the intent or lack of intent at the time the student engaged in the conduct,
  - 3) the student's disciplinary history or
  - 4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
  - 5) a student's status in the conservatorship of the Department of Family and Protective Services,
  - 6) a student's status as a student who is homeless, regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.
- TEC Section 37.001 (a)(4)

**The CBC must consider restorative options to address the social and emotional needs of students that may contribute to behavior violating the Student code of Conduct, while keeping students engaged with their academic responsibilities at their home campus. including:**

- A. Parent/teacher conference
- B. Conflict resolution
- C. Restorative circles (circles can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.)
- D. Behavior coaching
- E. Behavior improvement plan
- F. Referral to the school's student support team
- G. Referral to social services in the community
- H. Option to pay for damages to personal and/or school property
- I. Option to perform school assigned duties
- J. Transfer student to another classroom
- K. In school or out of school suspensions

**The District has the right to remove a student to an alternative school setting, for serious or persistent misconduct or when the student breaks local or state law:**

- Students have the right to participate in a due-process conference before they are removed from their regular school setting.
- Students can be removed to a district alternative education program for up to 60 school days.
- If a student engages in a serious criminal act, the student can be expelled to the Tarrant County juvenile alternative education program for up to one school-calendar year.
- Students placed in alternative educational programs are not allowed to attend nor participate in any extracurricular activities.
- Students are not allowed to visit their home campus during the time of removal.
- Students have the right to appeal a removal to an alternative education program.

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**Kent Paredes Scribner, Ph.D.**  
**Superintendent of Schools**  
**Fort Worth Independent School District**  
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August 26, 2020

Dear Parent/Guardian:

It is my distinct pleasure to welcome you to the 2020-21 school year! I hope you and your child are looking forward to a successful year in the Fort Worth Independent School District.

I am pleased to provide you with this year's **Student Code of Conduct**. It details the high standards of behavior expected of all Fort Worth ISD students. The Board of Education established the standards to ensure our schools will continue to be safe places for teaching and learning.

The 2020-21 Student Code of Conduct provides important information about required conduct and consequences for misconduct. Individual schools may develop campus-level student handbooks, but each one will reinforce this Student Code of Conduct and support both district policy and state law. Please contact your child's campus administrator if you have any questions regarding required student conduct and/or disciplinary consequences.

Your child's digital enrollment packet includes an acknowledgement of option for electronic distribution of the student code of conduct. You must accept responsibility to access the student code of conduct by visiting FWISD website [www.fwisd.org](http://www.fwisd.org) or obtain a paper copy by visiting the administrative office of your child's school.

I hope you find the information in the Student Code of Conduct helpful. Please read it carefully, and discuss the information with your child.

Thank you for your support of the Fort Worth ISD and its high academic and behavioral standards for students. Best wishes for a positive and productive school year.

Sincerely,

A handwritten signature in black ink, appearing to read "KPS", is written over a faint, larger signature.

Kent P. Scribner, Ph.D.

## Commitment to Equity

District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students. Board Policy AE (Local).

**Student and Parent Concerns:** Student or parent concerns related to the Student Code of Conduct should be directed to the local campus administrator first. The student or parent should submit a written complaint and request a conference with the campus principal. If the concern is not resolved, a request for a conference should be sent to the Superintendent's designee. If still unresolved, the District provides for the complaint to be presented to the Board. The District has adopted a standard complaint Policy, FNG (LOCAL). A copy of the policy can be obtained from the principal's office or on the district's Web site at <http://pol.tasb.org/Policy/Code/1101?filter=FNG>.

## The Purpose of the Student Code of Conduct

Our community's commitment to education is a high priority that deserves and requires a significant commitment of financial and human resources. The benefits a student derives from this investment depend on the student's approach toward learning and the student's commitment to high standards of behavior. The FWISD 2020-2021 Student Code of Conduct has been revised to comply with state law as defined in Chapter 37 of the Texas Education Code. The law requires the District to define misconduct that may or must result in a range of specific disciplinary consequences. This Code, adopted by the FWISD Board of Education, provides information and direction to students and parents regarding standards of behavior as well as consequences of misconduct. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the FWISD Board of Education becomes effective for the next school year.

*Please Note:* The discipline of students with disabilities who are eligible for services under federal law IDEA (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws

### **Disclaimer**

The Student Code of Conduct contains a general statement of the standards of behavior for students while at school or attending school-sponsored or school-related activities on or off school property, including conduct at a school bus stop or off campus. Provisions of the Student Code of Conduct may be expanded, modified or revoked only by action of the Board of Education or a change in law. District administrators may interpret the Student Code of Conduct as needed to carry out its intended purpose and to maintain safety in the school environment. District administrators must consider mitigating factors before ordering in school suspension, out of school suspension, removal to DAEP, or expulsion to JJAEP. Changes in Student Code of Conduct will be effective upon adoption by the Board of Education. If any of the provisions of this Student Code of Conduct conflict with federal or state laws, rules, and regulations, or Board policy, the provision is superseded by applicable law or Board policy, then the most recently adopted provision shall control. The provisions of the Student Code of Conduct are severable, and the invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of the other provisions.

### **Accessibility**

The Student Code of Conduct is available in its entirety on the Fort Worth ISD District Web site at <https://www.fwisd.org/SCOC>. If you have difficulty accessing the information in this document because of a disability, please contact *Patricia Sutton, Director of Special Programs, 100 North University Drive NW 250, Fort Worth, Texas 76107 Telephone: (817) 814-2878*

## Standards for Student Behavior

These standards of student behavior are issued under the authority of the Fort Worth ISD to administer discipline whenever the interest of the District is involved, regardless of whether the misconduct occurs at school or off school grounds, including, but not limited to, school-sponsored or school-related activities away from the District, District sponsored transportation, at a bus stop or in conjunction with independent classes. Student behavior management is designed to promote a safe learning environment. and prepare *all* students for success in college, career, and community leadership.

### **Determining Consequences**

As required by law, TEC 37.0012, a campus behavior coordinator has the discretion to apply school-based discipline for specific violations or refer the matter to the Student Discipline and Placement department for review. Student Discipline and Placement supports campuses in interpreting and enforcing the FWISD Student Code of Conduct. District Hearing Officers help determine the least restrictive options for students requiring alternative placement. In addition, they offer a Diversionary Referral Program that some students may be eligible to participate in, in lieu of a level II DAEP. The hearing officer will determine eligibility for the Diversionary Referral Program. The department

provides regular data reports to campuses on their disciplinary practices in the interest of decreasing suspensions and expulsions and improving the instructional continuity for students facing disciplinary action. The sequence of disciplinary action begins with the minimum disciplinary action and may progress to the more serious disciplinary consequences established in this code.

The campus behavior coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, a student's status in the conservatorship of the Department of Family and Protective Services, a student's status as a student who is homeless, regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action. The disciplinary action will draw on the professional judgment of teachers, principals or designee and on a range of disciplinary management techniques, including restorative discipline practices. The consequence decision will be based on these factors, as well as the specific circumstances unique to the situation and the individual student involved.

### **Threat Assessment and Safe and Supportive School Team**

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct. The team will conduct threat assessments for individuals who make threats of violence or exhibit harmful, threatening, or violent behavior as defined in Board Policy FFB (LEGAL). "Harmful, threatening, or violent behavior" includes behaviors, such as verbal threats, threats of self-harm, bullying, cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault, by a student that could result in specific interventions, including mental health or behavioral supports or exclusionary school discipline.

All examples of misconduct and disciplinary consequences shown are guidelines on which the campus behavior coordinator will rely to assist in making a disciplinary decision. These guidelines are not intended to be determinative of length of placement, infractions or consequences.

A resolution of inappropriate behavior may require application of more than one consequence. A student, who violates classroom or campus rules, but not Student Code of Conduct rules, may be disciplined by one or more of the discipline management techniques. For non-Student Code of Conduct violations, the teacher is not required to make a Student Code of Conduct violation report, and the principal is not required to notify the parents or guardians. Behavior management techniques will be administered in such a manner as to preserve the dignity and self-esteem of the student, without demeaning or humiliating the student.

### **Reporting Crimes**

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes and/or the suspicion of any crimes committed on campus or any school/sponsored related activity as required by law, and shall call local law enforcement.

### **Security Personnel/School Resource Officers (SRO)**

To ensure sufficient security and protection of students, staff, and property, the district contracts with the Fort Worth Police Department/Benbrook Police Department/Forest Hill Police Department. Enforcement duties of school resource officers are: crime prevention, intervention with students, and enforcement of the law.

There are major behavior misconduct categories that not only violate school rules but state and local laws as well. When applicable, the campus behavior coordinator will take appropriate disciplinary action as well as consult with local law enforcement. Any action law enforcement authorities might take would be in addition to action taken by the school. A student may be cited or arrested. If the student is arrested, the parent/guardian entitled to notice must be notified in a timely manner, by phone or in person. Law enforcement may transport the student to the Tarrant County Juvenile Detention

Center and/or Mansfield City Jail. Disciplinary consequences for students with disabilities will follow the student's Behavior Intervention Plan, if one exists, and applicable federal and state law and guidelines except as provided by Section 37.007(e), in the Texas Education Code, the Student Code of Conduct is not required to specify a minimum term of removal under Section 37.006 or an expulsion under Section 37.007.

### **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

- 1) The person poses a substantial risk of harm to any person; or
- 2) The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

### **Student Responsibilities and Standards**

Students are responsible for all items (e.g., backpacks, purses and vehicles and the contents of such items) brought on school property or to school-related or sponsored events. The student must protect and secure all items. The student is responsible for any contraband found on his/her person or in the student's personal belongings. Students must carefully inspect items in their possession or control, including a family and/or multi-person owned/used vehicle, before bringing it on school property or to school-related events. Items such as tobacco products, illegal drugs, firearms, other weapons, firecrackers, destructive devices or anything else that might reasonably be a threat to safety or security, or disruptive to the educational process will be seized and removed from a student's possession or control.

For the protection of all blanket inspections and searches of school property, including lockers and desks, for prohibited items may be conducted. In general, searches of students' persons (other than strip searches) may be conducted when there is a reasonable ground for suspecting that the search will uncover evidence of a rule violation or a criminal violation. If the student refuses, the District will contact the student's parents. FNF (Local)

District personnel are prohibited from having a student remove or arrange some or all of his or her clothing so as to permit an inspection of the genitals, body cavities, or undergarments of the student or the chest of a female student.

Students are required to respect the rights and privileges of other students, teachers, staff, volunteers and visitors to the campus. All students are expected to conduct themselves in accordance with the expectations set out in this code and common courtesies.

Students shall exercise their rights responsibly in compliance with the Student Code of Conduct and Board Policy. Students are required to report in good faith any misconduct by employees and other students. Students who violate the rights of others or who violate district, campus or classroom rules shall be subject to disciplinary action. School rules, and the authority of the District to administer discipline, apply whenever the interest of the school is involved on or off school grounds (including activities in conjunction with or independent of classes and school-sponsored activities).

### **District Authority**

#### **Jurisdiction**

The Texas Legislature has delegated authority to manage independent school districts and discipline students to the Board of Trustees and its employees. The school has the authority to administer discipline whenever the interest of the school is involved, on or off school property, in conjunction with or independent of classes and school-sponsored activities.

The District disciplinary authority applies:

- 1) During the regular school day and while the student travels to and from school, including conduct at a school bus stop off campus.
- 2) While students are participating in any activity during the school day on school grounds.
- 3) Within 300 feet of school property.
- 4) While students attend any school-related activity, regardless of time or location.
- 5) For any school-related misconduct, regardless of time or location.
- 6) When retaliation occurs including, but not limited to, making false reports against school employees, volunteers and/or students, either on or off school property, regardless of time or location.
- 7) When a student engages in cyberbullying, as provided by Education Code 37.0832.
- 8) When the student engages in conduct punishable as a felony, as provided by Texas Education Code 37.006 or 37.0081, regardless of time or location.
- 9) When felony criminal mischief is committed on or off school property or at a school-related event.
- 10) During lunch periods, including those in which a student leaves the campus.
- 11) For certain mandatory Disciplinary Alternative Education Program (DAEP) and discretionary expulsion offenses committed, within 300 feet of school property as measured from any point on the school's real property boundary line.
- 12) When the student is required to register as a sex offender.
  
- 13) The District has the right to consider a student's conduct during the current year when approving interdistrict and/or intradistrict transfers. Please review Board Policy FDA or FDB, for details regarding transfers and/or school assignments.
- 14) Administrators, teachers and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

### **District Responsibility**

#### **Transportation**

The driver of a school bus transporting students to or from school or a school-sponsored or school-related activity may send a student to the principal's office to maintain effective discipline on the school bus. The campus behavior coordinator shall respond by employing appropriate discipline management techniques consistent with the student code of conduct

Students must understand that school buses and all vehicles owned or operated by the District are an extension of the school campus. The privilege of riding a school bus or any vehicle owned or operated by the District can be temporarily or permanently denied.

Students are expected to:

- 1) Follow all instructions from the driver and comply with all safety guidelines
- 2) Students must remain seated at all times
- 3) Enter and leave the bus through the front door
- 4) Do not open windows without permission from the driver
- 5) Vulgar or abusive language is prohibited
- 6) Do not shout at passing persons or vehicles
- 7) Spitting or throwing anything in or out of the bus is prohibited
- 8) Eating, drinking, smoking or possession of any illegal substances is prohibited on the bus
- 9) Weapons and/or the use of any unsafe items is prohibited on the bus
- 10) Fighting, pushing and or shoving is prohibited on the bus

#### **Students with Disabilities**

(Board Policy FOF)

The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. *Education*

*Code 37.004.* The methods adopted in the Student Code of Conduct for discipline management and for preventing and intervening in student discipline problems must provide that a student who receives special education services may not be disciplined for bullying, cyberbullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. *Education Code 37.001(b-1)*

### **Notice of Procedural Safeguards**

Not later than the date on which the decision to take the disciplinary action is made, the District shall notify the student's parents of the decision and of all procedural safeguards.

### **Manifestation Determination**

Within ten school days of any decision to change the placement of a student because of a violation of a code of student conduct, the District, parents, and relevant members of the ARD committee (as determined by the parent and the District) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents to determine whether the conduct in question was:

- 1) Caused by, or had a direct and substantial relationship to, the student's disability; or
- 2) The direct result of the District's failure to implement the IEP.

If the District, the parent, and relevant members of the ARD committee determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the student's disability.

### **Not a Manifestation**

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting.

### **Special Circumstances**

School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- 1) Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of TEA or the District; or
- 2) Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or the District;
- 3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the District.

### **Student Not Yet Identified**

A student who has not been determined to be eligible for special education and related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in the IDEA if the District had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred.

### **District Knowledge**

The District shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

- 1) The parent of the student expressed concern in writing to supervisory or administrative personnel of the District, or to the teacher of the student, that the student needed special education and related services;

- 2) The parent requested an evaluation of the student for special education and related services;  
or
- 3) The student's teacher, or other District personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the District.

### **Exception**

The District shall not be deemed to have knowledge that the student had a disability if:

- 1) The parent has not allowed an evaluation of the student;
- 2) The parent has refused services; or
- 3) The student has been evaluated and it was determined that the student did not have a disability.

If the District does not have knowledge (as described above), before taking disciplinary measures, that a student has a disability, the student may be subjected to the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

### **General Misconduct Violations**

General misconduct violations will not necessarily result in the formal removal of the student from class or another placement, but may result in a routine referral to the office where the student may receive other discipline management techniques. The schools may impose campus and classroom rules that will govern a student's conduct, in addition to those found in the Student Code of Conduct.

These local and classroom rules may be listed in the school student handbook or posted in classrooms. Violations may or may not constitute violations of the Student Code of Conduct.

### **Students are prohibited from:**

- 1) Cheating or copying the work of another.
- 2) Being disrespectful to adults and/or other students.
- 3) Engaging in bullying, cyberbullying, harassment, or making hit lists.
- 4) Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- 5) Violating the Student Code of Conduct.
- 6) Violating the campus student handbook.
- 7) Violating the behavioral standards set by teachers, coaches, administrators and/or sponsors.
- 8) Leaving school grounds or school-sponsored events without permission.
- 9) Scuffling or fighting.
- 10) Disobeying school rules regarding conduct on school buses.
- 11) Failing to comply with directives given by school personnel.
- 12) Possessing matches or a lighter.
- 13) Behaving in any manner disruptive to the school environment or educational process.
- 14) Violating safety rules.
- 15) Violating the dress code and grooming standards as communicated in the student handbook.
- 16) Violating extracurricular standards of behavior.
- 17) Unauthorized use of a telecommunication or an electronic device.
- 18) Possessing, smoking or using tobacco products, cigarettes, cigars, e-cigarettes, and any component, part or accessory for an e-cigarette device.
- 19) Possessing a hazardous item or storing a prohibited item in his/her vehicle if the vehicle is unoccupied.

## **Consequences**

The general misconduct identified above will result in the application of one or more discipline management techniques. Violations will be reported to the campus behavior coordinator who will promptly notify the parent or guardian entitled to receive notice as recorded on school records.

## **Discipline Management Techniques**

The following discipline management techniques may be used alone or in combination or as part of progressive interventions for Student Code of Conduct violations:

- ❖ Verbal correction
- ❖ Cooling-off time or “time-out”
- ❖ Seating changes in the classroom
- ❖ Student-parent-teacher conferences
- ❖ Confiscation of items that disrupt the educational process
- ❖ Grade reductions as permitted by policy
- ❖ Counseling by teacher, counselor or administrative personnel
- ❖ Detention
- ❖ Mediation
- ❖ Restorative circles (circles can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.)
- ❖ Anger management
- ❖ Diversionary Action Plans developed at the department of Student Discipline and Placement (The campus behavior coordinator must accompany the student and parent for this option)
- ❖ Restitution/Restoration
- ❖ Lowered conduct grade
- ❖ Behavioral contracts
- ❖ Prohibited attendance at or participation in extracurricular activities
- ❖ Withdraw or restriction of bus privileges
- ❖ Tier I Positive Behavior Intervention Strategies
- ❖ Bullying Contract
- ❖ Behavior coaching
- ❖ Conflict Resolution/INOK Program
- ❖ Cease and Desist Contract
- ❖ Digital citizenship lesson
- ❖ Referral to student support team, outside agency or Family Resource Center
- ❖ Multi-Tiered System of Supports
- ❖ Teacher-parent telephone conferences
- ❖ Removal of student to the office, other assigned areas or in- school suspension
- ❖ School-assessed and school administered counseling and/or group socialization skills training
- ❖ Suspension (not to exceed three (3) school days, per incident)
- ❖ Placement in the On-Campus Intervention Program, as specified in the LEVEL I section of the Student Code of Conduct
- ❖ Referral to law enforcement when inappropriate behavior violates local and/or state law
- ❖ Placement in a Disciplinary Alternative Education Program (DAEP), as specified in the DAEP section of the Student Code of Conduct
- ❖ Expulsion, as specified in the expulsion section of the Student Code of Conduct
- ❖ Techniques or penalties identified in individual student organizations’ extracurricular standards of behavior.
- ❖ Administrator-teacher-parent telephone conference call
- ❖ Other strategies and consequences as specified by the Student Code of Conduct

## **Physical Restraint**

Any district employee may, within the scope of the employee's duties, use and apply appropriate physical restraint to a student that the employee reasonably believes is necessary in order to:

- 1) Protect a person, including the person using physical restraint, from physical injury.
- 2) Gain control of a weapon or other dangerous object.
- 3) Prevent a student from fleeing when fleeing would put the student or others in danger.
- 4) Protect property from serious damage.
- 5) Remove from a specific location a student refusing a directive or command of a school employee, including from a classroom or other school property, in order to restore order or impose disciplinary measures. (However, an employee is not allowed to use physical restraint as a disciplinary measure; corporal punishment is prohibited.)
- 6) Restrain an irrational student. Irrational is defined for these purposes as the inability to think and reason clearly or logically.

## **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

*Note: A student may be disciplined when necessary to address the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. The campus behavior coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, a student's status in the conservatorship of the Department of Family and Protective Services, a student's status as a student who is homeless, regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.*

## **Informal Removal from the Classroom by the Teacher**

Chapter 37.002-Texas Education Code

A teacher may send a student to the campus behavior coordinator's office to maintain effective discipline in the classroom. Any removal of a student by a teacher for misbehavior requires that the teacher report the offense to the campus behavior coordinator. The student will not be returned to the same class, during the same period, before the campus behavior coordinator has employed appropriate discipline management techniques consistent with the Student Code of Conduct that can reasonably be expected to improve the student's behavior. If the student's behavior does not improve, the campus behavior coordinator shall employ alternative disciplinary management techniques, including any progressive interventions designated as the responsibility of the campus behavior coordinator in the student code of conduct.

*Of course, misconduct deemed sufficiently serious, including criminal misconduct, may result in more serious consequences.*

## **Formal Removal from the Classroom by the Teacher**

Chapter 37.002-Texas Education Code

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or
2. The student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

If the teacher formally removes a student from class, the principal may place the student into another appropriate classroom, into in-school suspension, or into a DAEP. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established under section 37.003, determines that such placement is the best or only alternative available. The terms of the removal may prohibit the student from attending or participating in school-sponsored or school related activities.

A teacher shall remove from class and send to the principal for placement in a DAEP or for expulsion to JJAEP, as appropriate, a student who engages in conduct described under section 37.006 or 37.007. The student may not be returned to that teacher's class without the teacher's consent unless the committee established under section 37.003, determines that such placement is the best or only alternative available. The terms of the removal may prohibit the student from attending or participating in school-sponsored or school related activities. If the teacher removed the student from class because the student has engaged in the elements of any offense listed in section 37.006(a)(2)(B), assault or section 37.007(a)(2)(A) or (b)(2)(C), aggravated assault, sexual assault, aggravated sexual assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent. The teacher may not be coerced to consent.

## **Placement Review Committee TEC 37.003**

Each school shall establish a three-member committee to determine placement of a student when a teacher refuses the return of a student to the teacher's class. Members shall be appointed as follows:

- The campus faculty shall choose two teachers to serve as members and one teacher to serve as an alternate member, the teacher refusing to readmit the student may not serve on the committee.
- The principal shall choose one member from the professional staff of a campus.
- Members of the PRC will reflect the diversity of the school's student population.

The purpose of this committee is to determine placement of a student when a teacher refuses the return of a student to the teacher's classroom and to make recommendations to the district regarding re-

admission of expelled students.

### **Parent(s) and/or Guardian(s) Concerns**

Parent(s) and/or guardian(s) questions or complaints regarding disciplinary measures should be addressed to the teacher or campus administration, as appropriate and in accordance with policy FNG (Local). District policies are available for public inspection at each campus or through Board Policy Online at [www.fwisd.org](http://www.fwisd.org). Consequences will not be deferred pending the outcome of a complaint.

### **Notification**

The campus behavior coordinator shall promptly notify the student's parent or guardian by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort must be made to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian. If a parent or guardian has not been reached by phone or in person by 5pm of the first business day after the day the disciplinary action is taken, the campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address by U.S. Mail.

### **In-School Suspension**

A student may, at the discretion of the principal or other appropriate administrator, be placed in an in-school suspension program. If such placement is determined to be appropriate, the parent and/or guardian must be notified by the school administrator before the student placement becomes official. Before a student under 18 is assigned to detention out-side regular school hours, notice shall be given to the student's parent and or guardian to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Out-of-School Suspension**

State law allows a regular education student to be suspended for as many as three (3) school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year. If a student receives OSS suspension for a partial school day, that partial day is considered one of three total allowable OSS days. A suspension may not exceed 3 school days. TEC 37.005. For students who are served in special education with an Individualized Education Program (IEP), once the student has been suspended for 10 full or partial days during the school year, an Admission, Review, and Dismissal (ARD) meeting must be conducted prior to further suspension in order to determine if the proposed suspension is an allowable disciplinary action.

A student in grade 3 or below or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, handgun, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law. A student with a valid prescription for low-THC (non- intoxicating) cannabis as authorized by chapter 487 of the Health & safety Code does not violate this provision.

The district shall use a positive behavior program as a disciplinary alternative for students in grade 3 or below.

### **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet. A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

*The district expects to limit out-of-school suspensions, in the near future, for students in grade 5 and below that do not fall within the exceptions listed above.*

*Any student placed in an out-of-school suspension is prohibited from being on any other school campus or from attending any school-sponsored or school related activities during the suspension period.*

### **On Campus Intervention Program (OCI)**

A student may be placed in the On-Campus Intervention program for six (6) successive school days for any offenses listed under Level I and/or Level II discretionary offenses, whether committed on or within 300 feet of school property or while attending a school sponsored or school related activity on or off school property.

Students placed in OCI are prohibited from being on any other school campus or from attending any school-sponsored or school-related activities during their OCI placement. Disobeying this directive could result in further disciplinary action.

### **Student Removals**

*In some cases, the offense may also meet the definition of conduct which warrants a suspension pending a Conference or hearing to determine placement in a Level II Disciplinary Alternative Education Program (DAEP) or Level III expulsion to the Juvenile Justice Alternative Education Program (JJAEP).*

### **Considerations in Decision**

Before ordering a suspension pending a recommendation for removal to DAEP and/or expulsion to JJAEP, the campus behavior coordinator must consider:

- 1) whether the student acted in self-defense,
- 2) the intent or lack of intent at the time the student engaged in the conduct,
- 3) the student's disciplinary history or
- 4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- 5) a student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- 6) a student's status as homeless, regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.

### **Notification**

The campus behavior coordinator shall promptly notify the student's parent or guardian by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort must be made to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or

guardian. If a parent or guardian has not been reached by phone or in person by 5pm of the first business day after the day the disciplinary action is taken, the campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address by U.S. Mail. A home visit may be attempted by a campus representative.

Following notice of an incident that potentially violates the Student Code of Conduct and/or state law, and may require the student's removal to a DAEP or JJAEP, the campus behavior coordinator shall within three days following knowledge of the alleged incident:

- 1) Conduct a thorough investigation, by permitting the accused student the opportunity to explain his or her version of the incident.
- 2) Collect witness statements from faculty and students, for and against the accused student.
- 3) Assign the student back to class, to in-house suspension or unsupervised home-based instruction.
- 4) Contact the Student Discipline and Placement Department if the incident warrants a Central Office Conference or Hearing.
- 5) If a removal from the regular school setting is warranted, promptly notify the student and student's parents or guardians of the time, date and location for the conference or hearing.

### **Bullying, Dating Violence, Discrimination, Gender-Based Harassment, Sexual Harassment and Retaliation**

The purpose of the Board-established policies and procedures is to prohibit and promptly identify any offensive behavior directed toward a person because of that person's race, color, religion, gender, sexual orientation, gender identity and expression, national origin, disability or any other basis prohibited by law.

#### **Bullying (Board Policy FFI)**

Bullying-means a single significant act or a pattern\_of acts by one or more students directed at another student that exploits an imbalance of power and involves\_engaging in written or verbal expression, expression through electronic means, or physical conduct and that the behavior:

- 1) Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; *or*
- 2) To be sufficiently severe, persistent or pervasive enough that the action or threat creates an intimidating, threatening, or abusive environment for a student.
- 3) Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- 4) Infringes on the rights of the victim at school and includes cyberbullying.

#### **This conduct is considered bullying if it:**

- 1) Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct.
- 2) Interferes with a student's education or substantially disrupts the operation of a school or school-sponsored or school related activity.

#### **Examples:**

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, and destruction of property, theft of valued possessions, name calling, rumor spreading, and ostracism.

#### **Cyberbullying**

Cyberbullying-means bullying that is done through the use of any electronic communication device,

including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

**This conduct is considered cyberbullying if:**

- 1) Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property.
- 2) Bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity.
- 3) Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
  - a) interferes with a student's educational opportunities; or
  - b) substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Students are prohibited from sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition applies to conduct off school property if it results in a substantial disruption to the educational environment. Any person taking, disseminating, transferring, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or photographs will be disciplined according to the *Student Code of Conduct* and may, in certain circumstances, be reported to law enforcement.

*Students and parents should also know it is a crime to, without permission, impersonate someone in creating a website or sending a message on a social networking site. The penalty for this offense is increased if the message threatens harms or intimidates someone.*

**District Action and Investigation Procedures for Bullying**

A report may be made orally or in writing. The campus behavior coordinator shall reduce any oral reports to written form. The campus behavior coordinator shall determine whether the allegations in the report if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, gender sexual orientation, gender identity and expression, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegation could constitute both prohibited conduct and bullying, the investigation under policy FFH shall include a determination on each type of conduct. The campus behavior coordinator shall conduct an appropriate investigation based on the allegations in the report. The campus behavior coordinator shall promptly take interim action calculated to prevent bullying during an investigation, if appropriate. Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the incident report alleging bullying; however, the campus behavior coordinator shall take additional time if necessary, to complete a thorough investigation.

The campus behavior coordinator shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense.

If an incident of bullying is confirmed, the campus behavior coordinator shall promptly notify the parents of the victim on or before the third business day after the incident is reported. The alleged bully's parent is to be notified within a reasonable time. If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

Examples of corrective action may include, but are not limited to, a training program for the individuals involved in the complaint, a comprehensive education program for the school community,

follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying. The campus behavior coordinator shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options. To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosure may be necessary in order to conduct a thorough investigation. If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

The District may transfer the student who engaged in bullying to:

- 1) Another classroom on the same campus, other than the class to which the victim was assigned at the time the bullying occurred.
- 2) A campus in the District other than the campus to which the victim was assigned at the time the bullying occurred, in consultation with parent or guardian of the student who engaged in bullying.

*The District is not required to provide transportation to the student transferred under this section.*

*A student enrolled in a special education program cannot be disciplined for bullying harassment or making a hit list until an Admission, Review and Dismissal (ARD) committee convenes to review the student's conduct. The discipline of a student with disability is subject to applicable state and federal law in addition to the Student Code of Conduct.*

### **Dating Violence (Board Policy FFH)**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense. Dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or otherwise adversely affects the student's educational opportunities.

#### **Examples:**

Dating violence against a student may include physical or sexual assaults; name-calling, slurs or rumors; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student; threatening injury and/or death if the student ends the relationship; attempting to isolate the student from friends and family; stalking; threatening a student's spouse or current dating partner; or encouraging others to engage in these behaviors.

### **Discrimination (Board Policy FFH)**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, sexual orientation, gender identity and expression, national origin, disability or on any other basis prohibited by law that adversely affects the student.

### **Harassment (Board Policy FFH)**

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating,

threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to:

- Offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation.
- Threatening, intimidating, or humiliating conduct.
- Offensive jokes, name-calling, slurs, or rumors.
- Physical aggression or assault.
- Graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or
- Other kinds of aggressive conduct such as theft or damage to property.

### **Sexual Harassment and Gender-Based Harassment (Board Policy FFH)**

The Fort Worth Independent School District prohibits sexual harassment. Sexual harassment conduct includes:

- 1) A District employee using educational benefits, aids, or services to obtain participation in unwelcome sexual conduct (quid pro quo), or
- 2) Unwelcome conduct that a reasonable person would determine to be severe, pervasive and objectively offensive that would effectively deny a person access to the District's educational program (hostile environment).
- 3) Sexual assault, dating violence, domestic violence or stalking as defined by the Clergy Act or Violence Against Women Act.

Examples of sexual harassment may include, but are not limited to:

- Touching private body parts or coercing physical contact that is sexual in nature.
- Sexual advances.
- Jokes or conversations of a sexual nature; and
- Other sexually motivated conduct, communications, or contact.
- Gender-based harassment includes physical, verbal, or nonverbal conduct based on a student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity.
- Gender-based harassment can occur regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity. Examples of gender-based harassment directed against a student may include, but are not limited to:
  - Offensive jokes, name-calling, slurs, or rumors;
  - Physical aggression or assault;
  - Threatening or intimidating conduct; or
  - Other kinds of aggressive conduct such as theft or damage to property.

The following person has been designated to handle inquiries regarding sexual harassment: Kevin Greene, Director of Title IX and UIL Compliance, 100 N. University Dr., Fort Worth, TX 76107, Phone: 817.814.1830, E-mail: [Kevin.Greene@fwisd.org](mailto:Kevin.Greene@fwisd.org)

### **Retaliation (Board Policy FFH)**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, dating violence, discrimination, gender-based harassment, serves as a witness, or participates in an investigation.

#### **Examples:**

Retaliation may include threats, rumor spreading, ostracism, and assault, destruction of property, unjustified punishments, or unwarranted grade reductions.

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, or other District employee (see page **43**).

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Examples of corrective action may include a training program for those involved in the complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where harassment has occurred, and reaffirming the District's policy against discrimination, violence and harassment.

### **Timely Reporting**

Reports of bullying, dating violence, discrimination, gender-based harassment shall be made immediately after the alleged act or knowledge of the alleged act. Failure to make a report may impair the District's ability to investigate and address the prohibited conduct. To obtain assistance and intervention, any student who believes that he or she has experienced bullying, dating violence, discrimination, gender-based harassment or believes that another student has experienced bullying, dating violence, discrimination, gender-based harassment should immediately report the alleged acts to a teacher, counselor, principal, or District employee

### **False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying; dating violence, discrimination, gender-based harassment and retaliation shall be subject to appropriate disciplinary action.

## **Level I Offenses**

FWISD administrators must consider mitigating factors before ordering in school suspension, out of school suspension, removal to DAEP, or expulsion to JJAEP.

### **Level I violations include, but are not limited to, the following:**

- ❖ Dress Code
- ❖ Harassment (Board Policy FFH)
- ❖ Gender-Based Harassment (Board Policy FFH)
- ❖ Sexual Harassment (Board Policy FFH)
- ❖ Abuse of School Property (Board Policy FNCF)
- ❖ Alcohol/Drugs: (Board Policy FNCF)
- ❖ Serious or Persistent Offenses (Board Policy FO)

## **Level I Discipline Management Techniques**

### **Include, but are not limited to the following:**

- ❖ Anger management
  - ❖ Restitution
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- ❖ Verbal correction
- ❖ Cooling-off time or “time-out”
- ❖ Seating changes in the classroom
- ❖ Restorative circles (circles can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.)
- ❖ Counseling by teachers, counselors or administrative personnel
- ❖ Parent/Guardian conference with teacher or administrator
- ❖ Parent/Guardian observation in student’s classes
- ❖ Referral to student support team, outside agency or Family Resource Center
- ❖ Diversionary Action Plans developed at the department of Student Discipline and Placement (The campus behavior coordinator must accompany the student and parent for this option)
- ❖ Peer mediation
- ❖ Digital citizenship lesson
- ❖ Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking membership in school sponsored clubs or organizations
- ❖ School assigned duties such as cleaning removable graffiti except gang related graffiti (the duty assignment must be related to the conduct violation).
- ❖ Withdrawal or restriction of bus privileges
- ❖ Out of School suspension or In School Suspension (3-day suspensions are NOT mandatory for violations that warrant an out-of-school- suspension), principal or designee must consider mitigating factors before ordering in school suspension, or out of school suspension
- ❖ Tier I Positive Behavior Intervention Strategies
- ❖ Bullying Contract
- ❖ Behavior Contract
- ❖ Conflict Resolution/INOK Program
- ❖ Cease and Desist Contract

Placement in the On-Campus Intervention program (OCI)

### **Dress Code**

Students are expected to be dressed in accordance with the dress code beginning on the first day of school. Violations of the dress code shall be handled at the school level. Methods of discipline may include, but are not limited to, the following:

- 1) The student may be given an opportunity to correct the problem at school.
- 2) Appropriate clothing may be provided for the student to wear during the school day.
- 3) A parent conference may be held.
- 4) Detention during lunch, after school, or on Saturday may be required.
- 5) Other means of discipline, including suspension, may be used as necessary.

### **Harassment (Board Policy FFH)**

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, gender identity and expression, sexual orientation, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

- 1) Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- 2) Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
- 3) Otherwise adversely affects the student’s educational opportunities.

### **Gender-Based Harassment (Board Policy FFH)**

Gender-based harassment of a student is defined as physical, verbal, or non-verbal conduct based on the student’s gender or the student’s gender expression that is so severe, persistent, or pervasive that

the conduct:

- 1) Affects a student's ability to participate in or benefit from an educational program or activity or a school-sponsored or school-related activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- 2) Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- 3) Otherwise adversely affects the student's educational opportunities.

### **Sexual Harassment (Board Policy FFH)**

Sexual harassment of student to student includes any unwelcome sexual advances, request for sexual favors, sexually motivated physical, verbal or nonverbal conduct.

### **Abuse of School Property (Board Policy FNCF)**

- 1) Defacing and/or damaging school property including textbooks, lockers furniture, and other equipment or damaging/vandalizing property owned by others (under \$250 and/or non-felony offenses).
- 2) Theft from students, staff or the school.

### **Alcohol/Drugs: (Board Policy FNCF)**

#### **Illegal Substances in Unoccupied Vehicles**

Minuscule amount of an illegal substance found in an unoccupied vehicle, a parent conference is warranted in addition to other campus-based consequences.

#### **Alcohol/Illegal Substances**

Using or being under the influence of marijuana, a controlled substance, a dangerous drug or alcohol. A student with a valid prescription for low-THC (non-intoxicating) cannabis as authorized by chapter 487 of the Health & safety Code does not violate this provision.

#### **Over the Counter Medication**

- 1) Possess, use or be under the influence of over-the-counter drugs.
- 2) Possess or sell look-alike drugs or attempt to pass items off as drugs or contraband.

#### **Serious or Persistent Offenses (Board Policy FO)**

- 1) Failing to follow the directives of school personnel.
- 2) Intervening in staff attempts to discipline student.
- 3) Theft against students.
- 4) Using profanity directed at a student.
- 5) First time profanity directed at school personnel
- 6) Gambling of any kind.
- 7) Any school-related conduct that disrupts the educational process on or within 300 feet of school property or while attending a school-sponsored or school-related activity.
- 8) Students may not use any type of recording device to film and/or photograph a fight(s) or group incident(s) while on school property, during school hours or at school related events.
- 9) Possessing any pornographic or obscene materials.
- 10) Falsifying passes or other school-related documents.
- 11) Possess or use a mechanical, electronic device designed to simulate cigarettes or cigars regardless of substance content.

#### **Hazardous and/or Prohibited Items: (Board Policy FNCG)**

Possession of hazardous items, prohibited items or any item that in the manner of its use, actual use, or intended use is capable of causing bodily injury, including but are not limited to, the following:

- 1) Live ammunition, mace/pepper spray, stink bombs, firecrackers, razors, box cutters

- 2) Replicas of weapons (toy guns) intended to be used as a weapon or could reasonably be perceived as a weapon
- 3) An air gun or BB gun, stun gun
- 4) Knives of any kind, less than 5 1/2 inches not otherwise prohibited by law, i.e., pen knives, Swiss army knives and/or pocket knives, knuckles or clubs
- 5) Possessing a hazardous item in student's vehicle if the vehicle is unoccupied while under school district jurisdiction
- 6) Possessing a prohibited or hazardous item on the student's person, in the student's locker, or in his or her vehicle if occupied. (This may be a Level II offense pending an evaluation based on the circumstances of each incident.)
- 7) Any items not generally considered to be weapons, including school supplies, when the campus behavior coordinator determines that a danger exists.

A student violates this conduct code and discipline can be imposed, if a student is an accomplice to another person in the commission of an offense. A student is an accomplice to another person if, with knowledge that it will promote or facilitate the misbehavior, he/she:

- 1) Solicits, commands, encourages, or requests such person engage in the misbehavior, or
- 2) Aids or agrees to aid such other person in planning or committing the misbehavior.

A student is not an accomplice if he/she is the victim or participation is terminated prior to the misbehavior and timely warning is given to school officials that the misbehavior may occur. If a student engages in accomplice activity, he/she may be charged with the same offense that the principal actor committed and receive the same consequence, with a notation the student committed the offense as an accomplice.

*Note: A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. The campus behavior coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, a student's status in the conservatorship of the Department of Family and Protective Services, a student's status as a student who is homeless, regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.*

### **Level II Discretionary Removal from Regular Education Setting to DAEP**

FWISD administrators must consider mitigating factors before ordering in school suspension, out of school suspension, removal to DAEP, or expulsion to JJAEP.

A student may be suspended pending a conference in a Level II Disciplinary Alternative Education Program (DAEP)

**Level II violations include, but are not limited to, the following:**

- ❖ Bullying (Board Policy FFI)
- ❖ Sexual Harassment (Board Policy FFH)
- ❖ Dating Violence (Board Policy FFH)
- ❖ Gender-Based Harassment: (Board Policy FFH)
- ❖ Harassment: (Board Policy FFH)
- ❖ Abuse of School Property (Board Policy FNCC)
- ❖ Organizations and Clubs (Board Policy FNCC)
- ❖ Hazing (Board Policy FNCC)
- ❖ Prohibited Items (Board Policy FNCG)                      416
- ❖ Assault (Board Policy FO)

- ❖ Persistent or Serious Offenses (Board Policy FO)
- ❖ Conduct Punishable as a Felony (Board Policy FOC-LEGAL)
- ❖ Alcohol/Drugs (Board Policy FNCF-LEGAL) with citation
- ❖ Weapons (Board Policy FNCG)
- ❖ School Related Felony Misconduct (Board Policy FOD LEGAL)
- ❖ Misconduct Identified in State Law (Board Policy FOC- LEGAL)

### Level II Discipline Management Techniques

Include, but are not limited to the following:

- ❖ Parent/Guardian conference with teacher or administrator
- ❖ Referral to student support team, outside agency or Family Resource Center
- ❖ MTSS Multi-Tiered Systems of Support
- ❖ Cease and Desist Contract (written agreement signed by involved parties to end harassing, bullying, or similar behaviors)
- ❖ Peer mediation
- ❖ Restorative circles (circles can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.)
- ❖ Digital citizenship lesson
- ❖ Restorative Practices
- ❖ Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking membership in school sponsored clubs or organizations
- ❖ School assigned duties such as picking up litter, scrubbing desk or cleaning removable graffiti except gang related graffiti (the duty assignment must be related to the conduct violation).
- ❖ Withdrawal or restriction of bus privileges
- ❖ Tier I Positive Behavior Intervention Strategies
- ❖ Anger management
- ❖ Bullying Contract
- ❖ Behavior Contract
- ❖ Diversionary Action Plans developed at the department of Student Discipline and Placement (campus behavior coordinator must accompany the student and parent for this option).
- ❖ Conflict Resolution/INOK Program
- ❖ School suspension (automatic 3-day suspensions are NOT mandatory for violations that warrant an out-of-school- suspension), campus behavior coordinator must exercise professional judgment when imposing out-of-school suspensions
- ❖ Referral to law enforcement when inappropriate behavior violates local and/or state law
- ❖ Placement in the On-Campus Intervention program (OCI)
- ❖ Referral to a Central Office Conference (DAEP)
- ❖ Discretionary placement in DAEP
- ❖ Mandatory placement in DAEP
- ❖ Discretionary expulsion to JJAEP

### **Bullying (Board Policy FFI)**

Bullying means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and that the behavior:

- 1) Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
- 2) To be sufficiently severe, persistent and pervasive enough that the action or threat creates an

- intimidating, threatening, or abusive environment for a student.
- 3) Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct.
  - 4) Interferes with a student's education or substantially disrupts the operation of a school or school-sponsored or school related activity.

### **Inappropriate Use of Technology (Cyber bullying)**

Cyberbullying means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Students are prohibited from sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition applies to conduct off school property if it results in a substantial disruption to the educational environment. Any person taking, disseminating, transferring, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or photographs will be disciplined according to the *Student Code of Conduct* and may, in certain circumstances, be reported to law enforcement.

The District shall prohibit the bullying of a student; prohibit retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying.

The District may transfer the student who engaged in bullying to:

- 1) Another classroom at the campus to which the victim was assigned at the time the bullying occurred.
- 2) A campus in the District other than the campus to which the victim was assigned at the time the bullying occurred, in consultation with parent or guardian of the student who engaged in bullying.

### **Sexual Harassment (Board Policy FFH)**

Engaging in conduct that constitutes sexual harassment or sexual abuse of a student, district employee or volunteer whether the conduct is by word, gesture or any other sexual conduct, including request for sexual favors.

### **Dating Violence (Board Policy FFH)**

Dating violence occurs when a person in a current or past dating relationship, uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense. Dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or otherwise adversely affects the student's educational opportunities.

### **Gender-Based Harassment: (Board Policy FFH)**

Gender-based harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's gender or the student's gender expression that is so severe, persistent, or pervasive that the conduct:

- 1) Affects a student's ability to participate in or benefit from an educational program or activity or a school-sponsored or school-related activity, or creates an intimidating, threatening, hostile, or offensive educational environment; 418
- 2) Has the purpose or effect of substantially or unreasonably interfering with the student's

- academic performance; or
- 3) Otherwise adversely affects the student's educational opportunities.

**Harassment: (Board Policy FFH)**

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, sexual orientation, gender identity and expression, national origin, disability, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

- 1) Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- 2) Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or otherwise adversely
- 3) Affects the student's educational opportunities.

**Abuse of School Property (Board Policy FNCB)**

- 1) Graffiti, defacing, vandalizing or damaging school property (more than \$250, but less than \$1,500)
- 2) Theft of school property (more than \$200, but less than 1,500)

**Organizations and Clubs (Board Policy FNCC)**

- ❖ Soliciting another person to pledge, join or become a member of a public school fraternity, sorority, secret society or gang.
- ❖ Engaging in gang related activity, e.g., gang fights demonstrations, harassment and/or intimidation.
- ❖ Involvement in gang activity, a public-school fraternity, sorority or secret society. Including participating as a member or pledge or soliciting another person to become a pledge or member.

**Hazing (Board Policy FNCC)**

Involves any knowing, intentional or reckless act, occurring on or off the campus, by one person alone or acting with others, directed against a student, that endangers the mental or physical health or safety of a student for the purposes of pledging, initiation into, affiliation with, holding office in or maintaining membership in an organization. Hazing includes the coercion of a student to consume a drug or alcoholic beverage or liquor in an amount that would lead a reasonable person to believe the student is intoxicated.

**Prohibited Items (Board Policy FNCG)**

- ❖ Using or repeated possession of a pellet gun, air-powered rifle, or any other instrument that may be perceived by a third party as a firearm.
- ❖ Using or repeated possession of a stun gun
- ❖ Repeated Possessing or using martial arts objects, unless the conduct amounts to an assault resulting in bodily injury.
- ❖ Igniting or discharging chemical dispensing device/hazardous items.
- ❖ Repeated possession of a pocket knife, knuckles, clubs, box cutter, or razor blade for protection or threat of violence.
- ❖ Repeated possession of a weapon on the student's person or in his/her vehicle, occupied or unoccupied while under school district jurisdiction, if such conduct is not punishable as a juvenile or criminal offense.
- ❖ Acting in a manner intended to cause alarm or personal injury to another person, or to damage school property, by intentionally exhibiting, using or threatening to exhibit or use a firearm:
  - 1) On any property, including a parking garage or other parking area, that is owned by a private or public school; or

- 2) On a school bus being used to transport children to or from school-sponsored activities of a private or public school.

### **Assault (Board Policy FO)**

- ❖ Assault by Contact (with citation) is defined by Texas Penal Code 22.01(a)(3) as intentionally or knowingly causing physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive or provocative.
- ❖ Assaulting or threatening to strike a school employee or volunteer.
- ❖ Engaging in retaliation without reference to the Penal Code, including but not limited to, the reporting of allegations of misconduct against a school employee, volunteer or student that is known to be false at the time the report is made or a report of alleged misconduct made without regard for the truth of the report.
- ❖ Using the Internet and/or telecommunication device to threaten students, or employees, or to cause disruption to the educational program while on school property or while attending school-sponsored events.
- ❖ Making a verbal or written statement to kill, shoot, bomb, burn, wield knife or use other weapons, while on school property or while attending a school-related or school-sponsored activity.
- ❖ Harassment of a public servant, including but not limited to i.e, interfering or attempting to interfere with the discharge of the official duties of district personnel, causing an employee to be in contact with the blood, bodily fluids, saliva, urine or feces of any person or animal with the intent to assault, harass or alarm.
- ❖ By using direct, deliberate, or focused threats, force or violence such that the staff person believes his or her safety or the well-being of his or her property is in danger;
- ❖ Using force or violence that is non-deliberate and not focused on the staff person, such attempting to continue fight when a staff person is trying to stop the fight and inadvertently striking that person

### **Level II Persistent or Serious Offenses (Board Policy FO)**

Include, but are not limited to, the following:

- ❖ Retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning bullying, serves as a witness, or participates in an investigation.
- ❖ Retaliation against a school employee, regardless of where the conduct takes place.
- ❖ Repeated incidents of profanity, lewd, offensive or vulgar language or obscene gestures directed at staff, Student or volunteer.
- ❖ Disobeying Not following the directives of school officials to leave school property or disperse as instructed;
- ❖ Heckling or harassing school authorities engaged in any lawful task, function, process, or procedure of the school district such that it interferes with their ability to maintain order or complete their lawful duties, including the use of abusive or foul language directed at school district employee;
- ❖ The use of any electronic means during the school day while at school that has the purpose of embarrassing, denigrating, or demeaning school staff, student and/or volunteer
- ❖ Hindering the investigation of an incident by school staff by deliberately lying about, or encouraging others to deliberately lie about the facts of the incident.
- ❖ Making false accusations about district employees.
- ❖ State administered testing violation.
- ❖ Committing or assisting in a robbery or theft or burglary that does not constitute a felony according to the Texas Penal Code.
- ❖ Inappropriate or indecent exposure of a student's body parts, including exposure of any portions of the body that are ordinarily covered by clothing or required to be covered by the

standards of dress.

- ❖ Repeated incidents of any kind gambling.
- ❖ Repeatedly violating other previously communicated campus or classroom standards of behavior, thereby, interfering with the delivery of instruction or by hindering the ability of other students to learn.
- ❖ Assault by contact (no citation). The District defines “assault by contact” as deliberate, purposely or recklessly making physical contact with another; with the knowledge, that such contact would be perceived as unpleasant or provoking.
- ❖ Causing a student or school employee to be in contact with the blood, bodily fluids, saliva, urine or feces of any person or animal with the intent to assault, harass or alarm.
- ❖ Persistent incidents of fighting.
- ❖ Repeated acts of possessing and/or distributing any pornographic or obscene materials.
- ❖ Possessing electronic messages or published materials while on school property or school-sponsored events that are designed to promote or encourage illegal behavior or could threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- ❖ Use of the internet or other electronic communications to threaten district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- ❖ Violating computer use, policies, rules and agreements signed by students and/or agreements signed by students’ parents or guardians.
- ❖ Engaging in criminal mischief that does not constitute a felony.
- ❖ Repeated incidents of being under the influence of any substance represented to be an illegal drug, a dangerous drug, a controlled substance or alcohol, distributing, accepting and/or abusing over-the-counter medications, selling look-alike or items attempted to be passed off as drugs and/or contraband.
- ❖ Repeated incidents of any contraband found in an unoccupied vehicle parked on school grounds.

Based on law-enforcement-action, removal may also be a consequence for the following actions:

- ❖ Pulling a fire alarm or discharging a fire extinguisher in a building owned/operated by the District when there is no smoke, fire or danger that requires evacuation;
- ❖ Calling 9-1-1 when no emergency exists
- ❖ Making a false report of bombing or other emergency
- ❖ Terroristic threat involving a public school

### **Conduct Punishable as a Felony (Board Policy FOC-LEGAL)**

A student may also be removed from class and placed in an alternative education program for conduct punishable as a felony, other than those listed as offenses involving injury to a person in Title 5 of the Texas Penal Code, that occurs off campus and while the student is not in attendance at a school sponsored or school-related activity if:

- a) The superintendent or the superintendent’s designee has reasonable belief that the student has engaged in conduct defined as a felony offense other than those defined in Title 5, Penal Code; and
- b) The continued presence of the student in the regular classrooms threatens the safety of others or will be detrimental to the educational process.

A student who has knowledge that another student(s) has committed a serious offense is expected to report will be subject to a lesser disciplinary consequence, either one step lower than that required for the offense of which the student had knowledge or a shorter term of discipline.

A student must be removed pending a conference or hearing and placed in a Level II Disciplinary Alternative Education Program (DAEP) for up to 60 school days, for any of the following offenses committed on or within 300 feet of school property or while attending a school-sponsored or school-related activity on or off school property. If the offense occurs in the last six (6) weeks of the school year, the placement may extend into the first semester of the next school year. The placement duration will be determined by the hearing officer.

Level II violations include, but are not limited to, the following:

**Alcohol/Drugs (Board Policy FNCF-LEGAL) with citation**

- ❖ Selling, giving or delivering to another person, or possesses, uses, or is under the influence of an alcoholic beverage, marijuana, a controlled substance or dangerous drug in any amount not constituting a felony. A student with a valid prescription for low-THC (non- intoxicating) cannabis as authorized by chapter 487 of the Health & safety Code does not violate this provision.
- ❖ Possession or using any substance represented to be an illegal drug, a dangerous drug, a controlled substance or alcohol.
- ❖ Selling seeds, pieces of marijuana or paraphernalia related to any prohibited substances.
- ❖ Behaving in a manner that contains the elements of the offense relating to volatile chemicals. (e.g., sniffing carburetor fluid, aerosols, glue, paint thinner, etc.)
- ❖ Possession, use or delivery of synthetic compounds or substances known as K2, spice, and bath salts.

**Assault (Board Policy FO)**

Assault with bodily injury is defined by Texas Penal Code 22.1 (a)(1). A person commits an assault if the person intentionally, knowingly or recklessly causes bodily injury to another.

Terroristic threat (with citation)

**Harassment: (Board Policy FFH) with citation**

- ❖ Engages in conduct that contains the elements of an offense of harassment against an employee under Texas Penal Code 42.07 (a)(1), (2), (3), or (7)

**Weapons (Board Policy FNCG)**

- ❖ Possessing a location-restricted knife, as defined by Texas Penal Code 46.01(6), a knife with a blade over five and one-half inches.

**School Related Felony Misconduct (Board Policy FOD LEGAL)**

- ❖ Behaving in a manner that contains the elements of public lewdness (under Section 21.07 of the Penal Code) or indecent exposure (under Section 21.08 of the Penal Code).
- ❖ Engaging in conduct punishable as a felony.
- ❖ Engaging in expellable conduct if the student is between 6 and 9 years of age.
- ❖ A student younger than six (6) may not be sent to a DAEP unless the student commits a firearm offense under TEC 37.007(e) (2). [TEC 37.006(1)]
- ❖ Engaging in conduct involving a public school that contains the elements of the offense of false alarm or report (under Section 42.06, Penal Code) or terroristic threat (under Section 22.07, Penal Code) anywhere the offense is committed.

**Misconduct Identified in State Law (Board Policy FOC- LEGAL)**

*A student must also be removed from class and placed in an alternative education program based on conduct occurring off campus and while the student is not <sup>422</sup>in attendance at a school sponsored or*

*school related activity as described below.*

- ❖ Engaging in conduct that contains the elements of retaliation against any school employee or volunteer on or off school property.
- ❖ Engaging in conduct punishable as a felony that occurs off school property, but not at a school-sponsored or school related event, injuring a person in a manner listed as Title 5 offense in the Texas Penal Code, and resulting in one of the following:
  - 1) The student receives deferred adjudication for conduct defined as title 5 felony or the felony offense of aggravated robbery
  - 2) A court or jury finds that the student has engaged in delinquent conduct for conduct defined as title 5 felony, or
  - 3) The superintendent or designee determines there is reasonable belief that the student has engaged in a conduct defined as title 5 felony or the felony offense of aggravated robbery.

*If a student has been convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and the victim or victim's parents request that Fort Worth ISD transfer the offending student to another campus (following completion of the recommended DAEP placement), the offending student shall be transferred to another campus in the district. School districts are not required to provide transportation to students transferred under this section.*

### **Diversionsary Referral Program**

Some students may be eligible to participate in a Diversionsary Referral Program in lieu of a Level II DAEP placement, the hearing officer will determine eligibility for the program.

### **Merit Program**

Students' DAEP placements may be reduced by one day for every full week of enrollment (Monday-Friday), if they have had perfect attendance and no behavior referrals. This applies to all DAEPs except the JJAEP.

*Note: A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. The campus behavior coordinator must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, a student's status in the conservatorship of the Department of Family and Protective Services, a student's status as a student who is homeless, regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.*

## **Level II Central Rules and Procedures for Removals to DAEP**

### **(Board Policy FOC LOCAL)**

Nothing in this policy shall be construed to require proof beyond a reasonable doubt at the conference or hearing panel level. The actions contemplated herein are not penal in nature and are merely administrative determinations. This process is separate from any additional proceedings required by law, by juvenile or adult court. Any student being recommended for DAEP placement from the violations of Level II must complete the following procedures.

### **Central Office Conference**

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to remove a student to a Disciplinary Alternative Education Program (DAEP). The conference shall be held. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures or decisions.

### **Conference Rules and Procedures**

The hearing officer shall conduct an in-person conference and/or teleconference for a student who is

being recommended for a placement in a Level II DAEP. The hearing officer must consider mitigating factors which include if the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, a disability that substantially impairs the student's capacity to appreciate the wrongfulness of his/her conduct, a student's status in the conservatorship of the Department of Family and Protective Services, or if a student is homeless. These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- 1) Advise the student of the conduct or offense with which he/she is charged.
- 2) Permit the student the opportunity to explain his/her version of the incident.
- 3) Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel.
- 4) Written statements from witnesses or parties may be introduced.
- 5) No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer.
- 6) The hearing officer shall be and remain impartial and assist the parties in developing all the facts and evidence in order to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code.
- 7) From the time of the decision of the central hearing officer to place a student in a disciplinary alternative education program, the student must enroll in the disciplinary alternative education program. Even if an appeal is made by the student, parent(s), or guardian(s), the student must remain in the disciplinary alternative education program until a final decision is made.
- 8) The Student Discipline and Placement Department reserves the right to modify or revise the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case.

### **Record**

All proceedings shall be electronically recorded or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes.

### **Special Note Regarding Placement Extensions**

A student placed in a DAEP may be subject to a placement extension for any of the following reasons:

- 1) Failure to register and attend the DAEP immediately following placement notification;
- 2) Absences during placement at the DAEP or suspensions due to persistent and/or serious misbehavior; or the student engages in additional conduct for which placement in DAEP is required or permitted.
- 3) The scheduled return date would fall during testing times creating a disruption to the educational process.

### **Level II – Student Right of Appeal**

A student or a student's parent(s) and/or guardian(s) may appeal, in writing a Level II DAEP to a Hearing Panel or designee appointed by the superintendent. This written appeal must be delivered to the Office of Legal Services within five working days after receiving notification of the alternative education placement. Parent(s) and/or guardian(s) may also submit any information they believe is relevant to the appeal.

The proceeding before the Hearing Panel will be closed to the public. Closed proceedings shall be attended only by the parties, representatives, parent(s) or guardian(s) of a student, proceeding personnel and a stenographer, if required.

### **Record**

All proceedings shall be recorded by electronic or stenographic method to preserve a verbatim transcript of the hearing for appeal purposes.

### **Superintendent's Hearing Panel Procedures**

The superintendent delegates all fact-finding authority to a Hearing Panel or designee. This panel is appointed by the superintendent for hearing an appeal of a DAEP placement for Level II only, and to establish a written record for review. The superintendent's Hearing Panel or designee shall conduct an informal proceeding no later than ten business days after receipt of the written request for an appeal. At this informal proceeding, the following procedures shall be followed:

- 1) The parent(s) and/or guardian(s) of the student shall be notified and requested to attend and participate in the proceeding.
- 2) The student shall be permitted the opportunity to explain his or her version of the incident.
- 3) The student shall be permitted to have adult or legal representation. An employee or legal counsel may also represent the District.
- 4) Written statements from witnesses and parties may be introduced as evidence.
- 5) No formal rules of evidence will be observed. Each party in turn, beginning with the student or parent(s) and/or guardian(s), shall be permitted to develop or rebut the evidence, present witness statements or other evidence, and recommend appropriate action to the Hearing Panel or designee.
- 6) The Hearing Panel or designee shall remain impartial and assist the parties in developing all of the facts and evidence in order to present a full account of the incident and shall render a decision in the matter.
- 7) The Hearing Panel or designee shall render a decision that determines whether the student violated the Student Code of Conduct and the appropriate duration of placement in a DAEP.
- 8) The decision of the panel or designee may be announced to the participants, but written notice of the decision shall be rendered to all parties within five working days following the proceeding.

### **Final Appeal**

A student or a student's parent(s) or guardian(s) may request that the Superintendent, who is the Board's designee, review the record of the Hearing Panel proceedings. The written request must be delivered to the Superintendent's office within five working days after receiving notification of disciplinary alternative education placement. The Superintendent may also investigate and request additional information that was not presented at the original conference or hearing before the Hearing Panel. If after the review, the Superintendent determines that the reasons given in support of the disciplinary alternative education placement are sound and substantiated, the Superintendent shall issue a written notice informing the parent(s) or guardian(s) of his or her decision to sustain the placement within three working days from the conclusion of the review. The Superintendent may also take any action deemed appropriate to modify or overturn the placement and shall notify the parent(s) or guardian(s) promptly of the decision in this regard. Any decision by the Superintendent is final and may not be appealed. Noncustodial parents and/or guardians may request in writing a copy of any written notification relating to a student's placement in a DAEP or expulsion from school that is generally provided by the District to a student's parents.

### **Level III Expulsion or Placement in Alternative Setting**

#### **Discretionary Expulsion**

A student may be suspended pending a hearing and expelled to the Juvenile Justice Alternative Education Program (JJAEP) for 90 school days, for any of the following offenses committed on school property or within 300 feet of school property or while attending a school sponsored or school related activity on or off school property or against another student, without regard to where the conduct

occurs. If the offense occurs in the last six weeks of the school year, the placement may extend into the first semester of the next school year. The placement duration will be determined by the hearing officer.

- ❖ Aggravated assault
- ❖ Sexual assault
- ❖ Aggravated sexual assault
- ❖ Murder
- ❖ Capital murder
- ❖ Criminal attempt to commit murder or capital murder
- ❖ Aggravated robbery
- ❖ Breach of computer security
- ❖ Carrying on or about the student's person a handgun, an illegal knife, or a club, as defined by Texas Penal Code 46.01(6)
- ❖ Possessing, manufacturing, transporting, repairing, or selling prohibited weapon as defined by Texas Penal Code 46.05(a)
- ❖ Bullying or cyberbullying behavior that encourages a student to commit or attempt to commit suicide, incites violence against a student through group bullying, or releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent

A student may also be expelled for engaging in serious conduct that violates the Student Code of Conduct while in a DAEP:

- 1) Deliberate violent behavior that poses a direct threat to the health and safety of others.
- 2) Extortion, meaning the gaining of money or other property by force or threat.
- 3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code.
- 4) Conduct that constitutes the offense of:
  - a) Public lewdness under Section 21.07, Penal Code
  - b) Indecent exposure under Section 21.08, Penal Code
  - c) Criminal mischief under Section 28.03, Penal Code
  - d) Personal hazing under Section 37.152, Penal Code
  - e) Harassment under Section 42.07(a)(1), Penal Code, of a student or district employee

A student who has knowledge that another student(s) has committed a serious offense is expected to report this information to school officials, failure to report will be subject to disciplinary consequences. If a student has been convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and the victim or victim's parents request that Fort Worth ISD transfer the offending student to another campus (following completion of the recommended DAEP or JJAEP placement), the offending student shall be transferred to another campus in the district. School districts are not required to provide transportation to students transferred under this section.

Schools are authorized to expel and place in a DAEP or JJAEP, any student who is charged with or arrested for a felony under Title 5 of the Penal Code off campus, as well as those who receive deferred prosecution or found guilty of such conduct.

There must be a finding that the student's presence in the regular classroom would threaten the safety of others, be detrimental to the educational process or not be in the best interests of the students. Such students must be placed in a JJAEP, and otherwise the DAEP. This action can be taken regardless of when or where the conduct occurred, whether or not the student has completed any court disposition requirements.

Students will be allowed to return to their home campus following placement in DAEP or JJAEP.

### **Mandatory Expulsion to Juvenile Justice Alternative Education Program**

A student must be suspended pending a Central Office Hearing and expelled to the JJAEP for 90 school days, for any of the following felony offenses committed on school property or within 300 feet of school property or while attending a school-sponsored or school-related activity on or off school property. Students whose offense involves a firearm must be assigned to JJAEP for one school-calendar year. If the offense occurs in the last six weeks of the school year, the placement may extend/begin into the first semester of the next school year. The placement duration will be determined by the hearing officer. The period or placement may not exceed one year unless, after review, it is determined that the student is a threat to the safety of other students or to District's employee.

#### **Level III violations include, but are not limited to, the following:**

Felony Assaults (Board Policy FO /FOD-LEGAL)

Weapons/Felony Arrest (Board Policy FNCG/FOD- LEGAL)

#### **Felony Assaults (Board Policy FO /FOD-LEGAL) Behavior containing the elements of the following under the Texas Penal Code:**

- ❖ Aggravated assault, sexual assault or aggravated sexual assault
- ❖ Arson
- ❖ Murder, capital murder or criminal attempt to commit murder or capital murder
- ❖ Indecency with a child
- ❖ Aggravated kidnapping
- ❖ Retaliation against a school employee or volunteer combined with one of the above-listed offenses on or off school property or at a school-related activity, committed on or off school property or at school- related event.
- ❖ Aggravated robbery
- ❖ Manslaughter
- ❖ Criminally negligent homicide

#### **Felony Assaults (Board Policy FO /FOD-LEGAL)**

##### ***Behavior punishable as a felony that involves the following:***

- ❖ Selling, giving or delivering marijuana, a controlled substance, alcohol or a dangerous drug to another person.
- ❖ Possessing, using or being under the influence of marijuana, a controlled substance, a dangerous drug or alcohol.
- ❖ Committing a serious act or offense while under the influence of alcohol.

#### **Weapons/Felony Arrest (Board Policy FNCG/FOD- LEGAL)**

Bringing to school or possessing at school a handgun, including any setting that is under the district's control or supervision for the purpose of a school activity. A handgun is defined by state law as any firearm designed, made, or adapted to be used with one hand. A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sport competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department.

Note: *Mandatory expulsion under the Federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.*

##### ***Use, exhibition or possession of the following, as defined by the Texas Penal Code:***

- ❖ location-restricted knife, such as knife with a blade <sup>427</sup>over 5 1/2 inches;

- ❖ A prohibited weapon, such as an explosive weapon; a machine gun; a short-barrel firearm; a firearm silencer; or armor-piercing ammunition; a chemical dispensing device; an improvised explosive device or a zip gun.
- ❖ Use, exhibition or possession of a tire deflation device, as defined in part by section 46.01 of the Texas Penal Code.

**Level III Hearings Rules and Procedures for Expulsions to DAEP or JJAEP**  
**(Board Policy FOC LOCAL)**

Nothing in this policy shall be construed to require proof beyond a reasonable doubt at the hearing or hearing panel level. The actions contemplated herein are not penal in nature and are merely administrative determinations. This process is separate from any additional proceedings required by law, by juvenile or adult court. Any student being recommended for JJAEP expulsion from the violations of Level III must complete the following procedures.

**Central Office Hearing**

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to expel a student to JJAEP. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures or decisions.

**Hearing Rules and Procedures**

The hearing officer shall conduct a hearing and/or teleconference for a student who is being recommended for expulsion to JJAEP. The hearing officer must consider whether the student acted in self-defense, the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history or a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, a student's status in the conservatorship of the Department of Family and Protective Services, a student's status as a student who is homeless, regardless of whether the decision of the hearing officer concerns a mandatory or discretionary action. When possible, this hearing shall be held within three days of the time of the offense. After notice is provided to the student and the parent/guardian regarding the time and location of the hearing, the hearing officer may hold the hearing regardless of whether the student or student's parent/guardian attends. During the hearing, the following procedures shall be followed:

- 1) Advise the student of the conduct or offense with which he/she is charged.
- 2) Permit the student the opportunity to explain his/her version of the incident.
- 3) Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel.
- 4) Written statements from witnesses or parties may be introduced.
- 5) No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence, and request appropriate action of the hearing officer.
- 6) The hearing officer shall be and remain impartial and assist the parties in developing all the facts and evidence in order to present a full account of the incident. The hearing officer shall render a decision based upon a consideration of the preponderance of the credible evidence offered. If appropriate, not later than the second business day after the hearing, the Board's designee will deliver to the juvenile court a copy of the order placing a student at JJAEP and information required by Section 52.04 of the Family Code.
- 7) From the time of the decision of the central hearing officer to place a student in a Juvenile Justice alternative education program, the student must enroll in the Juvenile Justice disciplinary alternative education program. Even if an appeal is made by the student, parent(s), or guardian(s), the student must remain in the disciplinary alternative education program until a final decision is made.
- 8) The Student Discipline and Placement Department reserves the right to modify or revise the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case.

**Record**

All proceedings shall be electronically recorded or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes.

**Special Note Regarding Placement Extensions**

A student expelled to JJAEP may be subject to a placement extension for any of the following reasons:

- 1) Failure to register and attend the JJAEP immediately following placement notification.
- 2) Absences during placement at the JJAEP or suspensions due to persistent and/or serious misbehavior or the student engages in additional conduct for which expulsion to JJAEP is required or permitted.
- 3) The scheduled return date would fall during testing times creating a disruption to the educational process.

**Level III – Student Right of Appeal**

A student or a student’s parent(s) or guardian(s) may appeal in writing a Level III expulsion to the Juvenile Justice Education Program (JJAEP), to the superintendent or designee, both of which have been designated by the Board. This written appeal must be delivered to the Superintendent’s office within five working days after receiving notification of the expulsion. Parent(s) and/or guardian(s) may also submit any information they believe is relevant to the appeal.

The superintendent or designee may also investigate and request additional information that was not presented at the original hearing. If after review, the superintendent or designee determines that the reasons given in support of the expulsion are sound and substantiated, he or she shall issue a written notice informing the parent(s) and/or guardian(s) of his or her decision to sustain the expulsion within three working days of the conclusion of the review. The superintendent or designee may also take any action he or she deems appropriate to modify or overturn the placement and will notify the parent(s) and/or guardian(s) promptly of his or her decision in this regard. If at the conclusion of the investigation, additional information is brought forth that might increase the consequence, the superintendent or designee will review (within three days) the new information with parent(s) and/or guardian(s). Following this review, the superintendent or designee will issue a final ruling.

Noncustodial parent(s) and/or guardian(s) may request in writing a copy of any written notification relating to a student’s expulsion from school that is generally provided by the District to a student’s parents.

**Expulsion or Placement of Certain Students in Alternative Setting**

When the school receives notice that a student is required to register as a sex offender, the school “shall remove the student from the regular classroom and determine the appropriate placement.” Sex offenders who are under any form of court supervision must be placed in a Juvenile Justice Alternative Education Program (JJAEP) or Disciplinary Alternative Education Program (DAEP) for at least one semester.

Sex offenders who are not under any form of court supervision may be placed in the JJAEP or DAEP for one semester. The District may place the student in the regular classroom unless the Board of Trustees determines that the student’s presence in the regular classroom threatens the safety of others, is detrimental to the educational process or is not in the best interest of the students.

At the end of one semester placement, the Board must convene a committee to review the placement. The committee will be comprised of 1) a teacher from the regular campus; 2) the parole or probation officer, or a representative of juvenile probation; 3) an instructor from the alternative program to which the student was assigned; 4) a designee selected by the Board; 5) a counselor employed by the school. By majority vote, the committee may recommend further placement to the board. The Board must follow the committee’s recommendation unless it makes findings to the contrary. If the committee recommends regular classroom placement, the Board must follow that recommendation unless it determines it would threaten the safety, be detrimental or otherwise not in the best interests of students. Likewise, if the committee recommends continued alternative placement, the Board must follow that

unless it concludes that the regular classroom placement would not be threatening, detrimental or not in the best interests of students. If the student remains in the alternative setting, a committee must conduct another review and make another recommendation before each school year, as long as the student is in the alternative setting.

In the case of a special education student, this review must be done by the Admission, Review and Dismissal Committee (ARDC) rather than the five-member committee outlined above, but the ARDC may request the Board to convene a committee to assist them. The placement decision about a special education student must be done in compliance with the Individuals with Disabilities Education Act (IDEA).

Sex offenders who are required to register and are under court supervision and who transfer to another school district during the one-semester mandatory placement may be extended for an additional semester without the necessity of a committee review. The new district may count the time spent towards the mandatory placement requirement. Otherwise, the placement of transfer students is subject to the committee review process.

The alternative placement must be the DAEP unless the Memorandum of Understanding (MOU) for the JJAEP calls for placement of such students in the JJAEP, or the court orders JJAEP placement. JJAEPs are entitled to funding for a student placed pursuant to these provisions to the same extent as for students who are expelled for discretionary expellable offenses.

The student or the student's parents may appeal the Board's decision by requesting a conference with the Board, but the conference "is limited to the factual question of whether the student is required to register as a sex offender under Chapter 62, Code of Criminal Procedure." The Board's decision is final and not appealable.

Upon receipt of a "15.27" notice from law enforcement, if the superintendent determines that the employee needs the information for educational purposes or for the protection of the person informed or others; the superintendent may send to a school district employee having direct supervisory responsibilities over the student the information contained in the confidential notice. This notice will not indicate whether or not a student is required to register as a sex offender.

Upon conviction, deferred prosecution, deferred adjudication or adjudication of delinquent conduct, the superintendent is to be informed within 24 hours and the notice is to include "whether the student is required to register as a sex offender." The superintendent is required to pass this along within 24 hours to "all instructional and support personnel who have regular contact with the student." Similar notice must be given by law enforcement officials to school officials within 24 hours of when they learn of the student's transfer or re-enrollment in a new district or school.

### **Placement Details**

#### **Credit**

No district academic credit will be earned for work missed during the period of expulsion/removal unless the student is enrolled in a Juvenile Justice Education Program (JJAEP) or other district-approved program.

#### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework. The home-school is responsible for providing AP and elective coursework not taught at the DAEP/JJAEP.

#### **Parent(s) and/or Guardian(s) Responsibility for Students assigned to a DAEP or the JJAEP**

If, as a result of a Central Office Conference or Hearing, a student is assigned a DAEP or to the JJAEP

it is the responsibility of the parent(s) and/or guardian(s) to register the student at the placement location immediately. Failure to do so may result in court action through the School Truancy Court.

### **Duration of Placement for Students assigned to a DAEP or the JJAEP**

The duration of placement for a DAEP and/or the JJAEP will be determined by the Student Discipline and Placement Department with approval by the director or the director's designee. Expelled or removed students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion/ removal. Students who commit offenses that require removal /expulsion to DAEP or JJAEP at the end of the school year will be removed / expelled into the next school year to complete the term of removal/expulsion. Placement in DAEP/JJAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees or extended placement is in the best interest of the student.

Unless otherwise specified in the placement order, days absent from a DAEP/JJAEP shall not count toward fulfilling the total number of days required in a student's DAEP/JJAEP placement order.

### **Students Under 10 Years of Age**

When a student under the age of 10 engages in behavior that is an expellable behavior, the student will not be expelled but will be placed in a Disciplinary Alternative Education Program (DAEP). The District must provide educational services in the DAEP if the student is younger than 10 years of age. Students under age 6 will not be removed from class or placed in a DAEP. Pending the outcome of the hearing, unless the student is removed under the Emergency Placement or Expulsion provisions, the student may be suspended for up to three days, placed in in-house suspension or provided an alternative arrangement.

### **Transportation**

Additional transportation services:

Students that have transportation designated in their IEP are entitled to that service when assigned to JJAEP

- 1) Elementary students assigned to Insights (DAEP).
- 2) Students assigned to Middle Level Learning Center (DAEP) and Metro Opportunity (DAEP).

### **Placement in JJAEP**

When students engage in mandatory/discretionary Level III code of conduct expulsion offenses, they are assigned to the Tarrant County Juvenile Justice Alternative Education Program (JJAEP), 3131 Sanguinet, located in Fort Worth, Texas 76107. The program is operated by Tarrant County Juvenile Service Department. Only four core academic courses are offered: English, social studies, math and science. Electives and advanced-placement courses are not offered. Students are assigned to ~~90~~ school days, however, students whose offenses involve firearms must be assigned to 180 school days. Students assigned to JJAEP shall not be on any public-school campus or attend any school activities until the student successfully completes the expulsion assignment.

The Board of Education has entered into an agreement with the Tarrant County Juvenile Board outlining the Juvenile Board's responsibilities concerning the establishment and operation of the JJAEP and conditions on payments from the District to the Juvenile Board. Details of this relationship are defined in agreements available for public inspection upon request to the superintendent.

### **Students Entering and Exiting the District While On a DAEP/JJAEP Placement**

When a student violates the District's Student Code of Conduct in a way that requires or permits the student to be placed in a DAEP/JJAEP and the student withdraws from the District before a DAEP/JJAEP placement order is completed, the District may complete the proceedings and issue a DAEP/JJAEP placement order. If the student then re-enrolls in the District during the same or a subsequent year, the District may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the principal, or other appropriate administrator, or the Board fails to issue a DAEP/JJAEP placement order after the student

withdraws, the next district in which the student enrolls may complete the proceedings and issue a DAEP/JJAEP placement order.

The District will decide on a case-by-case basis the placement of a student who enrolls in the District and was assigned to a DAEP/JJAEP in another district, including a district in another state if the behavior committed is a reason for a DAEP/JJAEP placement in the receiving district, or an open-enrollment charter school. The District may place the student in the District's DAEP/JJAEP or a regular classroom setting. If a student expelled in another state enrolls in the District, the District may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP/JJAEP for the period specified in the order, or may allow the student to attend regular classroom setting.

If a student is expelled by a district in another state for a period that exceeds one year and the District continues the expulsion or places the student in a DAEP/JJAEP, the District will reduce the period of the expulsion or DAEP/JJAEP placement so that the entire period does not exceed one year, unless after a review it is determined that the student is a threat to the safety of other students or district employees.

*Any student entering the District, under supervision by the Texas Juvenile Justice Department, must complete a review meeting with the department of Student Discipline and Placement prior to enrollment.*

### **Emergency Removal/Expulsion Placement Procedure**

In an emergency removal than the tenth day after the date of the placement, the student will be given appropriate due process required for a student facing removal/expulsion-placement. If emergency removal/expulsion placement involves a student with disabilities who receives special education services, the term of the student's emergency removal is subject to the requirements of federal law.

### **Students Referred to Juvenile Court**

The juvenile court will notify the Student Discipline and Placement Department if:

- 1) Prosecution of the student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication or deferred prosecution will be initiated; or
- 2) The court or jury found the student not guilty or made a finding that the child did not engage in delinquent conduct or conduct indicating a need for supervision resulting in the case being dismissed with prejudice. The superintendent or designee will review the student's placement in the Disciplinary Alternative Education Program (DAEP). The student may not be returned to the regular classroom pending the review. The superintendent or designee will schedule a review of the student's placement with the student and the student's parent(s) and/or guardian(s) no later than the third day after the superintendent or designee receives a notice from the juvenile court. After reviewing the notice and receiving information from the student's parent(s) and/or guardian(s), the superintendent or designee may continue the student's placement in the DAEP if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers. The student may not return to the regular classroom pending the appeal. The student or the student's parent or guardian may appeal the decision regarding continued placement in a DAEP to the Board.

### **Suspension/Placement Restrictions**

Any student required to attend a DAEP, expelled to JJAEP or suspended from a regular school setting is prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of removal and/or expulsion.

### **Extra-Curricular Activities**

The decision of the central hearing officer is limited to whether a student violated the Student Code of Conduct and, if applicable, when the student may return to his/her home school. All other matters, including a student's eligibility for school-sponsored or school related extracurricular or non-

curricular activities are not within the scope of this decision. See Fort Worth ISD's Athletic Activity Handbook and Board Policy FM (Local). State law prohibits students placed in a Disciplinary Alternative Education Placement (DAEP) for disciplinary reasons from attending or participating in school-sponsored or school-related extracurricular activities or non-curricular activities during the period of placement including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations. With the approval of the Principal and Superintendent, a sponsor or a coach of an extracurricular activity may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. See Fort Worth ISD's Athletic Activity Handbook and Board Policy (FNC- LOCAL).

A student assigned to a DAEP for any violation of school board policy or the Student Code of Conduct shall also be ineligible to participate in any extracurricular activities during the DAEP placement and following the return to his/her home school or to hold any position of honor or trust, elected or appointed, at his/her home school.

According to the severity of the policy or code of conduct violation, the period of ineligibility is as follows:

**Level I On Campus Intervention Program** – Students placed in OCI are prohibited from being on any other school campus or from attending any school-sponsored or school related activities during their OCI placement. Not adhering to this directive could result in further disciplinary action.

**Level II Violations** — Any student returning to his/her home school from a Level II DAEP shall regain eligibility for participation when he/she has attended the home school, subsequent to release from DAEP, for a period of time equal to the original DAEP placement.

If an appeal of the original DAEP placement is reviewed by a Level II Hearing Panel [see FOA (LOCAL)] and the student is returned to his/her home school after only serving a reduced number of days in a DAEP, the number of days a student is ineligible at his/her home school shall equal the number of days served in DAEP.

**Level III Violations** — Any student returning to his/her home school from a Level III DAEP shall regain eligibility for participation when he/she has attended the home school for a period of one year. Upon repetition of a Level II or III violation (including a second or subsequent DAEP placement), a student shall be declared permanently ineligible to participate in extracurricular activities or hold any position of trust or honor within his/her home school upon return to the campus. Upon request of a student or his/her parent or legal guardian and upon the recommendation of the principal, the superintendent may adjust or waive any of the above penalties/sanctions in light of the circumstances that warrant such change, in the superintendent's sole discretion.

### **Firearms**

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent or designee may modify the length of the expulsion on a case-by-case basis and/or the district may provide educational services to the expelled student in a Disciplinary Alternative Education Program. The Board delegates to the superintendent the authority to expel students.

### **Graduation Activities**

The District has the right to limit a student's participation in graduation activities for violating the District's student code of conduct.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District's code, resulting in a removal to a DAEP or expulsion during the semester

immediately preceding graduation.

Graduating seniors who have met all criteria for graduation and are assigned to a DAEP and/or expelled to JJAEP at the end of the school year, will not be allowed to participate in the graduation ceremony or in other related graduation activities, except graduation activities at the alternative placement site.

### **Re-Entry Consultation**

The campus behavior coordinator from DAEP or JJAEP must schedule a meeting with the student's campus behavior coordinator from the student's home-school, to assess and devise a transition plan before the student's scheduled return date to his or her home school. The following topics must be addressed during the meeting:

- Overall progress during the assignment to DAEP or JJAEP
- Behaviors of concern and/or safety concerns that led to the assignment to DAEP or JJAEP
- Notifying staff/student victims
- Outline interventions upon arrival, to continue support that includes a reasonable timeframe to monitor and measure progress.

### **Truancy**

Individuals who are 6 years old or older and younger than 19 years of age, or who are younger than the age of 6 and in a pre-kindergarten or kindergarten, or individuals over the age of 19 who voluntarily enroll as a student within FWISD must attend school for the entire period the program of instruction is provided. *See Tex. Educ. Code § 25.085.* Truancy occurs when a student misses 10 or more days or parts of days within a 6-month period in a single school year without a valid excuse. *Tex. Fam. Code § 65.003(a).* Civil action may be taken against the student for truant conduct, if he/she is 12 years old or older and 19 years old or younger. *Tex. Educ. Code § 25.0951; Tex. Fam. Code § 65.003.* Legal action may also be taken against the parent/guardian of a student who is 6 years old or older and younger than 19 years old, for failing to require their child to attend school as required by law. *Tex. Educ. Code § 25.085(b), 25.093.* As such, a parent/guardian must take the necessary measures to ensure that their student is regularly attending school by contacting your child's school attendance office to confirm attendance. If a student becomes truant, the parent/guardian will be notified about the truant conduct and may be requested to attend future meetings.

Parents and students are responsible for submitting written excuses for absences to the student's school attendance office within five (5) school days of the absence to ensure an absence is marked as excused and not counted towards truant conduct. *See FWISD Student Code of Conduct (page 36. Truancy paragraph 2).* Students must have a legitimate reason for arriving late or leaving early from school. Reasons for arriving late or leaving early from school must be in writing and submitted to the school attendance office.

Finally, to receive credit or a final grade for a class a student must be in attendance ninety (90%) percent of the school year, unless the attendance review committee gives the student credit because there were extenuating circumstances for the absences. *Tex. Educ. Code § 25.092;* see also *FWISD Board Policy FEC (Local).* Further a student 19 or older, who has more than five (5) unexcused absences in a semester, may have their enrollment revoked. See *FWISD Board Policy FEA (Legal).* After enrollment is revoked, the student's presence on school property would be unauthorized and may be considered trespassing. *Tex. Educ. Code § 2537.107; id.*

FWISD wants your student to be successful. You may help by making sure your student is regularly attending school. Best wishes for a successful school year. If you have any questions, you may contact the attendance office at the campus that your child attends.

### **Searches, Board Policy FNF Legal**

The Fort Worth ISD School officials may search a student's outer clothing, pockets, or property by establishing reasonable suspicion or securing the student's voluntary consent.

A search is reasonable if it meets both of the following criteria:

- 1) The action is justified at the inception; i.e., the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation.
- 2) The scope of the search is reasonably related to the circumstances that justified the search in the first place; i.e., the measures adopted are reasonably related to the objectives of the search and are not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

### **Desks and Lockers**

Desk, lockers and similar items are the property of the District and are provided for student use as a matter of convenience. Lockers and desks are subject to blanket/random searches or inspections by District administrators. Searches or inspections may be conducted at any time and without notice.

Students shall be fully responsible for the security and contents of desks or lockers assigned to them. Students shall make certain that lockers are locked and that keys or combinations are not given to others. Students shall not place or keep in a desk or locker any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be held responsible for any prohibited items found in their desks or lockers.

### **Vehicles**

Students shall be fully responsible for the security and contents of vehicles parked on school property. Students shall make certain that their parked vehicles are locked and that the keys are not given to others. Students shall not place or keep in a vehicle on school property any article or material prohibited by law, District policy, or the Student Code of Conduct. If there is reasonable cause to believe that a vehicle on school property contains contraband, it may be searched by school officials or by personnel whose services have been engaged by the District to conduct such searches. Students shall be held responsible for any prohibited items found in their vehicles on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parent. If the parents also refuse the search, the District may contact local law enforcement officials and turn the matter over to them, or the District may conduct the search.

The District shall use specially trained non-aggressive dogs to sniff out and alert to the current presence of concealed prohibited items and illicit substances as defined in FNCF (LOCAL) and alcohol; visits to the school shall be unannounced. The dogs shall be used to sniff the air in vacant classrooms, in vacant common areas, around student lockers and around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle or an item in a classroom, the area may be searched by school officials. Searches of vehicles shall be conducted as described above.

### **Electronic Storage**

A peace officer may not search a person's cellular telephone or other wireless communications device, pursuant to a lawful arrest of the person, without obtaining a warrant under Code of Criminal Procedure 18.0215.

A peace officer MAY search a cellular telephone or other wireless communications device without a warrant if:

- 1) The owner or possessor of the telephone or device consents to the search;
- 2) The telephone or device is reported stolen by the owner or possessor; or
- 3) The officer reasonably believes that:
  - a) The telephone or device is in the possession of a fugitive from justice for whom an arrest warrant has been issued for committing a felony offense; or
  - b) There exists an immediate life-threatening situation, as defined by Code of Criminal

**Specifically:**

- 1) Lockers may be sniffed by trained dogs at any time.
- 2) Vehicles parked on school property may be sniffed by trained dogs at any time.
- 3) Classrooms and other common areas may be sniffed by trained dogs at any time students are not present.
- 4) If contraband of any kind is found, the student shall be subject to appropriate disciplinary action. The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, a student's vehicle parked on school property or on the student's person as a result of a search conducted in accordance with the policy.

**General Information**

**Metal Detectors**

The District shall not tolerate actions that endanger the wellbeing of students or faculty or disrupt the educational process. Accordingly, upright or hand-held metal detectors may be randomly used any time by the administration to safeguard students and maintain a safe environment.

Students shall be notified at the beginning of each school year that they will be subject to search by a metal detector on a random basis. All prohibited weapons and/or illegal contraband revealed shall be confiscated and turned over to applicable law enforcement agencies, which shall determine whether or not to initiate criminal prosecution. (See Board Policy FNCF or FNCG) Contraband found to be in violation of school board policy shall be confiscated by school personnel. School administrators will determine what, if any, disciplinary action is taken.

If a student refuses to comply with a metal detector search, the parent(s) and/or guardian(s) will be contacted. If the parent(s) and/or guardian(s) support their child's decision to refuse, the school liaison officer shall determine if a search is now mandatory for the safety of all. If not, the student shall be removed from the campus immediately and will be subject to appropriate disciplinary action. The second time a student refuses to comply with a metal detector search will result in immediate removal from school pending a central office conference.

**Photographic/Video/Audio**

District video/audio equipment shall be used for safety purposes in monitoring student behavior on buses and in common areas on the district's campuses. Students may not photograph, videotape, or otherwise record students or staff during the instructional school day.

No photograph, video recordings or audio recordings may be taken or made on Fort Worth ISD premises unless authorized by the Superintendent, her/his designee or principal for educational or school-related purposes. (section 26.009 of the Texas Education Code applies).

**Electronic Media**

The superintendent or designee shall design, implement, monitor and evaluate electronic media resources for instructional and administrative purposes.

**Availability of Access**

Availability to the District's electronic communications system(s), including the Internet or intranet shall be available to students, employees and volunteers expressly for instructional and administrative purposes and in accordance with policy regulations.

Access to the District's electronic communications system(s) is a privilege, not a guaranteed right. All users shall be required to acknowledge receipt and understanding of all policy and administrative regulations governing use of the system(s) and shall agree in writing to comply with such policies and administrative regulations. Policies and administrative regulations are available online at

[www.fwisd.org](http://www.fwisd.org). Noncompliance will result in disciplinary action consistent with District policies and regulations. Violations of law may result in criminal prosecutions as well as disciplinary action by the Fort Worth ISD.

### **Acceptable Use**

The superintendent or designee shall develop and implement regulations, policies, and use agreements, consistent with the instructional and administrative purposes of the District and the law and policy governing copyright.

### **Monitored Use**

Electronic mail transmissions and other use of the electronic communication system(s) by students, employees or volunteers shall NOT be considered confidential and may be monitored at any time by designated staff to ensure appropriate use for educational and administrative purposes.

### **Disclaimer of Liability**

The District shall not be liable for the user's inappropriate use of the District's electronic communication resources or violations of copyright restrictions, user's mistakes or negligence or costs incurred by user. The District shall not be responsible for ensuring the accuracy or usability of any information found on the Internet or through any other electronic means.

### **Training**

Training for employees and students in the proper use of the system(s) is available. Internet safety training is required for all users. Users will be provided copies of the District's acceptable use guidelines. The District will emphasize ethical use of the system(s) resources.

### **Copyright**

Copyrighted software or data may not be placed on any system connected to the Fort Worth ISD's system(s) without permission from the holder of the copyright.

### **System Access**

Access to the District's electronic communication system(s) will be governed with the approval of the campus principal or designated supervisor; users will be granted access to the District's system(s).

## **Telecommunication Devices**

### **(Board Policy FNCE)**

An Authorized District employee may confiscate telecommunication devices, including mobile telephones, used in violation of District rules. Campus instructors and administrators may, in the exercise of reasonable discretion, allow students to use devices for instructional purposes during the instructional day, so long as the use does not disrupt the classroom instruction. The District is not responsible for the loss or theft of any personal telecommunication devices following confiscation.

The District may allow students to use personal telecommunication devices for instructional purposes only. This includes but is not limited to mobile phones, pagers and/or beepers, videophones or any other device that allows two-way communication by means of radio waves. All equipment should be stored in a locker, backpack, purse, or other place where it is not visible during the instructional day when not being used for authorized instructional purposes.

### **Administrative Regulations**

Campus administrators shall have the discretion to determine the appropriate use of mobile phones, pagers/beepers, and any other devices for students participating in extracurricular activities while on school property or while attending school- sponsored or school-related activities on or off school property.

### **Confiscation, Notice and Disposal**

An Authorized District employee shall confiscate personal telecommunication devices, including mobile telephones, used in violation of District policy and the Student Code of Conduct. The parent(s) and/or guardian(s) shall be notified within two school days after the device is confiscated. All confiscated personal telecommunication devices will be held by the campus administrator. A campus administrator must complete the appropriate District form giving notice of a telecommunication device confiscation.

The administrator will maintain records of all confiscations and the subsequent release or disposal of the devices. A device held longer than 30 days will be disposed of by the District. A campus administrator must simultaneously notify the parent that the personal telecommunication device has been confiscated within two days and explain how the device can be reclaimed. The administrator will be responsible for notifying, in writing, the company whose name and address appear on the confiscated device.

To reclaim a telecommunication device, a high school student, parent or guardian must:

- 1) Present written proof of ownership and a photo ID, in person, at the campus, during posted school hours.
- 2) Complete the District's form requesting the return of the personal telecommunication device and signing an agreement stating that subsequent offenses of using any unauthorized personal telecommunication device on District property during the school day will not occur.

Only confiscated personal telecommunication devices (i.e. wireless, mobile or portable telephones, pagers and/or any device that displays a message) will be subject to an administrative fee of \$15.00 for the release of each device confiscated, as allowed by Education Code 37.082. The \$15.00 fee will be accepted by the local campus administrator to cover administrative cost of processing the confiscated device. The fee may be paid either in cash or with a money order. After 30 days, unclaimed devices will be disposed by the District.

### **Student's Personal Property**

Students are encouraged to refrain from bringing personal items of value (such as telephones, iPods, cameras, electronic games, radios, CD players and computers) to school since loss, theft or damages is possible. Also, if such items are used to distract from the educational process, they will be confiscated by school personnel. The District is not responsible for lost or stolen items (including those in lockers). Guidelines regarding other electronic devices shall be addressed in the student handbook.

## Notice of Non-Discrimination

The Fort Worth Independent School District does not discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, age, gender identity and expression, and military/veteran status in its programs and activities, including Career and Technical Education (CTE) programs. The district provides equal access to the Boy Scouts and other designated youth groups.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both. Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment:  
*Kevin Greene, Director, Office of Legal Services*  
*100 North University Drive Fort Worth, Texas 76107 Telephone: (817) 814-2115, E-mail: Kevin.Green@fwisd.org.*

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

For concerns regarding discrimination on the basis of disability, see ADA/Section 504 Coordinator/Foster Care Liaison  
*Patricia Sutton, Director of Special Programs*  
*100 North University Drive NE 240, Fort Worth, Texas 76107 Telephone: (817) 814-2458, **E-mail: Patricia.Sutton@fwisd.org.***

### **FOR OTHER COMPLAINTS AND CONCERNS**

*Usually, student or parent complaints or concerns can be addressed by a phone call or a conference with the teacher or principal. For those complaints that cannot be handled so easily, the District has adopted a standard complaint policy at FNG (LOCAL) in the district's policy manual. A copy of the policy can be obtained from the principal's office or on the district's Web site at <http://pol.tasb.org/Policy/Code/1101?filter=FNG>.*

*In general, the student or parent should submit a written complaint and request a conference with the campus principal. If the concern is not resolved, a request for a conference should be sent to the Superintendent's designee. If still unresolved, the District provides for the complaint to be presented to the Board.*

## Definitions/Glossary

The District's administrators will rely on their professional judgment, the definitions from the glossary at the back of the Student Code of Conduct, Chapter 37 of the Texas Education Code, the Texas Penal Code and Board Policies in reviewing misconduct and making disciplinary decisions. The glossary list is not all-inclusive and the District reserves the right to interpret the definitions as may be needed to address unanticipated misconduct. The glossary list is intended only to provide a guideline and easy reference for parents and administrators.

**Abuse of Property:** is defacing and/or damaging school property or damaging/vandalizing property owned by others or the District; unauthorized taking or property that belongs to another or the District.

**Aggravated Robbery:** is defined in part by Texas Penal Code 29.03(a) when a person commits robbery and:  
1. Causes serious bodily injury to another;  
2. Uses or exhibits a deadly weapon; or  
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is 65 years of age or older, or a disabled person.

### **Arson:**

- 1) A crime that involves starting a fire or causing an explosion with intent to destroy or damage: a. Any vegetation, fence, or structure on open-space land; or b. Any building, habitation, or vehicle: 1) Knowing that it is within the limits of an incorporated city or town,  
2) Knowing that it is insured against damage or destruction, 3) Knowing that it is subject to a mortgage or other security interest,  
4) Knowing that it is located on property belonging to another, 5) Knowing that it has located within its property belonging to another, or 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another;
- 2) A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or 3. A crime that involves intentionally starting a fire or causing an explosion and in so doing: a. Recklessly damages or destroys a building belonging to another, or b. Recklessly causes another person to suffer bodily injury or death.
- 3) Careless Burning is igniting matches, lighters, or a portion of a single sheet of paper momentarily in a classroom, restroom, hallway, or other school location and immediately extinguishing the flame, whether in play or through carelessness, including lighting

matches or flicking a lighter in play even if nothing else is set afire.

**Assault by Contact (no citation):** The District defines "assault by contact" as deliberate, purposely or recklessly making physical contact with another; with the knowledge, that such contact would be perceived as unpleasant or provoking.

**Assault by Contact (with citation):** is defined by Texas Penal Code 22.01(a)(3) as intentionally or knowingly causes physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive or provocative.

**Assault with Bodily Injury** is defined by Texas Penal Code 22.01 (a)(1). A person commits an assault if the person intentionally, knowingly or recklessly causes bodily injury to another.

**Assault by Threat (no citation):** The District defines "assault by threat" as intentionally or knowingly threatening another with imminent bodily injury.

**Assault by Threat (with citation):** is defined by Texas Penal Code 22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury.

**Behavior** is the way a person acts.

**Bullying:** Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and that the behavior:

- 1) Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or to be sufficiently severe, persistent or pervasive enough that the action or threat creates an

intimidating, threatening, or abusive environment for a student.

- 2) Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct.
- 3) Interferes with a student's education or substantially disrupts the operation of a school.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Copying** means to reproduce the schoolwork of another student with intent to represent it as one's own.

**Cyberbullying** is defined as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating Violence** is the intentional use of physical, sexual, verbal or emotional abuse by a person to harm, threaten, intimidate, or control another person in a dating relationship, as defined by Section 71.0021, Family Code.

**Defacing School Property** is destroying or damaging school property, including buses, whether during school hours, after school hours, or during vacation time.

**Deferred Adjudication** may be offered to a student who is 17 or older, as an alternative to seeking a conviction in court.

**Deferred Prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent Conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. Delinquent conduct also includes conduct that violates certain juvenile court order, including probation orders. However, delinquent conduct does not include violations of traffic laws.

**Detention** means a student may be detained by a teacher or administrator after school hours for disciplinary action according to Board Policy FO (Local). The period of time for which a student is assigned to detention shall be used for educational purposes. For all minor students, detention shall not begin until notice has been given to the parents. The parents may be required to provide transportation when the student has been assigned detention.

**Disruptive Conduct** is flagrantly and substantially interfering with teacher or learning in the classroom, school activities, or extracurricular activities, including but is not limited to: (1) Engaging in behavior that passes beyond the limits of mutual teasing or normal age or developmentally appropriate "horse playing", including name-calling. (2) Blocking building entrances, hallways, or stairways by individual action or the congregation of individuals for the purpose of intimidating or deliberately disrupting normal passage of others. (3) Deliberately using any electronic device, including cellular telephones, in a disruptive manner in classrooms, on school grounds, or at school events.

**Due Process** is applicable only when expulsion is proposed. Each student must be provided a "due process" conference/hearing that includes prior notice of charges and proposed sanctions, right to an adult representative or legal counsel, opportunity to testify and present evidence and opportunity to examine the evidence.

**E-cigarette** an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory is sold separately from the device.

**Electronic Device** is a portable music player, such as iPod, MP3 players, Walkman's, Handheld gaming devices, such as Gameboys and PSPs; and other similar devices that may be used to store, record, or play auditory and/or visual information.

**Electronic Storage:** Any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof, and any storage of such communication by an electronic communication service for purposes of backup protection of such communication.

**Emergency Removal:** the principal or the principal's designee may immediately place a student into a campus based Disciplinary Alternative Education Program when a student is so unruly, disruptive or abusive that the student's presence seriously interferes with a teacher's ability to communicate effectively with the students in a class, with the ability of the student's classmates to learn or with the operation of school or a school-sponsored activity.

**Expulsion** is the most severe consequence of a student's misbehavior at a school, on school property or at a school-related event on or off school property. Except for discretionary Level III alternative education placement, the student will be subject to adjudication by district court and placed in Tarrant County Juvenile Justice Alternative Education Program.

**False Alarm** occurs when a person knowingly initiates, communicates or circulates a report of a present, past or future bombing, fire, offense or other emergency he/she knows is false or baseless or that would ordinarily cause action by an official or volunteer agency organized to deal with emergencies; place a person in fear or imminent serious bodily injury; or prevent or disrupt the occupation of a building, room, place of assembly, place to which the public has access, or aircraft, automobile or other mode of conveyance.

**Fighting:** Fighting is defined as two or more students that mutually engage in physical combat using blows or force to strive to overcome the other student(s) or person(s)

**Firearm** is defined by federal law (18 U.S.C. 921(a) as any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm weapon; or any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade. Such term does not include an antique firearm.

**Forgery/Forging** is imitating an original piece of writing with the intent to deceive.

**Graffiti** is knowingly writing, painting, drawing, scratching, or otherwise marking any inscription, figure, slogan or mark of any type with aerosol paint or indelible pen or marker on any District-owned or staff property **without** the express permission of a school official or the owner

**Handgun** is defined by Texas Penal Code 46.01(5) as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment:**

- 1) Conduct that meets the definition established in district policy FFH (LEGAL);
- 2) Conduct that threatens to cause harm or bodily harm to another person, including a District student, employee, Board member, or volunteer; is sexually intimidating, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety as defined in section 37.001(b)(2) of the Education code;
- 3) Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
  - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

**Hazardous Items:** shall be defined as nuisance or dangerous items including, but not limited to: BB guns, pellet guns, replicas of firearms or weapons, fireworks, "poppers," smoke or stink bombs or any other pyrotechnic device that may be used to disrupt the educational process.

**Hazing** involves any knowing, intentional or reckless act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- 1) Any type of physical brutality;
- 2) An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- 3) An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code;
- 4) Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit List** is a list of people targeted to be harmed, using:

- 1) A firearm, as defined by Penal Code Section 46.01(3);
- 2) Knife, as defined by Penal Code Section 46.01(7); or
- 3) Any other object to be used with the intent to cause bodily harm.

**Improvised explosive device** is defined by Texas Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Inappropriate Use of Technology (cyber bullying):**

Students are prohibited from sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition applies to conduct off school property if it results in a substantial disruption to the educational environment. Any person taking, disseminating, transferring, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or photographs will be disciplined according to the *Student Code of Conduct* and may, in certain circumstances, be reported to law enforcement.

**Insubordination** in serious acts of disobedience, defying authority of school personnel, **or an** unprovoked display of disrespect toward school personnel.

**Indecent Exposure** when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Lewd Conduct** includes lewd, voyeurism, lascivious or indecent acts including indecent sexual propositions, indecent exposure or obscene gestures.

**Location-restricted Knife** is defined by Texas Penal Code 46.06(6), as a knife with a blade of over five and one-half inches

**Misbehavior** is behavior which is contrary to expectations stated in the Student Code of Conduct, or behavior which prevents the teacher from carrying out the teaching process.

**Offense** is an act of misbehavior, which is stated in the Student Code of Conduct or may be implied from the examples in the Code.

**Offensive Language** is using language which is outside the standards of acceptable language of the majority of persons in the community.

**Paging Device:** is a telecommunications device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor.

**Paraphernalia** is any device that can be used to inhale, ingest, inject or otherwise introduce a controlled substance into a human body.

**Persistent Misbehavior** is misbehavior that, on more than one occasion, violates specific, published standards of student conduct and may be the same or different types of misconduct.

**Possession** is defined as the actual care, custody, control, or management of an object or substance. A student shall be considered in possession of any substance or object prohibited or regulated by this code if the substance or object is: (1) on the student's person or in the student's personal property, including but not limited to the student's clothing, purse, book bag or briefcase; (2) in any private vehicle used by the student for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle or bicycle; or (3) in any school property used by the student, including but not limited to a locker or a desk.

**Prohibited Items** are defined as any items that may be considered dangerous, or a distraction, to the learning environment, including, but not limited to: razors, knives of any kind less than five and one-half inches in length not otherwise prohibited by law, knuckles, martial arts equipment not otherwise prohibited by law, laser pointers, chains, stun guns or ammunition of any kind.

**Prohibited weapon** under Texas Penal Code 45.05(a) means: an explosive weapon; a machine gun; a short barrel firearm or firearm silencer, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or classified as a curio or relic by the U.S.

Department of Justice; knuckles; armor-piercing ammunition; an improvised explosive device; a chemical dispensing device; a zip gun; or a tire deflation device.

**Public Lewdness** is defined as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang:** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

**Reasonable Belief** determination can be made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure. Administrators may place a student in a Disciplinary Alternative Education Program (DAEP) if they have a reasonable belief that the student engaged in felony conduct under Title 5. Administrators also may place a student in a DAEP if they have a reasonable belief that the student committed felony conduct that is not a Title 5 offense, and the superintendent believes the student's continued presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

**Retaliation** may include threats, rumors spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reduction, by a District employee or a student against any person who in good faith makes a report, serves as a witness, or participates in an investigation.

**School Property** is any property owned by the school district, or over which the school district or its personnel exert lawful authority, including property visited by students in connection with a school sponsored activity, such as a field trip or extracurricular activity.

**Self Defense** is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

**Serious Misbehavior means:** Deliberate violent behavior that poses a direct threat to the health and safety of others.

- 1) Extortion, meaning the gaining of money or other property by force or threat.
- 2) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code.

- 3) Conduct that constitutes the offense of:
  - a) Public lewdness under Section 21.07, Penal Code
  - b) Indecent exposure under Section 21.08, Penal Code
  - c) Criminal mischief under Section 28.03, Penal Code
  - d) Personal hazing under Section 37.152, Penal Code
  - e) Harassment under Section 42.07(a)(1), Penal Code of a student or district employee

**Severity** is the seriousness or gravity of a situation.

**Sexual Harassment:** is making persistent or repeated sexual advances to another or otherwise engaging in any actions of a sexual connotation causing embarrassment, humiliation, or intimidation.

**Teacher-Initiated Removal** means a teacher may remove a student from class who has been documented by the teacher as repeatedly interfering with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmate to learn. A teacher may remove a student from class and recommend him/her for mandatory Disciplinary Alternative Education Program or expulsion if the student engages in conduct described in the Texas Education Code in sections 37.006 and/or 37.007.

**Terroristic Threat** shall be defined as threatening to commit any offense involving violence to any person or property with intent to place any person in fear of imminent, serious bodily injury, prevent or interrupt the occupation or use of a building, room, place of assembly or other public place.

**Tire deflation device** is defined as a device including a caltrop or spike strip, that when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicles tires.

**Title 5 Offenses** involve injury to a person and include murder; kidnapping; sexual assault; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; deadly conduct; terroristic threat; aiding a person to commit suicide; and tampering with a consumer product.

**Truancy** is staying away from school without permission of parent or guardian or in violation of State Attendance Law.

**Use of a prohibited substance** may include a student who has smoked, ingested, injected, imbibed, inhaled, drunk or otherwise taken internally, on or off campus, a prohibited substance recently enough that it is detectable

by the student's appearance, actions, breath or speech.

**Under the influence** means a student's faculties are noticeably impaired by alcohol and/or drugs, but the student need not be legally intoxicated.

Impairment of a person's physical and/or mental faculties may be evidenced by a pattern of abnormal or erratic behavior and/or the presence of physical symptoms of drug or alcohol use.

**Vandalism** is willful action which results in destruction, damage, or defacement of property belonging to or rented by the District.

**Violations** occur when a student fails to keep or observe the correct forms of behavior as stated in the Student Code of Conduct.

**Weapons** are prohibited on campus or at a school-sponsored activity, including, but not limited to: firearms, illegal knives, explosives (including fireworks), knuckles, nightsticks, chains, clubs, razors, look-alike guns, laser pointers or any other object used to threaten or inflict bodily injury on another person. The possession, manner of its use, actual use, intended use or threatened use, etc. of articles capable of causing bodily injury not generally considered to be weapons (including any action or remark that indicates a concealed weapon is or may be in the student's possession) may be prohibited when the principal or designee determines that a danger exists or is threatened to exist for any person or school property by virtue of possession, use or threatened use.

## District Policy

Parent/Guardian who wishes to review the district local or legal policies as stated in this handbook may visit the districts' web site at <http://www.fwisd.org>, select the *Board of Education* tab listed under Useful Links, and select *Board Policy Online*.

<b>Policy Code</b>	<b>Description</b>
FNC	STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT CONDUCT
FNCA	STUDENT CONDUCT - DRESS CODE
FNCB	STUDENT CONDUCT - CARE OF SCHOOL PROPERTY
FNCC	STUDENT CONDUCT - PROHIBITED ORGANIZATIONS AND HAZING
FNCD	STUDENT CONDUCT - TOBACCO USE AND POSSESSION
FNCE	STUDENT CONDUCT - PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES
FNCF	STUDENT CONDUCT - ALCOHOL AND DRUG USE
FNCG	STUDENT CONDUCT - WEAPONS
FO	STUDENT CONDUCT - ASSAULTS
FNCI	STUDENT CONDUCT - DISRUPTIONS
FNF	STUDENT RIGHTS AND RESPONSIBILITIES - INTERROGATIONS AND SEARCHES
FNG	STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
FO	STUDENT Code of Conduct Violation
FOA	STUDENT DISCIPLINE - REMOVAL BY TEACHER
FOB	STUDENT DISCIPLINE - OUT-OF-SCHOOL SUSPENSION
FOC	STUDENT DISCIPLINE - PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING
FOCA	PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING - DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS
FOD	STUDENT DISCIPLINE - EXPULSION
FODA	EXPULSION - JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
FOE	STUDENT DISCIPLINE - EMERGENCY AND ALTERNATIVE PLACEMENT
FOF	STUDENT DISCIPLINE - STUDENTS WITH DISABILITIES
FP	STUDENT FEES, FINES, AND CHARGES

### Acknowledgement Form

Dear Student and Parent /Guardian:

As required by State Law, the Board of Trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or campus administrator.

Your child's digital enrollment packet includes an acknowledgement of option for electronic distribution of the student code of conduct. You must accept responsibility to access the student code of conduct by visiting FWISD website [www.fwisd.org](http://www.fwisd.org) or obtain a paper copy by visiting the administrative office of your child's school. In the event you are unable to sign the digital form, the student, parent and/or guardian may sign the acknowledgment form on the next page and return it to your campus main office. Please note that failure to sign and submit the acknowledgement form may prevent the student from attending and/or participating in any school activities.

Thank you.



Kent P. Scribner, Ph.D.  
Superintendent

**NOTICE**

**Please read the following and sign:  
Acknowledgment of Option for Electronic Distribution  
of the Student Code of Conduct**

In our continued efforts to be as efficient as possible, the Fort Worth ISD Website will now be the primary source for access to the **Student Code of Conduct**. Families who do not have Internet access or prefer a hard copy for any reason can receive one at their campus on request at any time during the school year. To ensure that every FWISD student has had an opportunity to understand this new process, we are requiring that a parent or guardian of every student complete the requested information below and return it to your child's teacher and/or the school's administrative team. This form will remain in your child's cumulative folder; however, you are free to change your election at any time.

My child and I have been offered the option to receive a paper copy of the Fort Worth ISD Student Code of Conduct or to electronically access it at [www.fwisd.org](http://www.fwisd.org).

I have chosen to: *(please select one option below)*

       **Accept** responsibility for accessing the Student Code of Conduct, by **visiting FWISD web address [www.fwisd.org](http://www.fwisd.org)**.

       **Obtain a paper copy** by visiting the administrative office of my child's school. The FWISD Student Code of Conduct will be annually available in the administrative office of my child's school.

You and your child are responsible for reading the rules, expectations, and other information contained herein and signing and returning the attached acknowledgment forms. All students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Student Code of Conduct. Failure to read the Student Code of Conduct, does not excuse the student from any consequences if they are in violation of the Student Code of Conduct.

Each school year, a foldable quick reference copy of the Code will be available to you in the administrative office of your child's school. Please visit your child's school to request and obtain the most recent full paper copy of the Student Code of Conduct or a foldable quick reference paper copy.

Student: \_\_\_\_\_ ID#: \_\_\_\_\_ Grade: \_\_\_\_\_

DOB: \_\_\_/\_\_\_/\_\_\_

Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE COMPLETE AND RETURN THIS PAGE TO YOUR CHILD'S SCHOOL. This form and the choice you have made above will remain in your child's cumulative permanent educational folder until your child graduates/withdraws from Fort Worth ISD**

August 21, 2020

Dear Parent/Guardian and Student:

Welcome to the 2020-2021 school year. Fort Worth Independent School District (FWISD) hopes that everyone had a safe summer. As a result of the COVID 19 Pandemic, there are some issues that you need to be aware of regarding excessive absences from school, otherwise known as truant conduct

**What is Truant Conduct and how will FWISD handle truancy issues?**

Individuals who are 6 years old or older and younger than 19 years of age, or who are younger than the age of 6 and in a pre-kindergarten, kindergarten, or individuals over the age of 19 who voluntarily enroll as a student within FWISD must attend school for the entire period the program of instruction is provided. *See Tex. Educ. Code § 25.085.* Truancy occurs when a student misses 10 or more days or parts of days within a 6-month period in a single school year without a valid excuse. *Tex. Fam. Code § 65.003(a).* Civil action may be taken against the student for truant conduct if he/she is 12 years old or older and 19 years old or younger. *Tex. Educ. Code § 25.0951; Tex. Fam. Code § 65.003.* Legal action may also be taken against the parent/guardian of a student who is 6 years old or older and younger than 19 years old, for failing to require their child to attend school as required by law. *Tex. Educ. Code § 25.085(b), 25.093.* As such, a parent/guardian must take the necessary measures to ensure that their student is regularly attending school and/or participating in school virtually by contacting your child's school attendance office to confirm attendance. If a student becomes truant, the parent/guardian will be notified about the truant conduct and may be requested to attend future meetings.

Parents and students are responsible for submitting written excuses for absences to the student's school attendance office within five (5) school days of the absence to ensure an absence is marked as excused and not counted towards truant conduct. *See the FWISD Student Code of Conduct (page 36. Truancy paragraph 2).* Students must have a legitimate reason for arriving late or leaving early from school. Reasons for arriving late or leaving early from school must be in writing and submitted to the school attendance office.

Finally, to receive credit or a final grade for a class a student must be in attendance ninety (90%) percent of the school year unless the attendance review committee gives the student credit because there were extenuating circumstances for the absences. *Tex. Educ. Code § 25.092; see also FWISD Board Policy FEC (Local).* Further, a student 19 or older, who has more than five (5) unexcused absences in a semester, may have their enrollment revoked. *See FWISD Board Policy FEA (Legal).* After enrollment is revoked, the student's presence on school property would be unauthorized and may be considered trespassing. *Tex. Educ. Code § 2537.107; id.*

FWISD wants your student to be successful. You may help by making sure your student is regularly attending and/or participating virtually in school. Best wishes for a successful school year. If you have any questions, you may contact the attendance office at the campus that your child attends.

Thank you for your support.

Sincerely,

Christopher Riddick  
Director

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**September 22, 2020**

**TOPIC: APPROVE BOARD STUDENT OUTCOME GOALS AND CONSTRAINTS**

**BACKGROUND:**

The Fort Worth ISD Board of Trustees and Superintendent work collaboratively to implement the Lone Star Governance (LSG) Framework to focus on one primary objective: Improving Student Outcomes. The intention of LSG is to provide a continuous improvement model for governing teams. Participants in Lone Star Governance work with an LSG Coach to develop the mindset, the knowledge and the skills on how to work collaboratively together as a Board and with the Superintendent to develop: a vision of improving student outcomes; student outcome goals; methods to communicate local values, and effective local accountability by monitoring the progress towards achieving the student outcome goals.

LSG Training Sessions and Board Workshops were held on December 7-8, 2019, May 19, 2020, and June 16, 2020. During these sessions and workshops the Board of Trustees, Superintendent, and District Leadership Team worked to develop Student Outcome Goals, Goal Progress Measures and Board Constraints for the Superintendent.

In addition, House Bill 3 (HB 3) requires school boards to adopt detailed plans that achieve goals in three key areas: one in early childhood literacy aligned to 3rd grade STAAR results, one in early childhood math aligned to 3rd grade STAAR results, and one in CCMR aligned to graduates that meet readiness requirements. These five-year district goals need to contain yearly targets and targets for each student group identified under the closing the gaps domain with 25 or more students. Approval of the Student Outcome Goals that were developed in accordance with the Lone Star Governance framework, will also meet HB 3 requirements.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Board Student Outcome Goals and Constraints
2. Decline to Approve Board Student Outcome Goals and Constraints
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Board Student Outcome Goals and Constraints

**FUNDING SOURCE**

***Additional Details***

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools, communities and stakeholders

**RATIONALE:**

Approval of the Board Student Outcome Goals, Goal Progress Measures and Superintendent Constraint will ensure that Fort Worth ISD is in compliance with Lone Star Governance (LSG) Framework and House Bill 3 (HB 3) requirements.

**INFORMATION SOURCE:**

Kent P. Scribner  
Karen C. Molinar  
Board of Trustees

### Board's Constraints for the Superintendent

#### Constraint 1: (Emergency/Short-Term)

The Superintendent shall not make operational decisions that prevent access of all students to learning.

- CPM 1.1** The percentage of online learning Elementary students that receive daily instruction, including Special Education, 504 and Dyslexia services, will increase from **94.0%** to **Y%** by **DATE**.  
(Baseline – Week of September 8, 2020 virtual only)  
**35,476** Attendance / **37,749** Focus Enrollment
- CPM 1.2** The percentage of online learning Secondary students that receive daily instruction, including Special Education 504 and Dyslexia services, will increase from **97.1%** to **Y%** by **DATE**.  
(Baseline – Week of September 8, 2020 virtual only)  
**39,725** Attendance / **40,925** Focus Enrollment

**Percentage** = Attendance (unduplicated) divided by Focus enrollment as of 9/11/20

#### Constraint 2: (Emergency/Short-Term)

The Superintendent shall not make decisions without prioritizing Physical Health, Safety, and Mental well-being of students and their families and staff.

- CPM 2.1** The percentage of staff trained on district adopted COVID-19 protocols and practices will increase from **50%** on **June 16, 2020** to **100%** on **October 5, 2020** (in-person phase-in date).
- CPM 2.2** The percentage of district allotted personal protective equipment (from the State) made available to campuses will increase from **0%** to **100%** by **October 5, 2020** (in-person phase-in date).
- CPM 2.3** Family and student participation in weekly Social Emotional Learning lessons will increase from **X** on **DATE** to **Y** on **DATE**.  
(Baseline – Begin October 5, 2020 in-person and virtual)

## Constraint 3: (Short-Term or Long-Term)

The Superintendent shall not reduce transparency and communication regarding the impact of **strategic initiatives** on student learning.

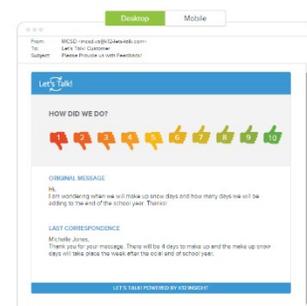
**CPM 3.1** The number of House Bill 3/Lone Star Governance recommended progress monitoring reports (4 times per year per goal) will increase from **0** to **4** by **July 27, 2021**.

**CPM 3.2** **Parent Portal:** The percentage of parent portal accounts based on enrollment will increase from **46.0%** to **Y%** by **June 18, 2021**.  
**38,203** Parent Portal Accounts as of 7/15/2020  
**82,981** Fall PEIMS Enrollment 2019-2020

The Parent Portal is available to all FWISD parents with students enrolled in PK-12. This tool provides two-way communication and involvement. It allows parents to access grades (in real time), schedules, report cards, attendance and teacher contact information.

**CPM 3.3** **Let's Talk:** The stakeholder engagement average feedback score will increase from **7.8** to **Y** by **DATE**.

In the Let's Talk platform, the feedback score is a measure of customer satisfaction or overall experience that is collected using a feedback form that is automatically generated in the system. The feedback form includes a 10-point Likert scale on which customers can rate their satisfaction or overall experience. The median score in the nation is 8.2 and the highest score in the nation is 10. Fort Worth ISD has 18,999 Dialogues Received as of 9/16/2020.



### Constraint 4: (Equity Policy AE)

The Superintendent shall not operate without actively monitoring and working to eliminate the loss of instructional time.

**CPM 4.1** The African American female student out-of-school suspensions and enrollment percentage gap will **decrease** from **6.98%** to **Y%** by **June 18, 2021**.

8,928 AA Female / 82,981 Fall Enrollment – **10.75%**  
853 AA Female OSS / 4,812 All OSS – **17.73%**

**CPM 4.2** The African American student out-of-school suspensions and enrollment percentage gap will **decrease** from **27.73%** to **Y%** by **June 18, 2021**.

AA Student Fall Enrollment – **21.85%**  
2,386 AA Student OSS / 4,812 All OSS – **49.58%**

**CPM 4.3** The Hispanic student percentage of total district out-of-school suspensions will **decrease** from **43%** in **2019-2020** to **Y%** by **June 18, 2021**.

2,070 Hispanic Student OSS / 4,812 All OSS – **43%**

### Constraint 5: (Equity Policy AE)

The Superintendent shall not operate without examining the enrollment process and data annually to ensure no inequitable impact on students of color.

**CPM 5.1** The student retention rate for students of color will **decrease** from **2.4%** to **Y%** on **June 18, 2021**. *Not promoted to next grade level.*

1,677 AA/Hispanic Students Retained / 70,774 Total – **2.4%**

**CPM 5.2** The percentage of students of color enrolled in Early College High School and Pathways in Technology Early College High School programs will increase from **86.7%** for the **2019-2020** school year to **Y%** for the **2020-2021** school year.

892 AA/Hispanic Students / 1,029 Total – **86.7%** (Fall PEIMS)

**CPM 5.3** The percentage of students of color enrolled in Schools of Choice and Programs of Choice will increase from **85.2%** for the **2019-2020** school year to **Y%** for the **2020-2021** school year.

5,796 AA/Hispanic Students / 6,800 Total – **85.2%**

## Board Student Outcome Goals

### Board Outcome Goal 1: Early Literacy

Increase the percentage of 3rd grade students who score at meets grade level or above on STAAR Reading from **34%** to **47%** by **August 2024**.

### Closing the Gaps Student Groups Yearly Targets

School Year	All	African American	Hispanic	White	Amer Indian	Asian	Pacific Islander	Two More Races	Special Ed (Current)	Econ Disadv	Special Ed (Former)	EL (Current)	EL (Current & Monitored)	Continuously Enrolled	Non-Cont. Enrolled
2018-19	34%	22%	33%	58%	--	53%	--	32%	26%	29%	33%	32%	32%	34%	34%
2019-20	36%	24%	35%	60%	--	55%	--	34%	28%	31%	35%	34%	34%	36%	36%
2020-21	38%	26%	37%	62%	--	57%	--	36%	30%	33%	37%	36%	36%	38%	38%
2021-22	40%	28%	39%	64%	--	59%	--	38%	32%	35%	39%	38%	38%	40%	40%
2022-23	43%	31%	42%	67%	--	62%	--	41%	35%	38%	42%	41%	41%	43%	43%
2023-24	47%	35%	46%	71%	--	66%	--	45%	39%	42%	46%	45%	45%	47%	47%

### Goal Progress Measure 1.1 - Pre-K

Increase the percentage of PK students who score On Track on Circle Phonological Awareness from **80%** to **85%** by **June 2024**.

### Goal Progress Measure 1.2 - MAP Reading Fluency

Increase the percentage of Kindergarten - Grade 3 students who Meet or Exceed grade level expectations on key MAP Fluency indicators from **39%** to **49%** by **June 2024**.

### Goal Progress Measure 1.3 - MAP Growth Reading

Increase the percentage of Kindergarten through Grade 3 students who meet or exceed projected growth on MAP Growth Reading from **X%** to **Y%** by **June 2024**. (Baseline year in 2020-2021)

## Board Outcome Goal 2: Early Math

Increase the percentage of 3rd grade students who score at meets grade level or above on STAAR Mathematics from **34%** to **45%** by **August 2024**.

### Closing the Gaps Student Groups Yearly Targets

School Year	All	African American	Hispanic	White	Amer Indian	Asian	Pacific Islander	Two More Races	Special Ed (Current)	Econ Disadv	Special Ed (Former)	EL (Current)	EL (Current & Monitored)	Continuously Enrolled	Non-Cont. Enrolled
2018-19	34%	21%	33%	57%	--	63%	--	39%	28%	29%	37%	33%	33%	35%	30%
2019-20	35%	22%	34%	58%	--	64%	--	40%	29%	30%	38%	34%	34%	36%	31%
2020-21	36%	23%	35%	59%	--	65%	--	41%	30%	31%	39%	35%	35%	37%	32%
2021-22	38%	25%	37%	61%	--	67%	--	43%	32%	33%	41%	37%	37%	39%	34%
2022-23	41%	28%	40%	64%	--	70%	--	46%	35%	36%	44%	40%	40%	42%	37%
2023-24	45%	32%	44%	68%	--	74%	--	50%	39%	40%	48%	44%	44%	46%	41%

### Goal Progress Measure 2.1 - Circle and TX-KEA

Increase the percent of PK and KG students that score On Track on Circle Math from **83%** to **88%** by **June 2024**.

### Goal Progress Measure 2.2 - MAP Growth Grades 1-3

Increase the percent of Grade 1 – Grade 3 students meet or exceed projected growth on MAP Growth from **61%** to **71%** by **June 2024**.

### Goal Progress Measure 2.3 - MAP Growth Kindergarten

Increase the percent of Kindergarten students who meet or exceed projected growth on MAP Growth from **X%** to **Y%** by **June 2024**.  
(Baseline year in 2020-2021)

# BOARD OF EDUCATION

Constraints and Student Outcome Goals



## Board Outcome Goal 3: College, Career and Military Readiness

Increase the percentage of students graduating with a CCMR indicator from **43%** to **48%** by **August 2024**.

### Closing the Gaps Student Groups Yearly Targets

School Year	All	African American	Hispanic	White	Amer Indian	Asian	Pacific Islander	Two More Races	Special Ed (Current)	Econ Disadv	Special Ed (Former)	EL (Current)	EL (Current & Monitored)	Continuously Enrolled	Non-Cont. Enrolled
2018	43%	27%	43%	66%		49%		54%	41%	39%					
2019	44%	28%	44%	67%		50%		55%	42%	40%					
2020	45%	29%	45%	68%		51%		56%	43%	41%					
2021	46%	30%	46%	69%		52%		57%	44%	42%					
2022	47%	31%	47%	70%		53%		58%	45%	43%					
2023	48%	32%	48%	71%		54%		59%	46%	44%					

### Goal Progress Measure 3.1 - Grade 12 CCMR

Increase the percentage of Grade 12 students who meet the criteria for CCMR from **33%** to **38%** by **August 2024**.

### Goal Progress Measure 3.2 - Grade 9 On-Track

Increase the percentage of first-time 9th graders on-track towards graduation from **75%** to **80%** by **June 2024**.

### Goal Progress Measure 3.3

#### Middle Grades Math/Algebra I EOC by end of 9th Grade

Increase the percentage of students successfully completing Algebra I EOC at Approaches level or above by the end of 9th grade from **83%** to **85%** by **June 2024**.

### Goal Progress Measure 3.4 – SAT/ACT

Increase the percentage of graduates who meet the SAT or ACT criteria for CCMR from **22%** to **27%** by **August 2024**.

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**September 22, 2020**

**TOPIC:           APPROVE LONE STAR GOVERNANCE SELF-EVALUATION  
PROGRESS FOR 2020-2021**

**BACKGROUND:**

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (School Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective, improving student outcomes. In addition, Lone Star Governance provides a system for governing legal and fiscal responsibilities of the Board.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Lone Star Governance Self-Evaluation Progress for 2020-2021
2. Decline to Approve Lone Star Governance Self-Evaluation Progress for 2020-2021
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Lone Star Governance Self-Evaluation Progress for 2020-2021

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools, departments, and communities

**RATIONALE:**

Approval of the Self-Evaluation Progress measure will ensure Fort Worth ISD is in compliance with the Lone Star Governance Texas Framework.

**INFORMATION SOURCE:**

Kent P. Scribner  
Karen Molinar  
Board of Trustees

QUARTERLY PROGRESS TRACKER						
School Board: Fort Worth ISD				Date: 08/17/2020		Quarter: <b>Baseline</b>
Framework	Three Quarters Ago	Two Quarters Ago	One Quarter Ago	Current Quarter	Next Quarter	Total Possible Points
Vision 1				0	12	15
Vision 2				0	12	15
Vision 3				0	9	10
Vision 4				0	4	5
Accountability 1				0	12	15
Accountability 2				2	5	5
Structure				0	4	15
Advocacy				3	9	10
Unity				3	9	10
<b>TOTAL SCORE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>76</b>	<b>100</b>

By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate			
<i>Board Member Signatures:</i>	% Student Outcome Minutes	Vote Count For	Vote Count Against
	COVID Hold Harmless		

**EVALUATION NOTES**

The Standard of evidence for items where board action is required will be the minutes of the meeting during which the Board voted to take the described action. Where an opinion of the Board is required, a resolution or vote passed by the Board will meet the standard of evidence. Any Board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the Board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to LSG@tea.texas.gov.

***New Baseline reset for FWISD. COVID Time Trackers are hold-harmless. - Dale Latham***

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## 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 September 18, 2020, at 3:30 p.m.”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**