

*Board of Education
Regular Meeting
July 21, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting via Webinar

Notice is hereby given that on July 21, 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 either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or by using this link <https://esc11.zoom.us/j/94612150332>. An electronic copy of the agenda packet is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Those individuals desiring to make a public comment can sign up by calling 817-814-1956 until 5:30 PM the day of the meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM the Monday prior to the scheduled meeting.

Additional instructions to join this meeting:

Or iPhone one-tap :

US: +13462487799,,94612150332# or +12532158782,,94612150332#

Or Telephone:

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 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 946 1215 0332

International numbers available: <https://esc11.zoom.us/u/afrOGs4Na>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES

3. RECOGNITIONS

A. Council of the Great City Schools

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. Authorize Publication of the Proposed Tax Rate

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 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 - June 23, 2020 5

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

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Juvenile Alternative Education Program (JJAEP) for the 2020-2021 School Year 16
- 2. Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2020-2021 School Year 25
- 3. Approve Agreement Between AVID Center and Fort Worth Independent School District for the 2020-2021 School Year 38
- 4. Approve Renewal Electronic Visitor Management System for District Campuses and Administrative Facilities 53
- 5. Approve Agencies Providing Sign Language Interpreting Services 60
- 6. Approve Replacement of HVAC Rooftop Units at De Zavala Elementary, Lily B. Clayton Elementary, and Trimble Tech High School 84
- 7. Approve Ratification for Purchase of HVAC Rooftop Units at AM Pate Elementary School 93
- 8. Approve Purchase of the 2020-2021 School Year Dual Credit Textbooks 98
- 9. Approve Pay for the 2020-2021 School Year Dual Credit Tuition 124
- 10. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle Schools 149
- 11. Approve Purchase of the College/Career Exploration System 154
- 12. Approve Professional Development and Software Payment for Leadership Academy Network Support 159
- 13. Approve Purchase of Writing Program and Professional Development for Leadership Academy Network 163
- 14. Approve Payment for Program Participation Fees 203
- 15. Approve Cooperative Program and Data Sharing Agreements Between Fort Worth Independent School District and Office of Strategy and Policy at the University of Texas at Austin OnRamps 211
- 16. Approve Data Governance Tool with an Analysis Software 237

17. Approve Purchase of Web-Based Learning System User Licenses	242
18. Approve Annual Renewal of Online Subscription Databases	249
19. Approve Renewal of Webhosting Services, Mass Communications System, FWISD App and Teacher Communication Tool for the 2020-2021 School Year	253
20. Approve Purchase of Student Internet Connectivity (Hotspots) Lines	260
21. Approve Purchase of Plexiglass Workspace Partitions – Goods and Services Necessary, Given the COVID-19 Emergency	266
22. Approve Ratification of the Purchases of Various Goods and Services Necessary, Given the COVID-19 Emergency	269
C. Approve Resolution of the Annual Review of Investment Policies and Strategies	272
D. Approve Breakfast and Lunch Meal Price Increases for the 2020-2021 School Year	277
E. Approve Testing Partnership Agreement Between Tarrant County College District and Fort Worth Independent School District	282
F. Approve Memorandum of Understanding Between Construction Education Foundation, Inc. and Fort Worth Independent School District	292
G. Approve Memorandum of Understanding Between Texas Woman’s University and Fort Worth Independent School District for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums Using Video Capture Technology	298
H. Approve Services Agreement Between University of Texas at Austin (Engineer Your World) and Fort Worth Independent School District (I.M. Terrell)	307
I. Approve Instructional Agreement for College Preparatory Courses Between Tarrant County College District and Fort Worth Independent School District	325
J. Approve Proposed Board of Education Meeting Dates for the 2020-2021 School Year	334
K. Approve Minutes from the June 11, 2020 and July 16, 2020 Board Policy Committee Meetings	337
L. Approve Closeout Contract with Reeder + Summit JV for O.D. Wyatt High School Athletics Addition / Renovation Job #016-001 (CSP #19-041) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	341
M. Approve Closeout Contract with Morales Construction for Western Hills High School Athletic Renovation Job #015-011 (CSP #19-038) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	344
N. Approve Ratification of Change Order for RFCSP #20-008 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program	347
O. Approve Ratification of Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program	350
P. Approve Ratification of Change Order for RFCSP #20-005 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program	355
Q. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Tanglewood Elementary School Job No. 171-011 in Conjunction with the 2017 Capital Improvement Program	358

- R. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for South Hills High School Job No. 003-102 in Conjunction with the 2017 Capital Improvement Program 360
- S. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Polytechnic High School Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program 362

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)
- 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 ITEMS

12. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

13. ACTION AGENDA ITEMS

- A. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Wesleyan University to Operate Early College High School at Dunbar High School 364
- B. Approve Payment for the 2020-2021 School Year for the Administrative Support, Professional Services and Payroll of the Leadership Academy Network/Texas Wesleyan Management Team 377
- C. Approve Second Reading-Revisions to Board Policy EIC(LOCAL) 382

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

15. **ADJOURN**

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

None

None

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

None

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 June 23, 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 June 19, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. via a Zoom webinar. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on June 19, 2020 at 05:30 p.m.

Amanda Coleman, PhD
Director
Policy and Planning

RETURN OF THE MEETING June 23, 2020

I, Amanda Coleman, Director of Policy and Planning of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 19, 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 June 19, 2020.

Amanda Coleman, PhD
Director
Policy and Planning

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

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

The following Board Members were present:

Daphne Brookins arrived at 5:32pm
Anne Darr
C.J. Evans
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Jacinto Ramos
Norman Robbins

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity and Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Michael Ball, Chief Financial Officer
Art Cavazos, Chief of District Operations & Technology
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management and Legal
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

Pledges were led by Clint Bond.

3. CALL TO ORDER PUBLIC HEARING

A. Public Hearing to Discuss the 2020-2021 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

Dr. Scribner introduced Michael Ball, Chief Financial Officer, who gave the presentation. Trustee Paz made a comment.

B. Public Comment on the 2020-2021 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

Steven Poole made a comment.

4. CLOSE PUBLIC HEARING

5. ACTION AGENDA ITEM

A. Discussion and Action to Approve Adoption of the Proposed 2020-2021 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund

Motion was made by Ashley Paz, seconded by Norman Robbins.

Comment given by Ashley Paz.

Motion passed unanimously.

6. PUBLIC COMMENT

Otha Graham
Ed Austin

7. DISCUSSION OF CONSENT AGENDA ITEMS

President Ramos notated that Consent Agenda Item B6: Approve Annual Renewal of Wide Area Network Services for 2020-2021 School Year (E-Rate Eligible), would be voted on as an Action Item. Trustee Evans asked a question about Consent Agenda Item M: Approve Memorandum of Understanding Between Fort Worth ISD and McAfee LLC, which was addressed by Chief Academic Officer, Jerry Moore. Trustees Darr, Luebanos and Paz gave comments.

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

A. Board of Education Meeting Minutes

1. June 9, 2020-Regular Meeting

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

1. Approve Purchase of Property, Flood, Fleet, General Liability, and Crime Insurance; Approve Set Aside Reserves to Pay Deductibles
2. Approve NWEA MAP Growth for Math and Reading and MAP Fluency Progress Monitoring for Early Literacy for the 2020-2021 School Year
3. Approve Datamax of Texas Printer/Copier Services for the Accountability and Data Quality Department
4. Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities
5. Approve Renewal of Session Initiation Protocol (SIP) Trunking, and Long-Distance Services for the 2020-2021 School Year
6. ~~Approve Annual Renewal of Wide Area Network Services for 2020-2021 School Year (E-Rate Eligible)~~ ***moved to Action Item***
7. Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for 2020-2021 School Year
8. Approve Renewal and an Addition of Maintenance Services for the Software System Used by the Child Nutrition Services Department for Five Years
9. Approve Purchase of CTE Automotive Equipment and Supplies
10. Approve Purchase of CTE Education and Training Equipment and Supplies
11. Approve Purchase of CTE Engineering and Robotics Equipment and Supplies
12. Approve Purchase of CTE Welding Equipment and Supplies
13. Approve Purchase of CTE Digital Communications Equipment and Supplies
14. Approve Purchase of CTE Cosmetology Equipment and Supplies
15. Approve Purchase of Computer Technology for Career and Technology Education (CTE) Classrooms
16. Approve Architectural Design Services for the West Side Operations Facility

17. Approve Architectural Design Services for an Automatic Bus Wash Facility for Clark Field Bus Transportation Center
18. Approve Architectural Design Services for District Warehouse Located at 4200 Lubbock Avenue
19. Approve Renewal of E-Rate Consulting Services for the 2020-2021 School Year
20. Approve Agreement for 24-Hour Cybersecurity Operation Services
21. Approve Purchase of Eduthings Program
22. Approve Purchase of Certiport Licenses
- C. Approve 2019-2020 Final Budget Amendment and Operational Transfer
- D. Approve Renewal of Internet Access Services (E-Rate Eligible)
- E. Approve Funds Transfer Agreement Between Child Care Associates and Fort Worth Independent School District for Childcare Services for the 2020-2021 School Year
- F. Approve Texas Christian University Dietetic Internship Program with the Child Nutrition Services Department
- G. Approve First Reading-Revisions to Board Policy EIC(LOCAL)
- H. Approve Pathways in Technology Early College High School (PTECH) Agreement with James L. West Center for Dementia Care
- I. Approve Memorandum of Understanding Between Fort Worth ISD and Bell Textron Inc.
- J. Approve Memorandum of Understanding Between Fort Worth ISD and Polytechnic Education PTECH Academy
- K. Approve Memorandum of Understanding Between Fort Worth ISD and Oncor LLC
- L. Approve Memorandum of Understanding Between Fort Worth ISD and the University of North Texas
- M. Approve Memorandum of Understanding Between Fort Worth ISD and McAfee LLC
- N. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Paschal High School Job No. 010-212 in Conjunction with the 2017 Capital Improvement Program
- O. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Trimble Tech High School Job No. 011-211 in Conjunction with the 2017 Capital Improvement Program
- P. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Benbrook Middle/High School Job No. 071-102 in Conjunction with the 2017 Capital Improvement Program
- Q. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Amon Carter-Riverside High School Job No. 001-102 in Conjunction with the 2017 Capital Improvement Program
- R. Approve Additional Spending Authority for Job Order Contracting (JOC) HAZMAT Abatement Services for Job No. 006-202 at Eastern Hills High School in Conjunction with the 2017 Capital Improvement Program
- S. Approve Authorization to Enter into a Contract for Job Order Contracting (JOC) Services for Job No. 071-001 at Benbrook Middle/High School Baseball/Softball Fields in Conjunction with the 2017 Capital Improvement Program

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

Regular meeting concluded at 5:59pm to move to Executive Session.

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

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

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. Certified Health Science Teacher
2. Deputy Superintendent
3. Chief Talent Officer
4. Chief Innovation Officer
5. Executive Directors, PK-12 School Leadership
6. Executive Director, Parent Partnerships
7. Executive Director, Instructional Initiatives
8. Executive Director, Personalized Learning and Enrichment
9. Executive Director, K-12 Social Studies and Curricular Support

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - WEBINAR

The meeting was reconvened at 6:35 p.m.

12. ACCEPT CONSENT AGENDA ITEMS

Motion was made by Tobi Jackson, seconded by, Anael Luebanos to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

Consent Agenda Item B6, Approve Annual Renewal of Wide Area Network Services for 2020-2021 School Year (E-Rate Eligible)

Motion was made by Tobi Jackson, seconded by, CJ Evans.

The motion was approved 7 For, 0 Against and 1 Abstain.

B. Personnel

1. Deputy Superintendent
2. Chief Talent Officer
3. Chief Innovation Officer
4. Executive Directors, PK-12 School Leadership
5. Executive Director, Parent Partnerships
6. Executive Director, Instructional Initiatives
7. Executive Director, Personalized Learning and Enrichment
8. Executive Director, K-12 Social Studies and Curricular Support

Motion was made by Anael Luebanos to approve all Superintendent recommendations for items 1-8 under Personnel as discussed in closed session, seconded by, Ashley Paz.

The motion was approved unanimously.

Dr. Scribner introduced Karen Molinar, current Chief of Staff, as the Deputy Superintendent; Kermit Spears, former Chief of Human Resources at Fort Bend ISD and Corporate Director of the Dell Corporation, as Chief Talent Officer; David Saenz, current Senior Officer of the Office of Innovation, as Chief Innovation Officer.

Hilda Caballero, Miguel Elizondo, Ahna Gomez, Susan Hernandez, Todd Koppes, Marion Mouton, Enedia Padro, Valencia Rhines, Rian Townsend, and Deborah Traylor as PK-12 School Leadership Executive Directors.

Marta Plata as Executive Director of Parent Partnerships; Jamie Crosen as Executive Director of Instructional Initiatives; Benjamin Leos as Executive Director of Personalized Learning and Enrichment; and Joseph Niedziela as Executive Director of K-12 Social Studies and Curricular Support.

14. ACTION AGENDA ITEMS

- A. Discussion and Action to Approve Purchase of the Big Thought, LLC Technical Assistance Contract to Assist in the Re-Design of Metro Opportunity High School

Motion was made by Anne Darr, seconded by Ashley Paz.

The motion was unanimously approved.

- B. Discussion and Action to Approve Payment of the June 2020 Invoice for the Administrative Support and Professional Services of the Leadership Academy Network/Texas Wesleyan Management Team

Motion was made by Tobi Jackson, seconded by Daphne Brookins.

Comments made by Tobi Jackson and Daphne Brookins.

The motion was unanimously approved.

- C. Discussion and Action to Approve Renewal of the Curriculum Services Package TEKS Resources Subscription Through Region 11

Motion was made by CJ Evans, seconded by Anael Luebanos.

The motion passes with 7 For, 0 Against, 1 Abstain

- D. Discussion and Action to Approve Renewal of Eduphoria Premium Suite and Related Services with Region 11

Motion was made by Anael Luebanos, seconded by Tobi Jackson.

The motion passes with 7 For, 0 Against, 1 Abstain

- E. Discussion and Action to Approve Waiving First Reading and Revisions to Board Policy EHBC(LOCAL)

Motion was made by Anne Darr, seconded by Ashley Paz.

Questions asked by Tobi Jackson and CJ Evans and addressed by Deputy Superintendent Karen Molinar.

The motion passes with 7 For, 0 Against

- F. Discussion and Action to Approve District Teaching Permit for Non-Core CTE Courses

Motion was made by Tobi Jackson, seconded by Anael Luebanos.

Comment made by Tobi Jackson

The motion passes with 8 For, 0 Against

G. Discussion and Action to Approve Memorandum of Understanding Between Fort Worth ISD and Workforce Solutions for Tarrant County

Motion was made by Ashley Paz, seconded by CJ Evans.

Comment made by Daphne Brookins.

The motion passes with 7 For, 0 Against, 1 Abstain

H. Discussion and Action to Approve Nomination of Representative to Serve on the Texas Association of School Boards (TASB) Board of Directors

Motion was made by Anael Luebanos to nominate Jacinto Ramos as representative to serve on the Texas Association of School Boards (TASB) Board of Directors, seconded by Tobi Jackson.

Comments made by Tobi Jackson, Anne Darr, Ashley Paz, and Jacinto Ramos.

The motion passes unanimously.

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

Tobi Jackson
Quinton Phillips
Daphne Brookins
CJ Evans
Anne Darr
Anael Luebanos
Dr. Kent Scribner
Jacinto Ramos

16. ADJOURN

The meeting was adjourned at 7:16 p.m.

Amanda Coleman, PhD
Policy and Planning

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

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP) FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with school districts in Tarrant County, will provide Juvenile Justice. Alternative Education Program as specified in Chapter 37 of the Texas Education Code; either through the direct provisions of services or a contractual agreement with an education provider. The Memorandum of Understanding between the Juvenile Board and the districts of Tarrant County outlines the financial and other operational arrangements between the two entities. FWISD will pay \$129.00 per day for students that may be expelled under Chapter 37.007 (b), (c), (f), or removed under 37.309.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Juvenile Alternative Education Program (JJAEP) for the 2020-2021 School Year
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and the Juvenile Alternative Education Program (JJAEP) for the 2020-2021 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and the Juvenile Alternative Education Program (JJAEP) for the 2020-2021 School Year

FUNDING SOURCE

Additional Details

General Fund

199-95-6223-001-999-24-393-000000

COST:

Not to Exceed \$142,000

VENDOR:

Tarrant County Juvenile Justice Alternative Education Program

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Secondary Schools

RATIONALE:

Chapter 37 of the Texas Education Requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

INFORMATION SOURCE:

Cherie Washington

Attachment "A"

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

Term of Agreement: August 1, 2020 – July 31, 2021

TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Eules Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, immunization record, special education records including recent admission

review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2020 to July 31, 2021, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125.00 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or

probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison**: The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation**: Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program**: The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review**: The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan**: The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education/ESL/504 Services**: The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided by the JJAEP will be provided by the school

district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending districts.

The JJAEP must be notified, in writing at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending district.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2020, and will end on July 31, 2021.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Attachment A

JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a viable estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

Projected # of new discretionary referrals to the JJAEP for the 2020/2021 School Year:

Priority 1

of new discretionary Title 5 felonies and registered sex offender referrals:

5

Priority 2

of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

8

Priority 3

of other new discretionary referrals, such as serious misbehavior while in a DAEP:

15

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2020/2021 School Year:

28

Fort Worth ISD

District

Kelli Jantson

District Liaison Signature

Date

Executed on the _____ day of _____, 2020.

_____ Independent School District Tarrant County

By: _____
Board of Trustees, President

By: 
Juvenile Board, Chairman

Attest:

By: 
Director, Juvenile Services

By: _____
Board of Trustees, Secretary

Recommended:

By: _____
Superintendent

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY FOR JUVENILE TEACHING SERVICES FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for adjudicated and expelled students under probation; subject to the approval of the Texas Juvenile Probation Commission.

This contract for services is between Tarrant County, Texas, referred to as “County” and FWISD referred to as “Provider”, for the provision of carrying out requirements of Chapter 37, Texas Education Code. The County and Provider desire to enter this contract, whereby the provider will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program.

The Tarrant County Juvenile Board, through Tarrant County Juvenile Services, will reimburse FWISD for teachers and administrator expenses in an amount not to exceed \$522,545 per school year. FWISD will provide one Coordinator of Educational Services, four full-time certified teachers, and one full-time certified special education teacher. If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this contract amount may be increased to that extent.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2020-2021 School Year
2. Decline to Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2020-2021 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2020-2021 School Year

FUNDING SOURCE

Additional Details

Special Revenue

499-11-6119-001-040-24-776-000000-21376

COST:

\$522,545

VENDOR:

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

Secondary School Leadership

RATIONALE:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

INFORMATION SOURCE:

Cherie Washington



STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

JUVENILE SERVICES CONTRACT
FOR TEACHING SERVICES
WITH FORT WORTH ISD

BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Fort Worth Independent School District, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37, Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Four (4) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "**Attachment "A"**" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Kenneth Harris, JJAEP Administrator, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-2522, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

2 TERM

This Contract will begin on September 1, 2020 and concludes on August 31, 2021. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:

- 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
- 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.3.1 Provide, supervise and evaluate Coordinator(s) of Educational Services, 4 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
 - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
 - 3.3.3 Coordinate, organize and administer state mandated testing, including TAKS, STAAR and End of Course.
 - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
 - 3.4.2 Maintain a minimum of 85% successful program completion rate.
 - 3.4.3 Achieve a minimum of 80% daily attendance rate.

4 COST

COUNTY will pay not more than \$522,545.00 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Kenneth Harris, 2701 Kimbo Road, Fort Worth, TX 76111 or KHarris@tarrantcounty.com;
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
- 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

11 DISCLOSURE OF INFORMATION

- 11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.
- 11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
 - 11.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - 11.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

- 11.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
 - 11.1.5 Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 11.1.6 The identity of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - 11.1.7 The identify of any of PROVIDER’S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
- 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
 - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER’S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

16 LIQUIDATED DAMAGES

- 16.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 16.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

18 TERMINATION

- 18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
 - 18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
 - 18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

19 PARTIES ADDRESSES

COUNTY

Judge B. Glen Whitley
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

PROVIDER

Dr. Kent Paredes Scribner
Superintendent, Fort Worth ISD
100 North University Dr., Suite 150
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

22 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to insure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Contract, party's agent, or party's employee, otherwise provided by law.

23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

- 23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;
- 23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and
- 23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant

- for all services provided pursuant to this Contract.
- 26.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. (**Attachment “B” – Goals and Outcomes**)
- 26.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment “C” - Family Code 231.006**)
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “D”)**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER’S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 26.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or

written or oral Contract between the parties regarding the within subject matter.

29 AMENDMENTS

- 29.1 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.
- 29.2 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

30 DISCLOSURE OF INTERESTED PARTIES

The Fort Worth Independent School District acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____ day of _____, 2020, by Commissioners Court Order Number _____
_____.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Contract was formally approved by **Fort Worth Independent School District**, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on _____

Signature: _____

NAME: Dr. Kent Paredes Scribner

TITLE/ENTITY: Superintendent, Fort Worth ISD


ADDRESS: 100 North University, Suite 150

Fort Worth, TX 76107

PHONE: _____ FAX: _____

TARRANT COUNTY JUVENILE BOARD:

This Contract was formally approved by the **Tarrant County Juvenile Board**, the entity authorized to bind TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on _____.

SIGNATURE:  _____
NAME: John Chupp, 141st District Court
TITLE/ENTITY: Juvenile Board Chair
ADDRESS: 100 N Calhoun St, 3rd Floor Tom Vandergriff Civil Court
Fort Worth, TX 76196
PHONE: 817-884-1992

TARRANT COUNTY, TEXAS:

This Contract was formally approved by the **Tarrant County Commissioners Court**, the entity authorized to bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on _____.

SIGNATURE: _____
NAME: B. Glen Whitley
TITLE/ENTITY: Tarrant County Judge
ADDRESS: 100 East Weatherford Street
Fort Worth, TX 76196-0101
PHONE: 817-884-1441 FAX: 817-884-2793

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$522,545.00:**

Grant-2004/P0027-2021/2610115000/569001

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly C. Wesley

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE AGREEMENT BETWEEN AVID CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND:

This is a renewal of an existing contract. The Advancement Via Individual Determination (AVID) College Readiness System provides support for first generation college students in the areas of time management, organization, critical thinking and problem solving, planning and goal setting. It supports academic achievement for all students on campuses where it is implemented with fidelity and guarantees college readiness for students enrolled in the AVID elective for three or more years. AVID students are provided with tutors to facilitate inquiry-based group tutorial sessions. They also visit colleges to gain an understanding of the collegiate environment as well as eligibility requirements and admissions protocols. There will be 26 secondary AVID sites in FWISD for the 2020-21 school year (effective July 1, 2020-June 30, 2021).

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Agreement Between AVID Center and Fort Worth Independent School System for the 2020-21 School Year
2. Decline to Approve Agreement Between AVID Center and Fort Worth Independent School System for the 2020-21 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Agreement Between AVID Center and Fort Worth Independent School System for the 2020-21 School Year

FUNDING SOURCE

Additional Details

General Fund	199-11-6299-OWV-XXX-24-378-00000.....	\$3,529.00
	199-11-6299-OWV-002-24-378-00000.....	\$3,529.00
	199-11-6299-OWV-071-24-378-00000.....	\$3,529.00
	199-11-6299-OWV-004-24-378-00000.....	\$3,529.00
	199-11-6299-OWV-042-24-378-00000.....	\$3,529.00

199-11-6299-OWV-006-24-378-00000.....	\$3,529.00
199-11-6299-OWV-045-24-378-00000.....	\$3,529.00
199-11-6299-OWV-011-24-378-00000.....	\$3,529.00
199-11-6299-OWV-044-24-378-00000.....	\$3,529.00
199-11-6299-OWV-085-24-378-00000.....	\$3,529.00
199-11-6299-OWV-052-24-378-00000.....	\$3,529.00
199-11-6299-OWV-054-24-378-00000.....	\$3,529.00
199-11-6299-OWV-008-24-378-00000.....	\$3,529.00
199-11-6299-OWV-016-24-378-00000.....	\$3,529.00
199-11-6299-OWV-005-24-378-00000.....	\$3,529.00
199-11-6299-OWV-009-24-378-00000.....	\$3,529.00
199-11-6299-OWV-010-24-378-00000.....	\$3,529.00
199-11-6299-OWV-056-24-378-00000.....	\$3,529.00
199-11-6299-OWV-057-24-378-00000.....	\$3,529.00
199-11-6299-OWV-003-24-378-00000.....	\$3,529.00
199-11-6299-OWV-014-24-378-00000.....	\$3,529.00
199-11-6299-OWV-058-24-378-00000.....	\$3,529.00
199-11-6299-OWV-015-24-378-00000.....	\$3,529.00
199-11-6299-OWV-048-24-378-00000.....	\$15,069.00
199-11-6299-OWV-084-24-378-00000.....	\$3,529.00
199-11-6299-OWV-083-24-378-00000.....	\$3,529.00

COST:

\$103,294.00

VENDOR:

AVID Center

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas - Lewisville ISD RFP F1003-14. 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

Amon Carter-Riverside High School
Arlington Heights High School
Benbrook Middle/High School
Diamond Hill-Jarvis High School
E.M. Daggett Middle School
Eastern Hills High School
Green B. Trimble Technical High School
J.P. Elder Middle School
Leadership Academy at Forest Oak
Marine Creek Collegiate High School
Meadowbrook Middle School
Morningside Middle School
North Side High School
O.D. Wyatt High School
Paul Laurence Dunbar High School
Polytechnic High School
R.L. Paschal High School
Riverside Middle School
Rosemont Middle School
South Hills High School
Southwest High School
WC Stripling Middle School
Western Hills High School
William James Middle School
World Languages Institute
Young Men's Leadership Academy

RATIONALE:

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

INFORMATION SOURCE:

David Saenz

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-79492
 Client: Fort Worth Independent School District
 Address: 100 N University Dr
 Fort Worth, TX 76107

AVID Center Representative: Amy Chapman
 Phone: (972) 591-2518
 Email: achapman@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Amon Carter-Riverside High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Amon Carter-Riverside High Sch SUBTOTAL:				\$3,529.00

Arlington Heights High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Arlington Heights High School SUBTOTAL:				\$3,529.00

Benbrook Middle High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Benbrook Middle High School SUBTOTAL:				\$3,529.00

Diamond Hill-Jarvis High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Diamond Hill-Jarvis High Sch SUBTOTAL:				\$3,529.00

E M Daggett Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Diamond Hill-Jarvis High Sch SUBTOTAL:				\$3,529.00

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1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
E M Daggett Middle School SUBTOTAL:				\$3,529.00

Eastern Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Eastern Hills High School SUBTOTAL:				\$3,529.00

Forest Oak Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Forest Oak Middle School SUBTOTAL:				\$3,529.00

Green B Trimble Tech High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Green B Trimble Tech High Sch SUBTOTAL:				\$3,529.00

J P Elder Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
J P Elder Middle School SUBTOTAL:				\$3,529.00

Marine Creek Collegiate HS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Marine Creek Collegiate HS SUBTOTAL:				\$3,529.00

Meadowbrook Middle School				
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QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Meadowbrook Middle School SUBTOTAL:				\$3,529.00

Morningside Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Morningside Middle School SUBTOTAL:				\$3,529.00

North Side High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
North Side High School SUBTOTAL:				\$3,529.00

O D Wyatt High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
O D Wyatt High School SUBTOTAL:				\$3,529.00

Paul Laurence Dunbar High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Paul Laurence Dunbar High Sch SUBTOTAL:				\$3,529.00

Polytechnic High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Polytechnic High School SUBTOTAL:				\$3,529.00

R L Paschal High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
R L Paschal High School SUBTOTAL:				\$3,529.00

Riverside Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Riverside Middle School SUBTOTAL:				\$3,529.00

Rosemont Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Rosemont Middle School SUBTOTAL:				\$3,529.00

South Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
South Hills High School SUBTOTAL:				\$3,529.00

Southwest High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Southwest High School SUBTOTAL:				\$3,529.00

W C Stripling Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
W C Stripling Middle School SUBTOTAL:				\$3,529.00

Western Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Western Hills High School SUBTOTAL:				\$3,529.00

William James Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
1	AVID Secondary Library Package	\$4,590.00	\$0.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$750.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$0.00
8	AVID Summer Institute Registration Fee	\$925.00	\$600.00	\$6,800.00
William James Middle School SUBTOTAL:				\$15,069.00

World Languages Institute				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
World Languages Institute SUBTOTAL:				\$3,529.00

Young Men's Leadership Academy				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$3,529.00
Young Men's Leadership Academy SUBTOTAL:				\$3,529.00

TOTAL: \$103,294.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs)

2020 - 2021 Fort Worth Independent School District Drafted: 05/14/2020

specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

For all 2020-1 contracts, if your teams cannot attend a Summer Institute, your registrations will be converted to an AVID Digital Experience. This new impactful professional learning experience starts with three days of online interactions and will extend into a year-long professional learning journey. Details can be found at <https://avidxp.org/>.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Fort Worth Independent School
District

DS 06/24/2020

DocuSigned by:
David S. Greulich
ECA0599C066044D...
Signature: _____
Print Name: David S. Greulich

Signature: *David Saenz*
Print Name: David Saenz, Ed.D.
Email Address: david.saenz@fwisd.org

Title: Controller

Title: Chief Innovation Officer

Date: 5/20/2020 | 11:55 AM PDT

Date: 06/25/2020

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) **Confidentiality.** Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4.

(b) **Exceptions.** The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT

HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder for services actually rendered and shall remain liable for its obligations, or other actions, that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under Texas law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of Tarrant County, Texas shall have the exclusive jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation in Tarrant County, Texas. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

9.5. **Force Majeure.** Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.6. **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.7. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.8. **Waiver.** The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.9. **No Third-Party Beneficiaries.** Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.10. **No Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.11. **Amendment.** No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.12. **Headings; Construction.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.13. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE RENEWAL OF ELECTRONIC VISITOR MANAGEMENT SYSTEM FOR DISTRICT CAMPUSES AND ADMINISTRATIVE FACILITIES

BACKGROUND:

The annual renewal fee for the electronic visitor management system from Raptor Technologies, LLC is due for the 2020-2021 school year. The system is used in District schools and administrative facilities, whereby a visitor's identification may be scanned, cross-referenced in national and local sex offender registries, allowing visitor badges to be printed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Electronic Visitor Management System for District Campuses and Administrative Facilities
2. Decline to Approve Renewal of Electronic Visitor Management System for District Campuses and Administrative Facilities
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal Electronic Visitor Management System for District Campuses and Administrative Facilities

FUNDING SOURCE

General Fund

Additional Details

199-52-6399-001-999-99-390-000000

COST:

\$77,104.12

VENDOR:

Raptor Technologies, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid Number: 15-098

Number of Bid/Proposal received: 43

HUB Firms: 8

Compliant Bids: 43

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 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

Safety and Security

School Campuses

Administration Building and Professional Development Center

RATIONALE:

The renewal will provide continued support for the visitor management surveillance system. This system, with the District staff, will assist in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Art Cavazos

Your Service Ends On
 9/1/2020
 To avoid loss of service, please pay renewal fee on
 or before the above service end date.

Renewal Notice

Bill To ::

Fort Worth ISD
 Accounts Payable
 100 N University, Suite NW 140-E
 Fort Worth, TX 76107-1300

Ship To ::

Fort Worth ISD
 Accounts Payable
 100 N University, Suite NW 140-E
 Fort Worth, TX 76107-1300

Terms
Renewal (2M)

"Protect Every Child, Every School, Every Day"

Federal Tax ID # 45-4914152

Description	Quantity	Price Each	Amount
One (1) Year Raptor 6 Annual Access Fee Renewal (\$550 per location). See attached building list. Vanessa.Galvan@fwisd.org; Edward.Mcginley@fwisd.org	137	550.00	75,350.00
<i>E-mail Purchase Order to renew@raptortech.com.</i> <i>For Credit Card payment e-mail renewal number, district and school name to renew@raptortech.com</i> <i>Check Remittance Address: Dept 141 ::PO Box 4458:: Houston, TX :: 77210-4458</i>		Total	\$75,350.00

TERMS AND CONDITIONS:

- All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement which can be found at www.raptortech.com/SubscriptionAgreement.html
- Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
- Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
- Please be aware that sales and use tax may apply and you may be required to remit use tax on this purchase based on your state tax rules.



THE GOLD STANDARD IN SCHOOL SAFETY

Protect Every Child, Every School, Every Day
 Federal Tax ID #45-4914152
 GSA: GS-07F-127BA
 Buyboard: 579-19

Opportunity Owner Trent Johnstone
 Quote Number 202006-33810
 Created Date 6/22/2020
 Expiration Date 7/31/2020

Account Name Fort Worth ISD

Billing Address 100 N. University Dr
 Fort Worth, TX 76107
 United States

Product	Product Description	Sales Price	Quantity	Total Price
Prorated Monthly Visitor Management Access Fee	One (1) month Raptor Visitor Management Software Monthly Access Fee (per location). ONLY USED FOR PRORATING PURPOSES.	\$49.58	14.00	\$694.12
Implementation Fee	One-time fee for implementation (per location).	\$350.00	1.00	\$350.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	\$495.00	1.00	\$495.00
Dymo 450 Turbo Label Printer	Printer for either visitor badges or student tardy passes -- 2 year limited warranty	\$139.00	1.00	\$139.00
Raptor Visitor Badges (White) Box	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	\$50.00	1.00	\$50.00
Shipping and Handling Fee	Required on all new orders.	\$26.00	1.00	\$26.00
Remote Training Fee	Remote web- and phone-based training (per location).	\$125.00	1.00	\$125.00
Training Discount	Discount on either onsite or remote product training.	(\$125.00)	1.00	(\$125.00)

Grand Total \$1,754.12

Please kindly e-mail accounting, customer, and order requests as follows. We will provide results in 24 hours or sooner unless there are unforeseen issues.

New System Purchase Orders: newsales@raptortech.com
 Existing Customer Purchase Orders: orders@raptortech.com
 Renewal Requests: renew@raptortech.com
 Quote Requests: quotes@raptortech.com
 Vendor Forms: accounting@raptortech.com
 Tracking Requests: accounting@raptortech.com
 Order Questions: accounting@raptortech.com
 REMIT CHECK PAYMENTS TO:
 Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458
 For any other questions, please email accounting@raptortech.com

TERMS AND CONDITIONS:

1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
3. All purchases from Raptor are subject to the terms and conditions of the Raptor 57 Subscription Agreement, which can be found at <https://raptortech.com/agreement/>

District Name	Building Name
Fort Worth ISD	A.M. Pate Elementary
Fort Worth ISD	Alice Carlson Elementary
Fort Worth ISD	Amon Carter - Riverside High School
Fort Worth ISD	Applied Learning Academy
Fort Worth ISD	Arlington Heights High School
Fort Worth ISD	Atwood McDonald Elementary
Fort Worth ISD	Benbrook Elementary
Fort Worth ISD	Benbrook Middle/High School
Fort Worth ISD	Bill Elliot Elementary
Fort Worth ISD	Bonnie Brae Elementary
Fort Worth ISD	Bruce Shulkey Elementary
Fort Worth ISD	Burton Hill Elementary
Fort Worth ISD	Carroll Peak Elementary
Fort Worth ISD	Carter Park Elementary
Fort Worth ISD	Cesar Chavez Elementary
Fort Worth ISD	Charles Nash Elementary
Fort Worth ISD	Christene Moss Elementary
Fort Worth ISD	Clifford Davis Elementary
Fort Worth ISD	Como Elementary
Fort Worth ISD	Como Montessori
Fort Worth ISD	Contreras Elementary
Fort Worth ISD	D. McRae Elementary
Fort Worth ISD	Daggett Elementary
Fort Worth ISD	Daggett Middle School
Fort Worth ISD	Daggett Montessori
Fort Worth ISD	David Sellars Elementary
Fort Worth ISD	De Zavala Elementary
Fort Worth ISD	Diamond Hill Elementary
Fort Worth ISD	Diamond Hill-Jarvis High School
Fort Worth ISD	Dolores Huerta Elementary
Fort Worth ISD	Dunbar High School
Fort Worth ISD	East Handley Elementary
Fort Worth ISD	Eastern Hills Elementary
Fort Worth ISD	Eastern Hills High School
Fort Worth ISD	Edward J Briscoe Elementary
Fort Worth ISD	Forest Oak Middle School
Fort Worth ISD	George Clarke Elementary
Fort Worth ISD	Glen Park Elementary
Fort Worth ISD	Glencrest 6th Grade Center
Fort Worth ISD	Greenbriar Elementary
Fort Worth ISD	Handley Middle School
Fort Worth ISD	Harlean Beal Elementary
Fort Worth ISD	Hazel Harvey Peace Elementary
Fort Worth ISD	Helbing Elementary
Fort Worth ISD	Hubbard Heights Elementary
Fort Worth ISD	I.M. Terrell Academy
Fort Worth ISD	International Newcomer Academy
Fort Worth ISD	Jacquet Middle School

Fort Worth ISD	Jo Kelly School
Fort Worth ISD	John T. White Elementary
Fort Worth ISD	JP Elder Middle School
Fort Worth ISD	Kirkpatrick Elementary
Fort Worth ISD	Kirkpatrick Middle School
Fort Worth ISD	Leonard Middle School
Fort Worth ISD	Lily Clayton Elementary
Fort Worth ISD	Lowery Road Elementary
Fort Worth ISD	Luella Merrett Elementary
Fort Worth ISD	M. G. Ellis Primary School
Fort Worth ISD	Manuel Jara Elementary
Fort Worth ISD	Marine Creek Collegiate High School
Fort Worth ISD	Mary Louise Phillips Elementary
Fort Worth ISD	Maude Logan Elementary
Fort Worth ISD	Maudrie Walton Elementary
Fort Worth ISD	McClung Middle School
Fort Worth ISD	McLean 6th Grade Center
Fort Worth ISD	McLean Middle School
Fort Worth ISD	Meacham Middle School
Fort Worth ISD	Meadowbrook Elementary
Fort Worth ISD	Meadowbrook Middle School
Fort Worth ISD	Metro Opportunity
Fort Worth ISD	Middle Level Learning Center
Fort Worth ISD	Mitchell Boulevard Elementary
Fort Worth ISD	Monnig Middle School
Fort Worth ISD	Moore Elementary
Fort Worth ISD	Morningside Elementary
Fort Worth ISD	Morningside Middle School
Fort Worth ISD	Natha Howell Elementary
Fort Worth ISD	North Hi Mount Elementary
Fort Worth ISD	North Side High School
Fort Worth ISD	O.D. Wyatt High School
Fort Worth ISD	Oakhurst Elementary
Fort Worth ISD	Oaklawn Elementary
Fort Worth ISD	Overtonpark Elementary
Fort Worth ISD	Paschal High School
Fort Worth ISD	Polytechnic High School
Fort Worth ISD	Richard Wilson Elementary
Fort Worth ISD	Ridglea Hills Elementary
Fort Worth ISD	Riverside ALC
Fort Worth ISD	Riverside Middle School
Fort Worth ISD	Rosemont 6th Grade Center
Fort Worth ISD	Rosemont Elementary
Fort Worth ISD	Rosemont Middle School
Fort Worth ISD	Rufino Mendoza Elementary
Fort Worth ISD	S. S. Dillow Elementary
Fort Worth ISD	Sagamore Hill Elementary
Fort Worth ISD	Sam Rosen Elementary
Fort Worth ISD	Seminary Hills Park Elementary

Fort Worth ISD	South Hi Mount Elementary
Fort Worth ISD	South Hills Elementary
Fort Worth ISD	South Hills High School
Fort Worth ISD	Southwest High School
Fort Worth ISD	Springdale Elementary
Fort Worth ISD	Stevens Elementary
Fort Worth ISD	Stripling Middle School
Fort Worth ISD	Success High School
Fort Worth ISD	Sunrise-McMillan Elementary
Fort Worth ISD	TA Sims Elementary
Fort Worth ISD	TABS High School
Fort Worth ISD	Tanglewood Elementary
Fort Worth ISD	TCC South Campus
Fort Worth ISD	Transition Center/College Program
Fort Worth ISD	Trimble Tech High School
Fort Worth ISD	Van Zandt-Guinn Elementary
Fort Worth ISD	Versia Williams Elementary
Fort Worth ISD	W. J. Turner Elementary
Fort Worth ISD	W. M. Green Elementary
Fort Worth ISD	Washington Heights Elementary
Fort Worth ISD	Waverly Park Elementary
Fort Worth ISD	Wedgwood 6th Grade Center
Fort Worth ISD	Wedgwood Middle School
Fort Worth ISD	West Handley Elementary
Fort Worth ISD	Westcliff Elementary
Fort Worth ISD	Westcreek Elementary
Fort Worth ISD	Western Hills Elementary
Fort Worth ISD	Western Hills High School
Fort Worth ISD	Western Hills Primary
Fort Worth ISD	Westpark Elementary
Fort Worth ISD	William James Middle School
Fort Worth ISD	Woodway Elementary
Fort Worth ISD	World Languages Institute
Fort Worth ISD	Worth Heights Elementary
Fort Worth ISD	Young Men's Leadership Academy
Fort Worth ISD	Young Women's Leadership
Fort Worth ISD	Z1-Admin Building-Info Desk
Fort Worth ISD	Z2-Admin Building-HCM
Fort Worth ISD	Z3-Admin Building-PDC
Fort Worth ISD	Z4-Admin Building-Student Discipline
Fort Worth ISD	Z-District Volunteers

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: **APPROVE AGENCIES PROVIDING SIGN LANGUAGE
INTERPRETING SERVICES****

BACKGROUND:

Special education students with auditory impairments require sign language interpreting services as per their Individualized Education Plan (IEP). The initial period of this agreement shall be from date of award through June 30, 2021, with the option to extend this agreement for five (5) additional years in one-year increments and contingent upon funding.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Agencies Providing Sign Language Interpreting Services
2. Decline to Approve Agencies Providing Sign Language Interpreting Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Agencies Providing Sign Language Interpreting Services

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-001-193-23-513-000000-21F13

COST:

\$265,000.00 (Annual Expense)

VENDORS:

Ally Interpreting
American Sign Language
Cross Country Education
DAC Interpreting
Hired Hands, Inc.
Karasch and Associates
King Interpreting Services, LLC
Monique Castro
New Language Capital, LLC
SignGlasses
Signs2Go Interpreting and Support
The Stepping Stones Group
Texas Interpreting Services
Therapia Staffing, LLC
Translation & Interpretation Network
Universe Technical Translation, Inc

PURCHASING MECHANISM

Bid/Proposal Statistics
Bid Number: 20-054
Number of Bid/Proposals received: 17
HUB Firms: 6
Compliant Bids: 16

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 listed above responded to this solicitation and have been qualified to provide services per specifications of proposal.

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:

Enhance special education students' opportunity to access instruction through the assistance of a sign language interpreter and meet their Individualized Educational Program.

INFORMATION SOURCE:

Jerry Moore

American Sign Language Services, Inc.
504 W. Redbud Drive
Hurst, Texas 76053
lcinterpreter@hotmail.com
817-692-5450

Rates and Services 2020-2021

- 1. SCHEDULING INTERPRETERS:** Any assignment lasting longer than 1 ½ hours may require two (2) interpreters, unless the assignment is approved by our office for one (1) interpreter. Similarly, a team of more than one may be needed to meet the varying needs of the consumer involved. For all day assignments lunch is a working hour.
- 2. TRAVEL TIME AND MINIMUM CHARGE:** Fees for services within Tarrant County will include interpreting time, and travel time with a two hour minimum and parking, if applicable. Fees for services out of Tarrant County will include portal to portal charges with a minimum of a two hour travel time. Fees for out of Tarrant County include interpreting time, and travel time with a three hour minimum.
- 3. RATES FOR SERVICES:** A minimum will be charged in Tarrant County, as described in clause #2.

Weekdays	\$50.00	8:00 am – 5:00 pm
After Hours	\$60.00	5:00 pm – 8:00 am
Weekends	\$70.00	Fridays – 5:00 - Mondays 8:00 am

- 4. CANCELLATION:** Cancellation made of less than forty-eight hours (48) hours will carry a FULL FEE CHARGE for each interpreter assigned. The 48 hours is counted during the work week only, excluding the weekend.
- 5. ESTIMATION OF DURATION OF APPOINTMENT:** Every effort should be made to accurately estimate the duration of the assignment. The interpreter will accommodate according to availability, with the additional time billed in 15 minute increments. For early termination of the assignment, the cancellation clause (#4) shall be in effect. For “no show” situations when other parties don’t show up, all the time reserved for assignment shall be considered the contractual duration of the assignment.



Thank you for considering Hired Hands, Inc. for your interpreting needs. Hired Hands has been providing interpreting services in the Fort Worth-Dallas area since 1998. Our offices are centrally located in the mid-cities to conveniently provide service and support to the entire metroplex. Hired Hands is owned and operated by interpreters who are still active in the field and is supported by a full-time staff ready to assist in providing information, scheduling, coordinating, and billing support.

Our Mission:

Hired Hands, Inc. is committed to providing certified, qualified, professional, sign language interpreters who will work to ensure effective communication and access to all consumers. During our service, we strive to act as cultural mediators, advocate for equal rights, and become lifelong learners. It is our goal to bring relevance to the profession of interpreting and become its ambassadors.

Our Interpreters:

Hired Hands employs full-time and part-time interpreters who are skilled in working in various settings and with various modes of communication from American Sign Language to Signed English. Our interpreters have specific knowledge and experience in legal, medical, business, education, theatre and many other settings.

Hired Hands interpreters are either nationally certified by the Registry of Interpreters for the Deaf (RID), Texas state certified by the Board for the Evaluation of Interpreters (BEI), or both. All of our interpreters conduct all assignments following RID/NAD's Code of Professional Conduct (CPC). In addition, Hired Hands has a large number of interpreters who are legally certified and are prepared for all realms of legal and court interpreting.

Our Agency:

The Hired Hands office is open Monday through Friday 8:00am to 5:00pm. Our staff is available to answer any questions you may have about using an interpreter and can direct you to resources for information pertaining to ADA requirements, laws relating to interpreting, information about deafness including cultural and social topics, and communication access.

Our Interpreting Department makes every effort to fill all assignments. To ensure availability, three (3) to five (5) business days is recommended. We also maintain an Afterhours/Emergency phone that can accept after hours and emergency requests Monday through Friday, 5:00pm to 8:00am, weekends and holidays. We confirm all assignments the business day prior to the scheduled event. If we cannot fill your request, we will be happy to refer you to other trusted agencies who may be able to assist.

Our agency carries insurance coverage that satisfies standard outside vendor requirements. We conduct background checks and pre-employment drug screenings for all our interpreters and for those working with-in medical settings, we satisfy quality indicators mandated by the Joint Commission.

Hired Hands, Inc. is registered with the State of Texas as a Women Owned HUB, and with the Federal Government System for Award Management (SAM) as an official Trading Partner.

2020-2021 ISD Rates and Billing:

Regular	After-hours	Legal
\$52/hr	\$78/hr	\$70/hr Regular
Mon-Fri 8a-5p	Mon-Fri 5p-8a Weekend and Holiday	\$100/hr After-hours

All assignments will be charged a two (2) hour minimum in Tarrant County and a three (3) hour minimum outside of Tarrant County. Exceptions apply to counties outside of Tarrant, Dallas, and Denton. All minimums include one (1) hour of on-site time for each interpreter. Additional billing will be calculated in one-quarter hour increments for each interpreter.

Less than 24hr Request Service Change is a flat rate charge that will be applied to each interpreter request that comes in with less than twenty-four (24) BUSINESS HOURS NOTICE. This charge does not apply to legal requests or hospital emergency rooms.

Hired Hands honors a less than twenty-four (24) hour cancellation policy. Any assignments that are cancelled with less than twenty-four (24) BUSINESS HOURS NOTICE will be charged for the originally scheduled time.

Hired Hands reserves the right to determine if more than one (1) interpreter will be needed for any assignment that is: more than two (2) hours, has demanding content, or has multiple deaf participants. Hired Hands also reserves the right to determine if a Certified Deaf Interpreter (CDI) will be needed.

Business hours are recognized as being Monday through Friday 8:00am to 5:00pm. All other times will be considered after-hours and will be calculated at the *After-hours Rate*. After-hours are recognized as being; Monday through Friday 5:00pm to 8:00am, Saturdays, Sundays, and Holidays.

Thank you for your interest in our agency. Please visit our website www.HiredHandsInc.com to learn more about us or contact our office us at 817-236-3323. We would be happy to answer any questions you may have and help you to set up a service agreement so that we can start working together!

2020-2021 school year

APPENDIX B

OUR RATES

Phone: 817-294-7446

Fax: 817-294-7449

RATES AT A GLANCE						
In Tarrant County: 1hr min + 1.5hr Admin Fee	Office Hours Rates Mon-Fri 8:00am-5:00pm	After Hours Rate X 1.5 Mon-Thurs 5:00pm-8:00am	Weekend Rate X 1.75 Fri-Mon 5:00pm-8:00am	Legal Rates (situation dependent- may require multiple interpreters)	Holiday Rate X 2.0 Scheduled Events Only	-Medical -Mental Health -Emergency Room -Hospital/ Clinic -Unscheduled Events Rate: As Posted Rate X 1.75: After hours/ Weekends Rate X 2.0: Holidays
Outside Tarrant County: 1hr min + 2hr Travel + Admin Fee (+ mileage @.40 per mile when applicable)						
Short Notice Fees:	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00 (ER excluded)
Level I/Basic	\$52.00 hr	\$78.00 hr	\$91.00 hr		\$104.00 hr	-\$57.00 Hr M-F during office hrs -\$99.75 Hr after hours/ weekends -\$114.00 Hr holiday
Level II/III/ Advanced/ Court Certified (limited availability)	\$52.00 hr	\$78.00 hr	\$91.00 hr	-\$77.00 Hr office hours -\$115.50 after hours -\$154.00 Holidays	\$104.00 hr	-\$57.00 Hr M-F during office hrs -\$99.75 Hr after hours/ weekends -\$114.00 Hr holiday
Level IV/V/ Master/ Court (limited availability)	\$67.00 hr	\$100.50 hr	\$117.25 hr	-\$86.00 Hr office hours -\$129.00 after hours -\$172.00 Holidays	\$134.00 hr	-\$77.00 Hr M-F during office hrs -\$134.75 Hr after hours. -\$154.00 Hr holiday
TACTILE INTERPRETERS: time specific rate. Requires 2 interpreters/Minimum 1 week notice to provide						
Interns and Practicum Students: must be accompanied by Certified Team Member at all times						
Assignment time/overtime: will be calculated in quarter hour increments for everything in excess of the minimum. Travel time + \$0.40 per mile on all assignments exceeding 50 miles from the office						
Holiday Rates-All State/Federal Holidays (for Thanksgiving/Christmas: Holiday + following day) charged from the close of business the day prior until the opening of business the following day.						

Company may be eligible to file: **TAX FORM 8826 "DISABILITY ACCESS CREDIT"** in addition to a **business operating expense deduction: Tax Form 3800 line 1g** to recoup some of the cost of providing Interpreting services. You can compare our rates to the State of Texas Rates by visiting: <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssa-maximum-rates> Visit our website for additional information: <http://www.signs2gointerpreting.com/>

Texas Interpreting Services, LLC

On-Site Interpreting Rates and Policies for Fort Worth ISD 2020 – 2021 School Year

Regular Rate (Monday-Friday 8:00 am – 5:00 pm)	Night Rate (Monday-Thursday 5:00 pm – 8:00 am)	Weekend Rate (Friday-Monday 5:00 pm – 8:00 am)
\$50.00/Hour - 2 Hour Minimum	\$60.00/Hour - 2 Hour Minimum	\$70.00/Hour - 2 Hour Minimum
<i>A minimum 1-hour travel fee will be assessed per interpreter at the applicable assignment rate.</i>		
<i>All assignments will be charged at a 2-hour minimum. Any assignment greater than 2 hours in length will be charged in 15-minute increments.</i>		

Billing Policies

Short Notice Requests: An additional \$10.00/Hour to be added to the above rates for requests made with less than 24 business hours' notice (Monday-Friday).

Cancellations: All cancellations made with fewer than 24 business hours' notice (Monday-Friday) will be subject to billing at full charge of the originally scheduled assignment less travel. TXIS is NOT open on the weekend (Friday-Monday 5:00 pm – 8:00 am) but can be reached on our Afterhours phone at 817-456-8653.

Holiday Rate: An additional \$20.00/Hour will be added to the above rates. TXIS Holidays include: New Years' Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Years' Eve.

Tactile Interpreting: An additional \$5.00/Hour will be added to the above rates. All tactile jobs greater than 30 minutes in length will require a team of 2 interpreters.

Number of Interpreters: To protect the occupational safety of our interpreters and to assure the highest quality of effective communication, assignments exceeding 1.5 hours in length MAY require a team of two (2) or more interpreters based on the nature of your request. TXIS will work with you to determine the appropriate number of interpreters needed for your assignment. Team assignments are charged per interpreter.

Reimbursable Charges: Upon approval from vendor, reasonable parking fees acquired during the assignment may be charged.

Invoices: All invoices shall be due upon receipt and will be considered past due thirty (30) days after the date of such invoice.

Discount: NET 10 - 2% Discount IF paid in full within 10 days of receipt of the invoice.

Late Fee: An additional 5% of the invoice total will be assessed for all past due invoices and will continue to accumulate every two (2) weeks until the invoice is paid in full.

Payment Options: Credit Card, Direct Deposit or Check

Office (817) 741-4441 After Hours (817) 456-8653 Fax (817) 741-4333
www.TexasInterpreting.com

INTERPRETATION
Onsite – American Sign Language

Language	Rate per Hour	Minimum Appt Time (MAT)	After MAT 15-Min Increments	Rate After Hours	Emergency Rate (less than 24- hours)
American Sign Language (ASL)	\$59.00	2 Hours	\$14.75	\$72.00	\$72.00

ASL Tactile	\$135.00	2 Hours	\$33.75	\$155.00	\$170.00
CART	\$149.00	2 Hours	\$37.25	\$159.00	\$170.00

- TIN’s business hours are 8:00am – 5:00pm Central Time, Monday-Friday.
- An appointment outside these hours or on major holidays will be considered an *After Hours* appointment.
- Any appointment canceled less than 24 hours before the start time will be charged the two-hour minimum.
- Canceled requests of 4 hours or more will carry a 4-hour minimum charge, if in less than 24 hours.
- Travel time and additional travel expenditures may be added to appointments taking place outside of TIN’s normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.

Scheduled Video Remote Interpretation (VRI)

Language	Per Minute Rate	Minimum Appointment Time (MAT)	After MAT Per Minute Rate
American Sign Language (ASL)	\$2.99	1 Hour	\$2.99

- All appointments are subject to one-hour minimum charge or the amount of time requested for the appointment.
- Any appointment canceled less than 24 hours before the start time will be charged for the minimum one hour or the amount of time requested for the appointment.
- Computer, laptop, iPad or tablet required

On Demand Video Remote Interpreting (VRI)

Language	Per minute rate
American Sign Language (ASL)	\$2.10

- Rates are negotiable based on volume
- No rounding to the nearest full minute
- Computer, laptop, iPad or Tablet required

Pricing Structure

Onsite Interpreting Services



Description	Item	Quantity	Price
K-12 Educational American Sign Language/Spanish - 2-hour minimum	\$50.00	2 Hours	\$100.00
Certified Foreign Spoken Language - Tier I - (2-hour minimum, 5-7 business day advance notice)	\$100.00	2 Hours	\$200.00
<ul style="list-style-type: none"> - Spanish - Arabic - Japanese - Korean - Chinese Mandarin - Chinese Cantonese - Russian - Somali - Vietnamese - Turkish - French 			
Certified Foreign Spoken Language - Tier II - (2-hour minimum, 7-day advance notice):	\$115.00	2 Hours	\$230.00
<p>Due to prevalence, additional recruiting time may be needed to ensure quality and certifications are confirmed.</p>			
Short-Notice Premium (less than 48-hours)	\$25.00	2 Hour	\$50.00

After-hours Premium (Before 7 a.m. and After 5 p.m. Monday through Friday and all-day Saturday and Sunday).	\$25.00	2	Hour	\$50.00
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*Travel expenses are incurred based on timing of the request and availability of service providers in the area. Should any travel expenses be incurred, they are billed in 15-minute increments (based on Service Provider's hourly rate). **A prior authorization of travel expenses are required in writing (via e-mail) from client account manager or included in the request notes in the interpreting scheduling system.

VRI and OPI

Description	Item	Quantity	Price
VRI Scheduled (15-minute minimum)	\$2.50	1 Minute	\$2.50
OPI Scheduled (15-minute minimum)	\$2.00	0 Unit	\$0.00

Translations

Description

Monique C. Castro

3416 NW 30th St. Fort Worth, TX 76106

Phone: 817- 475-5362

E-Mail: thecastros2017@gmail.com

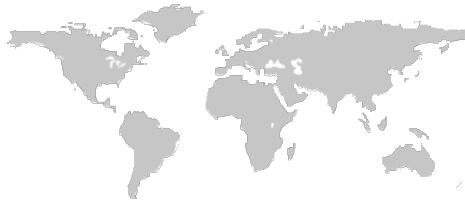
ASL INTERPRETING CONTRACT SERVICES

FEE SCHEDULE

Normal School Hours	\$40 per hour
*2-hour minimum required	
*Last-minute assignments (24 hr. notice or less)	\$45 per hour
After school hours/evenings/weekends	\$50 per hour
*2-hour minimum required	
*Last-minute assignments (24 hr. notice or less)	\$55 per hour

*Please make all checks payable to Monique Castro.

Final Graphic



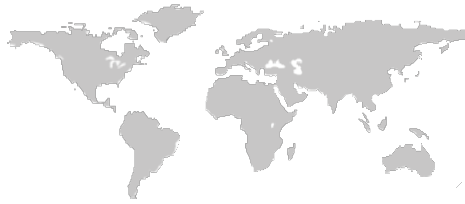
3701 Shawnee Trail
 Lake Worth, Texas 76135
 Tel: 817-506-7896 Fax: 323-482-1742

karima.homman@finalgraphic.com | www.finalgraphic.com

Price List

Service	Standard Hourly Rate	Rush Hourly Rate
Translation	Minimum hourly rate is: \$80.00 to \$90.00 (Depending on Language).	Minimum rate: \$90.00 to \$105.00 Depending on Language Rush rates applies to requests received within 24 hours.
Interpreting	\$80.00 to \$90.00 (TBD on Language). (2-hour minimum). *Spanish: \$80.00 (2-hour minimum). *Other languages including American Sign Language (ASL) and CART: \$90.00 (2-hour minimum).	Rush rates apply to requests received within 24 hours. \$90.00 to \$105.00 depending on Language (2-hour minimum) *Spanish: \$90.00 (2-hour minimum). *Other languages including American Sign Language (ASL) and CART: \$105.00 (2-hour minimum).
Graphic Design	\$65.00	\$75.00
Desktop Publishing (Formatting)	\$55.00	\$65.00
E-Learning	\$55.00	\$65.00
Transcribing	\$55.00	\$65.00
Captioning	\$55.00	\$65.00
Subtitling	\$55.00	\$65.00
Video Editing	\$55.00	\$65.00
Voice Over	\$55.00	\$65.00
English to Latin American Spanish	\$0.22 per word	\$0.25 per word
English to European Spanish	\$0.22 per word	\$0.25 per word
English to European French	\$0.23 per word	\$0.26 per word
English to Canadian French	\$0.23 per word	\$0.26 per word
English to Brazilian Portuguese	\$0.23 per word	\$0.25 per word
English to Portuguese Portugal	\$0.24 per word	\$0.26 per word
English to Korean	\$0.21 per word	\$0.24 per word
English to Mandarin Chinese	\$0.24 per word	\$0.28 per word
English to Cantonese Chinese	\$0.24 per word	\$0.28 per word
English to Thai	\$0.28 per word	\$0.32 per word
English to Vietnamese	\$0.24 per word	\$0.26 per word
English to Khmer	\$0.25 per word	\$0.28 per word
English to Japanese	\$0.24 per word	\$0.26 per word
English to Tagalog	\$0.22 per word	\$0.26 per word

Final Graphic



3701 Shawnee Trail
 Lake Worth, Texas 76135
 Tel: 817-506-7896 Fax: 323-482-1742

karima.homman@finalgraphic.com | www.finalgraphic.com

Price List

English to Russian	\$0.23 per word	\$0.27 per word
English to Ukrainian	\$0.23 per word	\$0.27 per word
English to Turkish	\$0.22 per word	\$0.27 per word
English to Greek	\$0.24 per word	\$0.26 per word
English to Lao	\$0.21 per word	\$0.24 per word
English to Italian	\$0.20 per word	\$0.22 per word
English to Haitian Creole	\$0.25 per word	\$0.27 per word
English to Burmese	\$0.22 per word	\$0.25 per word
English to Nepali	\$0.24 per word	\$0.26 per word
English to Farsi	\$0.24 per word	\$0.28 per word
English to Arabic (UAE)	\$0.25 per word	\$0.27 per word
English to Arabic (MSA)	\$0.24 per word	\$0.28 per word
English to Dari	\$0.24 per word	\$0.28 per word
English to Pashtu	\$0.24 per word	\$0.28 per word
English to Urdu	\$0.24 per word	\$0.28 per word
English to Swedish	\$0.24 per word	\$0.28 per word
English to Danish	\$0.24 per word	\$0.28 per word
English to Dutch	\$0.24 per word	\$0.28 per word
English to German	\$0.24 per word	\$0.28 per word
English to Romanian	\$0.24 per word	\$0.26 per word
English to Norwegian	\$0.23 per word	\$0.26 per word
English to Kurdish	\$0.24 per word	\$0.28 per word
English to Hebrew	\$0.24 per word	\$0.28 per word
English to Armenian	\$0.24 per word	\$0.28 per word
English to Swahili	\$0.24 per word	\$0.26 per word
English to Amharic	\$0.23 per word	\$0.26 per word
English to Tamil	\$0.24 per word	\$0.28 per word
English to Telugu	\$0.24 per word	\$0.28 per word
English to Hindi	\$0.24 per word	\$0.28 per word
English to Bengali	\$0.26 per word	\$0.28 per word
English to Gujarati	\$0.26 per word	\$0.28 per word
English to Punjabi	\$0.26 per word	\$0.28 per word
English to Bosnian	\$0.26 per word	\$0.28 per word
English to Polish	\$0.21 per word	\$0.26 per word
English to Finnish	\$0.24 per word	\$0.27 per word



SignGlasses

Interpreting Services

RFP #20-054

Fort Worth Independent School District (ISD)

May 11, 2020

Provided by:
SignGlasses, LLC
Brandon Arthur
2696 N. University Ave., #104
Provo, UT 84604
brandon@signglasses.com
(202) 302-4374



committed to being a good partner and will work to ensure deadlines are met, communication is clear, and challenges surfaced early.

Support

SG recognizes that timely support is critical when delivering communication access services. Accordingly, SG provides the ability for administrative personnel, students, faculty, and interpreters to chat in real time during a session with our support team. Further, we provide a monitored text number for administrative personnel, students, faculty, individuals, and interpreters to use in the event that they need any type of session or administrative support.

SG works preemptively to train users on how to use the SG platform, which ensures that all stakeholders have an optimal experience.

Connectivity

The SG platform facilitates remote sign language interpreting via laptop computers, tablets, mobile devices, and smart glasses. The SG platform is optimized to deliver services via a Google Chrome web browser and performs best when students have access to dedicated internet connections that exceed 10 Mbps upload and download speed.

We will provide video remote sign language interpreting to FWISD students, faculty, and members of the public utilizing our patented technology and our experience accessing the industry’s best sign language interpreters.

Cost Proposal - Bid Line Items

SG is providing a summary of our all inclusive contract fees below for Video Remote Interpretation Services.

Description	Price Per Hour
Video Remote Translation/Interpretation Services - American Sign Language	
Hourly Fee	\$72.60/hour
Half Day	\$254.10
Full Day	\$508.20
Holiday, Weekend, Events after 5 PM	\$72.60/hour



Minimum charge	\$72.60
Cancellation Fee (less than 24 hours notice)	Full scheduled time commencing with in the 24 hour period

Opportunity to Save

SG business model saves colleges and universities money by not requiring them to pay 2-hour minimums, evening/weekend fees, emergency request fees increases, or travel time. By way of example, we've included an example of a request for a sign language interpreter for a class occurring during the day that is 50-minutes in length.

Terms	Vendor A	SignGlasses
Standard Hourly Rate	\$69.00	\$72.60
Minimum service length	2 hours	1 hour
Total Cost (hourly rate X minimum):	\$138.00	\$72.60

Terms

Service Fees. All per hour service fees indicated above are per service provider. Requests of a technical nature and/or requests over 1.5 hours for interpreters requires two service providers. Service time that exceeds the scheduled time is to be billed in 15 minute increments per service provider.

Notification. SG requires no minimum advanced notice nor associated emergency fee. All requests for service are subject to captioner or transcriber.

Minimum Service Requirement. All requests for service are subject to a 60-minute minimum service fee per scheduled service provider.

Late Cancellation Fees. All sessions are subject to a 24-hour late cancellation policy and assessed per scheduled service provider.

Payment. Invoices will be paid within 60 days from invoice date. SG reserves the right to charge a late payment fee of 5% and a monthly interest charge of 1% on any undisputed invoice outstanding for more than 60 days from the invoiced date.



Bill Procedures

Invoicing. SG will invoice FWISD weekly for services delivered on behalf of FWISD. Invoices will include invoice numbers, invoice date, purchase order number, outline the services rendered and the associated fees.

If there is a dispute with an invoice, FWISD is to report disputes in writing within 5 days from the invoice date. FWISD will remit payment for undisputed invoices within sixty (60) days of the invoiced date.

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The **Stepping Stones**
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Cobb Pediatric
Staffing Options & Solutions

Cobb Pediatric Speech Services, LLC dba The Stepping Stones Group

RFP # 20-054

INTERPRETING SERVICES

Fort Worth Independent School District, TX

Authorized Representative

April Fox, Client Services Manager

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

afox@thestepingstonesgroup.com

678-426-2582

Opening Date: May 11, 2020

Opening Time: 2:00 PM (CT)

Respectfully Submitted!

COST PROPOSAL



The hourly bill rates listed below are inclusive of both direct and indirect service time such as planning, scheduling, documentation, IEP meetings, evaluations, required staff meetings, parent consults, and intra-district travel time between assigned school locations.

Related Service	Cost Per Hour
Sign Language Interpreters	\$54.00



Proposal to Provide Interpreting Services to the Fort Worth Independent School District

Due Date: May 18, 2020 2:00pm

Submitted by:

Therapia Staffing, LLC.

7451 Wiles Road Suite#107

Coral Springs, FL 33067

Proposer: Jennifer Penna, Contracts Manager

Direct #: 954-298-8610 Fax: 954-945-7132

Email: rfp@therapiastaffing.com

Rate Details

Our rates include:

- ✓ Payroll Duties and taxes
- ✓ Travel Expenses
- ✓ Insurance
- ✓ Worker's Compensation
- ✓ Criminal background checks and fingerprints
- ✓ Immunizations
- ✓ Employment drug screening
- ✓ Housing allowance
- ✓ Relocation expenses
- ✓ State licensure & Certifications
- ✓ Compensation for direct services
- ✓ Administrative and HR support
- ✓ National recruitments and marketing expenses

Profession	Hourly*
Sign Language Interpreter	\$58

Maximum 40 hours weekly

Bilingual: Please add \$2 per hour to the rate for multilingual candidates.

Mileage Reimbursement: Mileage reimbursement will be paid by the district at the IRS rate.

Materials: District will be responsible for providing our candidates with materials and testing kits.

Teletherapy Option: The rates above would remain the same for teletherapy services.

Additional Professions	Hourly*
Occupational Therapist	\$67
School Psychologist	\$70
Physical Therapist	\$67
Physical Therapy Assistant	\$58
Certified Occupational Therapy Assistant	\$58
Educational Diagnostician	\$65
Teacher for the Visually Impaired	\$68
Licensed Practical Vocational Nurse	\$55
Speech Language Pathology	\$70

Permanent Conversion

If our employee decides to become a permanent employee with the district, Therapia will work with the district to best accommodate a transition. Typical arrangements take into consideration the length of time the employee has been on assignment and their yearly salary. Please contact your Account Manager to discuss hiring options.

Insurance Coverage

Therapia has invested in the highest quality protection for our company and our school district partners. We are committed to providing high-value, multi-faceted coverage based on the interests and requirements of our clients. Our policies for Commercial General, Automobile (Hired/non-owned), Professional (Crime), Employment Practices, Abusive Acts (sexual Abuse and molestation), and Umbrella are provided by Zurich American Insurance Company. In addition, we provide Cyber, Worker's Compensation and Employer's liability coverage. Zurich is a globally recognized insurer that has been rated A+ Superior by A.M. Best and AA Very Strong by S&P. The district's specified staff and facilities will be named as additional insured on requested policies upon award of contract. Therapia Staffing will provide the district with certificates of insurance as evidence that all coverages required under this Agreement have been obtained and are in full force and effect.



9225 Katy Freeway, Suite 400
Houston, Texas 77024 U.S.A.

Tel: 713.827.8800
Fax: 713.464.5511

Email: andreas@universe.us
www.universetranslation.com

ASL In-Person Interpretation Rate Schedule:

In-Person Interpretation	Initial Hour ¹	Each Additional Hour	Evening/ Initial Hour	Evening Additional Hour	Weekends/ Holiday/ Initial Hour	Weekends/ Holiday/ Additional Hour
Sign Language (ASL)	\$130.00	\$65.00	\$169.00	\$84.50	\$169.00	\$84.50
In-Person Interpretation	Half Day Fee ²	Each Additional Hour	Evening/ Initial Hour	Evening Additional Hour	Weekends/ Holiday/ Initial Hour	Weekends/ Holiday/ Additional Hour
Sign Language (ASL)	\$315.00	\$65.00	\$169.00	\$84.50	\$169.00	\$84.50
In-Person Interpretation	Full Day Fee ³	Each Additional Hour	Evening/ Initial Hour	Evening Additional Hour	Weekends/ Holiday/ Initial Hour	Weekends/ Holiday/ Additional Hour
Sign Language (ASL)	\$575.00	\$65.00	\$169.00	\$84.50	\$169.00	\$84.50

1. Includes one (1) hour of service and one (1) hour of travel
2. Includes four (4) hours of service and one (1) hour of travel
3. Includes eight (8) hours of service and one (1) hour of travel

- **Business Hours Requests** - Monday through Friday, 8:00 AM to 5:00 PM
- **Extended Hours Requests** - Monday through Friday, 5:00 PM to 8:00 AM
- **Weekend/Holiday Requests** - Friday through Monday, 5:00 PM to 8:00 AM

Terms & Conditions for Consecutive In-Person Interpretation (All Languages):

1. A minimum of one (1) billable hour per assignment applies
2. Each assignment that exceeds one (1) hour in length is charged in 15 minute increments (except for half and full day requests)
3. Cancellation less than 24 hours prior to each assignment will be charged in full for scheduled services
4. Assignments scheduled within 24 hours of start date and time (RUSH) are subject to a 30% RUSH fee added to the standard rates
5. Local Mileage/Travel Time is included for all interpreter assignments
6. Parking for all assignments is billed at going rates (where applicable)

Multilingual Resources For All International Projects

H o u s t o n · L o n d o n · M o s c o w · B a k u

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE REPLACEMENT OF HVAC ROOFTOP UNITS AT DE ZAVALA ELEMENTARY, LILY B. CLAYTON ELEMENTARY, AND TRIMBLE TECH HIGH SCHOOL

BACKGROUND:

De Zavala Elementary, Lily B. Clayton Elementary, and Trimble Tech High School have rooftop Heating, Ventilation, and Air Conditioning (HVAC) units that are 24 years old, require frequent repairs, and need replacement. The replacements will include 14 units at De Zavala, 25 units at Lily B. Clayton and 35 units at Trimble Technical. Lochridge-Priest, Inc. provided the lowest quote for each of the schools.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of HVAC Rooftop Units at De Zavala Elementary, Lily B. Clayton Elementary, and Trimble Tech High School
2. Decline to Approve Replacement of HVAC Rooftop Units at De Zavala Elementary, Lily B. Clayton Elementary, and Trimble Tech High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement of HVAC Rooftop Units at De Zavala Elementary, Lily B. Clayton School and Trimble Tech High School

FUNDING SOURCE

Additional Details

TIF	499-81-6299-OSM-121-99-475-000000-49906.....	\$132,829
	499-81-6299-OSM-116-99-475-000000-49906.....	\$305,345
	499-81-6299-OSM-011-99-475-000000-49906.....	\$558,944

COST:

\$997,118.00 which includes contingency

VENDOR:

Lochridge-Priest, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Buyboard Contract No. 552-17. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

De Zavala Elementary
Lily B. Clayton Elementary
Trimble Tech High School

RATIONALE:

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

INFORMATION SOURCE:

Art Cavazos



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

June 16,2020

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for change out of thirteen (13) 4-ton package units and one (1) four-ton split system. New package units to consist of Carrier model#48GSCM05JIM6 with stainless steel heat exchangers, low leak economizers, condensate overflow switch, hinged panel doors, and factory disconnects. Split system to consist of a Carrier model#24ABB348A006 condensing unit matched with a FB4CNP048L coil blower with 10kw of heat. We will demo existing package units and split system, install new package units and split system making all necessary gas piping, condensate piping, and electrical connections. We will start systems and check for proper working operations. This is a turnkey job including all HVAC, electrical power wiring, controls, condensate, and gas piping.

Total HVAC	<u>\$120,754.00</u>
<u>Contingency</u>	<u>\$12,075.00</u>
<u>Grand Total</u>	<u>\$132,829.00</u>

Our Bid Specifically Includes:

Change out of 13 package units and one (1) split system
Electrical disconnect and reconnect
Crane fees
High water cut-off switches
Drain and gas disconnect and reconnect
bond

Our bid specifically excludes:

Asbestos lead and mercury abatement
Power wiring (other than disconnect and reconnect)
Roof work
Gas piping (other than disconnect and reconnect)
Inside duct work





Overtime work

Patching and painting of any kind

State sales tax

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

Sincerely,

LOCHRIDGE-PRIEST, INC.

Rodger Chase





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

RE: Lilly B Clayton

June 16,2020

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for change out of Nineteen (19) package units, two ductless split systems, one split system, and one AAON unit. New package units to consist of (1) Carrier model#48VG-E240603-GS, (10) 48GCSM04J1M6, (4) 48GCSM05J1M6, (1) 48GCSM06J1M6, (1)48HCSD07J2M6, (1) 48HCSD11J2M6, (1)48HCRD17J2M6, (2)24ABB360A005 ductless splits, and (1) 24ACC424A003 condensing unit matched with a FMC4X2400AL coil blower. Package units will have a stainless-steel heat exchanger, low leak economizers, condensate overflow switch, hinged panel doors, and factory disconnects. AAON unit will have same specifications. We will demo existing units, install new units making all necessary gas piping, condensate piping, and electrical connections. We will start systems and check for proper working operations. We will remove two existing AAON units and cap all (2) curbs. This is a turnkey job including all HVAC, electrical power wiring, controls, condensate, and gas piping.

Total HVAC	<u>\$277,587.00</u>
<u>Contingency</u>	<u>\$27,758.00</u>
<u>Grand Total</u>	<u>\$305,345.00</u>

Our Bid Specifically Includes:

- Change out of nineteen package units, one AAON unit, two ductless split systems, one split system
- Electrical disconnect and reconnect
- Crane fees
- High water cut-off switches
- Roof work for drains





bond

Our bid specifically excludes:

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

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

Sincerely,

LOCHRIDGE-PRIEST, INC.

Rodger Chase





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

RE: Trimble Tech

June 16,2020

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for change out of Thirty-Four (34) package units, and one AAON unit. New package units to consist of Carrier model# (5) 48GCSM04J1M6, (6) 48GCSM05J1M6, (1) 48GCSM07J1M6, (1)48HCSD08J2M6,(1) 48HCSD09J2M6, (4)48HCRD17J2M6, (4)48HCRD24J2M6, (2)48GCSM04J1M5, (2) 48GCSM05J1M5,(6) 48GCSM06J1M5, (2) 48HCSD08J2M5 . Package units will have a stainless-steel heat exchanger, low leak economizers, condensate overflow switch, hinged panel doors, and factory disconnects. AAON unit will have same specifications. We will demo existing units, install new units making all necessary gas piping, condensate piping, and electrical connections. We will start systems and check for proper working operations. We will remove five existing AAON units, 78,93,98,107,115 and cap all five (5) curbs. This is a turnkey job including all HVAC, electrical power wiring, controls, condensate, and gas piping.

Total HVAC	<u>\$508,131.00</u>
<u>Contingency</u>	<u>\$50,813.00</u>
<u>Grand Total</u>	<u>\$558,944.00</u>

Our Bid Specifically Includes:

Change out of Thirty-four (34) package units
Electrical disconnect and reconnect
Crane fees
High water cut-off switches
Roof work for drains
bond

Our bid specifically excludes:





Asbestos lead and mercury abatement

Power wiring (other than disconnect and reconnect)

Roof work (other than for drains)

Gas piping (other than disconnect and reconnect)

Inside duct work

Overtime work

Patching and painting of any kind

State sales tax

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

Sincerely,

LOCHRIDGE-PRIEST, INC.

Rodger Chase





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Lochridge Priest[X]

Price Range

Show all prices

Category

None Selected

Contract

HVAC Equipment, Supplies, and Installation of HVAC Equipment[X]

Additional Resources

Vendor Name: Lochridge Priest
Address: 2901 East Industrial Blvd.
 Waco, TX 76705
Phone Number: (254) 772-0670
Email: rodger@lochridgepriest.com
Website: <http://www.lochridgepriest.com>
Federal ID: 74-1460928
Contact: Rodger Chase
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: No
No Excluded Foreign Terrorist Orgs: No
Contract Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract#: 552-17
Effective Date: 12/01/2017
Expiration Date: 11/30/2020
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: Texas
Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page.
Quote Reference Number: 552-17
Return Policy: 20% restocking fee on normal stock items, no returns on special orders
Additional Dealers: Lochridge Priest locations in: Temple TX, Corsicana TX

Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
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Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: **APPROVE RATIFICATION FOR PURCHASE OF HVAC ROOFTOP
UNITS AT AM PATE ELEMENTARY SCHOOL****

BACKGROUND:

Eleven Heating, Ventilation, and Air Conditioning (HVAC) rooftop units at AM Pate Elementary School required emergency repairs on April 17, 2020. The units were damaged beyond repair, requiring an immediate purchase for replacement. An emergency affidavit for replacement of these units was entered on June 9, 2020. Ratification for this replacement is requested. The units needing repair were between 8-14 years old.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification for Purchase of HVAC Rooftop Units at AM Pate Elementary School

FUNDING SOURCE

Additional Details

General Fund

199-81-6299-001-999-99-455-000000

COST:

\$58,177.00

VENDOR:

Lochridge-Priest

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 Buyboard Contract No. 552-17. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

AM Pate Elementary School

RATIONALE:

An emergency purchase of HVAC equipment was necessary due to the equipment being beyond repair.

INFORMATION SOURCE:

Art Cavazos



Fort Worth ISD
2808 Tillar
Fort Worth, Texas 76107
Attn: Steve Osborne
Buy Board Proposal Vendor #552-17

RE: HVAC Changeout of 11 Vandalized units

June 3, 2020

Steve

Lochridge-Priest, Inc. is pleased to provide a bid for the change out of 11 package units at AM pate elementary that were vandalized. Package unit numbers were 8, 16, 17, 18, 23, 24, 25, 27, 28, 33, 34 all 230 volt 3 phase. We will demo the existing units, electrical power, gas piping, controls, and condensate piping. We will then utilize a crane to remove the existing RTU and install 11 new Lennox model #KGBA package units. We will then install the 11 new Lennox package units making all necessary electrical power wiring, gas piping, controls, and condensate piping. We will start units and check for proper working operation.

Total HVAC	<u>\$51,723.00</u>
Contingency	<u>\$5,172.00</u>
Add for Bond-	<u>\$1282.00</u>

Our Bid Specifically Includes:

- Removal of existing package units
- Installation of new package units
- Electrical and gas piping connections
- Controls disconnect and reconnect as requested
- Crane fees

Our bid specifically excludes:

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





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

Sincerely,

LOCHRIDGE-PRIEST, INC.

Rodger Chase





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Vendors

Lochrige Priest[X]

Price Range

Show all prices

Category

None Selected

Contract

HVAC Equipment, Supplies, and Installation of HVAC Equipment[X]

Additional Resources

Vendor Name: Lochridge Priest
Address: 2901 East Industrial Blvd.
 Waco, TX 76705
Phone Number: (254) 772-0670
Email: rodger@lochrige priest.com
Website: <http://www.lochrige priest.com>
Federal ID: 74-1460928
Contact: Rodger Chase
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: No
No Excluded Foreign Terrorist Orgs: No
Contract Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract#: 552-17
Effective Date: 12/01/2017
Expiration Date: 11/30/2020
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: Texas
Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page.
Quote Reference Number: 552-17
Return Policy: 20% restocking fee on normal stock items, no returns on special orders
Additional Dealers: Lochridge Priest locations in: Temple TX, Corsicana TX

Contract Documents

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- Renewal Notice/Letter:** [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF THE 2020-2021 SCHOOL YEAR DUAL CREDIT TEXTBOOKS

BACKGROUND:

Fort Worth Independent School District provides all Dual Credit textbooks for students participating in the approved Dual Credit courses offered through Tarrant County College District and their District high schools during the school day. Textbook purchases are based on each Dual Credit student enrolled in at most three courses per semester. Fort Worth ISD provides textbooks for all students in ECHS and PTECH collegiate and academy campuses. College-approved textbooks purchased by the District may be used for a time period of three years.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of the 2020-2021 School Year Dual Credit Textbooks
2. Decline to Approve Purchase of the 2020-2021 School Year Credit Textbooks
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of the 2020-2021 School Year Dual Credit Textbooks

FUNDING SOURCE:

Additional Details

General Fund	Dual Credit
	199-11-6321-001-XXX-38-697-000000.....\$123,760.44
	ECHS-PTECH
	199-11-6321-001-XXX-38-697-000000..... \$405,513.49

COST:

\$829,273.93

VENDOR:

Tarrant County College Barnes & Noble Bookstore

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS:

Arlington Heights High School
Benbrook Middle/High School
Carter Riverside High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
I.M. Terrell Academy for STEM & VPA
Marine Creek Collegiate High School
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Tarrant County College South/Fort Worth ISD Collegiate High School
Texas Academy of Biomedical Sciences
Trimble Tech High School
Western Hills High School
World Languages Institute
O.D. Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The approval of the Dual Credit textbooks will allow Fort Worth ISD students to continue enrollment in college courses which allow high school and college credit simultaneously.

INFORMATION SOURCE:

David Saenz

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
DUAL CREDIT PROGRAM
STATE OF TEXAS

This Agreement (herein so called), made and entered into on **June 2, 2018**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Fort Worth Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning on **June 2, 2018**, and ending on **June 1, 2021**. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A.

LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of [Good Practice for Courses Offered Electronically](#) and the COLLEGE DISTRICT's standards for distance learning courses.

PROGRAM DETAILS

- (1). The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College Dual Credit Guidelines found in Attachment B of this Agreement.
- (2). Program guidelines align with the [Texas Administrative Code Chapter 4: Subchapter D](#). If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.
- (3). Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:
 - a.) Admissions Application
 - b.) High School Early Enrollment Form
 - c.) Family Educational Rights and Privacy Act Waiver (optional)
 - d.) Meningitis Vaccination Record (if taking courses at a TCC campus)
 - e.) Residency Questionnaire (if undocumented status)
 - f.) LUNDC Waiver (if undocumented status)
- (4). A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.
- (5). All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.
- (6). The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a minimum of 15 students per class.
- (7). Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (8). Student misconduct on COLLEGE DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S [Student Code of Conduct](#). The COLLEGE DISTRICT shall report disciplinary problems to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit students with disciplinary problems.
- (9). The SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.
- (10.) These requirements may be modified if the COLLEGE DISTRICT'S requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the Southern Association of Colleges and Schools Commission of Colleges (SACSCOC) accreditation requirements.

Reimbursement by COLLEGE DISTRICT to SCHOOL DISTRICT in the amount of \$ 1,835.00 for a 3 credit hour course or \$ 2,448.00 for a 4 credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit courses at least one semester in advance of offering the courses.

Each academic year, the SCHOOL DISTRICT will submit a Letter of Continuation to the COLLEGE DISTRICT as confirmation to 1) continue with all terms listed in this Agreement, or 2) amend current terms of the Agreement prior to the start of Fall semester classes.

TEXTBOOKS AND COURSE SUPPLIES

Throughout the duration of this Agreement (check appropriate box [es]):

- The SCHOOL DISTRICT will provide textbooks for students
- Students are responsible for purchasing textbooks
- Course supplies will be purchased/provided by the SCHOOL DISTRICT
- Students are responsible for purchasing course supplies

PAYMENT FOR SERVICES

Throughout the duration of this Agreement (check appropriate box):

- Students are responsible for tuition costs
- The SCHOOL DISTRICT will cover all students' tuition costs for students who qualify to participate in the free or reduced lunch program.
- The following organization will be paying the cost of students' tuition:

DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advisement, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school principal.

- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Conduct dual credit faculty evaluations on a yearly basis, similar to that of the COLLEGE DISTRICT'S adjunct instructors.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.

DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one semester in advance of offering courses.
- B. Provide a copy of the SCHOOL DISTRICT'S annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully passed met the test score requirements to participate in the Dual Credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1). Student Texas Success Initiative ("TSI") exemption records;
 - (2). Advising of students with completion of all required COLLEGE DISTRICT admissions documents;
 - (3). Assist the COLLEGE DISTRICT with student orientation;
 - (4). Please include the Coordinator with the COLLEGE DISTRICT timely submission in alignment with published due dates all student documentation;
 - (5). Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.

AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

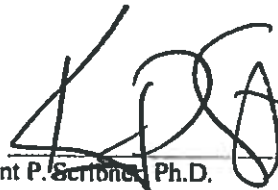
SCHOOL DISTRICT
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Executed June 2, 2018, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By 
Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College

By  7/6/18
Kent P. Scriven, Ph.D.
Superintendent of Schools
Fort Worth Independent School District

Implemented June, 2016

ATTACHMENT A
COURSE MATRIX

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD IIS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	IIS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
Academic Preparatory						
N1290050	(ECHS only) Dual Credit College Transition A/B (CLGTRN A/B DC) FWISD #0668 A/B	1.0	Learning Framework (EDUC 1300)	3	NA	1
Electives						
3221200	(ECHS only) Dual Credit Creative Writing T (CREAT WR T DC) FWISD #3135 T	0.5	Creative Writing I (ENGL2307)	3	ENGL 1301	1
English						
03220300	Dual Credit English III A (ENG 3A DC) FWISD #3039 A	0.5	English Composition I (ENGL 1301)	3	TSI Writing	1
	Dual Credit English III B (ENG 3B DC) FWISD #3039 B	0.5	English Composition II (ENGL 1302)	3	ENGL 1301	1
	Dual Credit English IV A (ENG 4A DC) FWISD #3040 A	0.5	English Composition I (ENGL 1301)	3	TSI Writing	1
	Dual Credit English IV B (ENG 4B DC) FWISD #3040 B	0.5	English Composition II (ENGL 1302)	3	ENGL 1301	1
03220400	Dual Credit English IV A (ENG 4A DC) FWISD #3041 A	0.5	British Literature I to 1800 (ENGL2322)	3	ENGL 1302	1
	Dual Credit English IV B (ENG 4B DC) FWISD #3041 B	0.5	British Literature II Since 1800 (ENGL 2323)	3	ENGL 1302	1
	Dual Credit English IV A (ENG 4A DC) FWISD #3046 A	0.5	American Literature I to 1865 (ENGL2327)	3	ENGL 1302	1
	Dual Credit English IV B (ENG 4B DC) FWISD #3046 B	0.5	American Literature II Since 1865 (ENGL2328)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: Mexican- American Literature T (IND ENG: MEXAMERLIT T DC) FWISD #3144 T	0.5	Mexican-American Literature (ENGL 2351)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: World Literature I T (IND ENG WLIT IT DC) FWISD #3146 T	0.5	World Literature I to 1650 (ENGL2332)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: World Literature II T (IND ENG WLIT II TDC) FWISD #3147 T	0.5	World Literature II From 1650 (ENGL 2333)	3	ENGL 1302	1

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Tarrant County College District

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§	(ECHS only) Dual Credit Independent Study in English: Forms of Literature IT (IND ENG FORLIT IT DC) FWISD # 3148 T	0.5	Forms of Literature I (ENGL 2342)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: Forms of Literature II T (IND ENG FORLIT II T DC) FWISD #3149 T	0.5	Forms of Literature II (ENGL 2343)	3	ENGL 1302	1
English Elective						
03221500	Dual Credit Literary Genres T (LIT GENR T DC) FWISD #3043 T	0.5	British Literature I to 1800 (ENGL 2322)	3	ENGL 1302	1
	Dual Credit Literary Genres T (LIT GENR T DC) FWISD #3047 T	0.5	American Literature I to 1865 (ENGL 2327)	3	ENGL 1302	1
§	Dual Credit Independent Study in English: British Literature T (IND ENG BRITLIT TDC) FWISD #3142 T	0.5	British Literature II Since 1800 (ENGL 2323)	3	ENGL 1302	1
	Dual Credit Independent Study in English: British Literature T (IND ENG BRITLIT T DC) FWISD #3048 T	0.5	American Literature II Since 1865 (ENGL 2328)	3	ENGL 1302	1
03221100	Dual Credit Research/Technical Writing T (TECH WR T DC) FWISD #3137 T	0.5	Technical and Business Writing (ENGL 2311)	3	ENGL 1301 recommended	1
§ INDEPENDENT STUDY IN ENGLISH (use the following PEIMS numbers for the courses listed above)						
	PEIMS Numbers		COURSE TITLE			
	03221800		Independent Study in English (First Time Taken for 1/4 - 1 credit)			
	03221810		Independent Study in English (Second Time Taken for 1/4 - 1 credit)			
	03221820		Independent Study in English (Third Time Taken for 1/4 - 1 credit)			
Fine Arts						
03500110	(ECHS only) Dual Credit Art, Level I, Art Appreciation I A/B (ART I APP DC) FWISD #1108 A/B	1.0	Art Appreciation (ARTS 1301)	3	NA	1
Health						

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

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03810100	(ECHS only) Dual Credit Health Education T (HLTH ED T DC) FWISDH5002	0.5	Personal and Community Health (PHED 1304)	3	NA	1
Languages Other than English/World Languages						
03980100	Dual Credit American Sign Language I A/B (ASL 1 A/B DC) FWISD #4414 A/B	1.0	American Sign Language (ASL) I (SLNG 1404)	4	NA	1
03980200	Dual Credit American Sign Language II A/B (ASL 2 A/B DC) #4416 A B	1.0	American Sign Language (ASL) II (SLNG 1405)	4	NA	1
03980300	Dual Credit American Sign Language III A/B (ASL 3 A/B DC) FWISD #4418 A/B	1.0	American Sign Language (ASL) III (SLNG 1444)	4	NA	1
03980400	Dual Credit American Sign Language IV A/B (ASL 4 A/B DC) FWISD #4420 A/B	1.0	American Sign Language (ASL) IV (SLNG 1445)	4	NA	1
03410100	Dual Credit French I A/B (FREN 1 A/B DC) FWISD #4127 A/B	1.0	Beginning French I (FREN 1411)	4	NA	1
03410200	Dual Credit French II A/B (FREN 2 A/B DC) FWISD #4129 A/B	1.0	Beginning French II (FREN 1412)	4	FREN 1411 recommended	1
03420100	Dual Credit German I A/B (GERMAN 1 A/B DC) FWISD #4187 A/B	1.0	Beginning German I (GERM 1411)	4	NA	1
03420200	Dual Credit German II A/B (GERMAN 2 A/B DC) FWISD #4189 A/B	1.0	Beginning German II (GERM 1412)	4	GERM 1411 recommended	1
03440100	Dual Credit Spanish I A/B (SPAN 1 A/B DC) FWISD #4067 A/B	1.0	Beginning Spanish I (SPAN 1411)	4	NA	1
03440200	Dual Credit Spanish II A/B (SPAN 2 A/B DC) FWISD #4069 A/B	1.0	Beginning Spanish II (SPAN 1412)	4	SPAN 1411 recommended	1
03440300	Dual Credit Spanish III A (SPAN 3 A DC) FWISD #4078 A	0.5	Intermediate Spanish I (SPAN 2311)	3	SPAN 1412 recommended	1
	Dual Credit Spanish III B (SPAN 3 B DC) FWISD #4078 B	0.5	Intermediate Spanish II (SPAN 2312)	3	SPAN 2311 recommended	1
Mathematics						
	Dual Credit Pre-calculus I A (PRE CALC IA DC) FWISD #7122 A	0.5	College Algebra (MATH 1314)	3	TSJ Math	1

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	Dual Credit Pre-calculus 1B (PRE CALC 1B DC) FWISD # 7120 H	0.5	Pre-Calculus Math (MATH 2412)	4	MATH 1314 with a minimum grade of C	1
A3100101	(ECHS only) AP/Dual Credit Calculus AB (APCALCAB A/B DC) FWISD #7125 A/B	1.0	Calculus I (MATH 2413)	4	MATH 2412 with a minimum grade of C	1
A3100102	(ECHS only) AP/Dual Credit Calculus BC (APCALCBC A/B DC) FWISD #7 127 A/B	1.0	Calculus II (MATH 2414)	4	MATH 2413 with a minimum grade of C	1
	(ECHS only) Dual Credit Multivariable Calculus and Its Applications I A/B (MVCALCU I A/B DC) FWISD # 7133 A/B	1.0	Calculus III (Math 2415)	4	MATH 2414 with a minimum grade of C	1
	(ECHS only) Dual Credit Calculus Based Statistics I A/B (PROB/ST A I A/B DC) FWISD #7237 A/B	1.0	Elementary Statistical Methods (MATH 1342)	3	TSI Math	1
∞	(ECHS only) Dual Credit Linear Algebra II (UNALG II DC) FWISD #7279 T	0.5	Linear Algebra (MATH 2318)	3	MATH 2414 with a minimum grade of C	1
	(ECHS only) Dual Credit Ordinary Differential Equations and Their Applications IA DC (ORDIRFEQ IA DC) FWISD #7135 A	0.5	Differential Equations (MATH 2320)	3	MATH 2414 with a minimum grade of C	1
	(ECHS only) Dual Credit Ordinary Differential Equations and Their Applications IA DC (ORDIRFEQ IB DC) FWISD #7135 B	0.5	Differential Equations and Linear Algebra (MATH 2421)	4	MATH 2414 with a minimum grade of C	1
∞	INDEPENDENT STUDY IN MATHEMATICS (use the following PEIMS numbers for the courses listed above)					
	PEIMS Numbers	COURSE TITLE				
	03102500	First Time Taken for 1/2 - 1 credit				
	03102501	Second Time Taken for 1/2 - 1 credit				
	03102502	Third Time Taken for 1/2 - 1 credit				
	Physical Education					
PES00052	(ECHS only) Dual Credit Foundations of Personal Fitness T (PEFOUND T DC) FWISD #5058 T	0.5	Introduction to Physical Fitness and Sport (PHED 1164)	1	NA	0

APPROVED FORT WORTH ISO DUAL CREDIT COURSES CREDIT COURSES
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PES00055	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5070 T</i>	0.5	Aerobic Fitness - Beginning (PHED 1102)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5072 T</i>	0.5	Bowling - Beginning (PHED 1104)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5043 T</i>	0.5	Golf - Beginning (PHED 1111)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5074 T</i>	0.5	Kickboxing - Beginning (PHED 1113)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD # 5044 T</i>	0.5	Yoga - Beginning (PHED 1134)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITSTDC) <i>FWISD # 5042 T</i>	0.5	Recreational Sports - Beginning (PHED 1116)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD # 5041 T</i>	0.5	Swimming - Beginning (PHED 1122)	1	NA	0	
	Science						
	03040000	Dual Credit Chemistry A (CHEM A DC) <i>FWISD #7599 A</i>	0.5	General Chemistry I (CHEM 1411 + CHEM 1411 Lab)	4	MATH 1314	1
		Dual Credit Chemistry B (CHEM B DC) <i>FWISD #7599 B</i>	0.5	General Chemistry II (CHEM 1412 + CHEM 1412 Lab)	4	CHEM 1411 and MATH 1314	1
03050000	Dual Credit Physics A (PHYSICS A DC) <i>FWISD #7624 A</i>	0.5	College Physics I (PHYS 1401 + PHYS 1401 Lab)	4	MATH 1314 and MATH 1316 or MATH 2412	1	
	Dual Credit Physics B (PHYSICS B DC) <i>FWISD # 7624 B</i>	0.5	College Physics II (PHYS 1402 + PHYS 1402 Lab)	4	PHYS 1401	1	
	Dual Credit Anatomy and Physiology A (ANATPHYS A DC) <i>FWISD #HS002062 A</i>	0.5	Anatomy and Physiology I (BIOL 2401 + BIOL 2401 Lab)	4	TSI in all areas	1	

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	Dual Credit Anatomy and Physiology B (ANATPHYS B DC) FWISD #HSD02062 B	0.5	Anatomy and Physiology II (BIOL 2402 + BIOL 2402 Lab)	4	TSI in all areas and BIOL 2401	1
13037200	(ECHS only) Dual Credit Scientific Research and Design A (SCIRDADC) FWISD # STD37202 A (ECHS only) Dual Credit Scientific Research and Design B (SCIRDBDC) FWISD # STD37202 B	0.5	Biology for Science Majors I (BIOL 1406 + BIOL 1406 Lab)	4	MATH 1314 recommended	1
1302070 0	(ECHS only) Dual Credit Medical Microbiology T (MICRO T DC) FWISD #HSD02071 T	0.5	Biology for Science Majors II (BIOL 1407 + BIOL 1407 Lab)	4	TSI in all areas and BIOL 1406 and MATH 1314	1
03030000	(ECHS only) Dual Credit Environmental Systems AB (ENVIRSYS A/B DC) FWISD # 7680 A/B (ECHS only) Dual Credit Organic Chemistry A (ORGCHEM A DC) FWISD #7604 A	1	Microbiology for Non-Science Majors (BIOL 2420 + BIOL 2420 Lab)	4	TSI in all areas	1
N112027	(ECHS only) Dual Credit Organic Chemistry B (ORGCHEM B DC) FWISD # 7604 B	0.5	Environmental Biology (BIOL 2406 + BIOL 2406 Lab)	4	TSI in all areas, MATH 1314 recommended	1
03060301	(ECHS only) Dual Credit Integrated Physics and Chemistry A/B (PHYSCHEM A/B DC) FWISD #7535 A/B	0.5	Organic Chemistry I (CHEM 2423 + CHEM 2423 Lab)	4	CHEM 1412	1
03030000	(ECHS only) Dual Credit Aquatic Science A/B (AQUASCI A/B DC) FWISD #7337 A/B	1	Organic Chemistry II (CHEM 2425 + CHEM 2425 Lab)	4	CHEM 2423	1
03060200	(ECHS only) Dual Credit Earth and Space Science A/B (ESS A/B DC) FWISD #7539 A/B	1	Physical Science (PHYS 1415 + PHYS 1415 Lab)	4	NA	1
03060100	(ECHS only) Dual Credit Astronomy I A (ASTRM Y A DC) FWISD #7708 A (ECHS only) Dual Credit Astronomy I B (ASTRM Y B DC) FWISD #7708 B	0.5	Oceanography (GEOL 1445 + GEOL 1445 Lab)	4	NA	1
		0.5	Earth Sciences (GEOL 1401 + GEOL 1401 Lab) Stars and Galaxies (PHYS 1403 + PHYS 1403 Lab)	4	NA	1
		0.5	Solar System (PHYS 1404 + PHYS 1404 Lab)	4	NA	1
Social Studies						
	(ECHS only) Dual Credit World Geography A (WGEO A DC) FWISD #8006 A	0.5	Physical Geography (GEOG 1301)	3	NA	1

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	(ECHS only) Dual Credit World Geography B (WGEO B DC) FW/ISD #8006 B	0.5	Cultural Geography (GEOG 1302)	3	NA	1
	(ECHS only) Dual Credit World History Studies A (WHIST A DC) FW/ISD #8034 A	0.5	World Civilization I (HIST 2321)	3	NA	1
3340400	(ECHS only) Dual Credit World History Studies B (WHIST B DC) FW/ISD #8034 B	0.5	World Civilization II (HIST 2322)	3	NA	1
	Dual Credit United States History Studies Since 1877 A (US HIST A DC) FW/ISD #8042 A	0.5	United States History I to 1876 (HIST 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03340100	Dual Credit United States History Studies Since 1877 B (US HIST B DC) FW/ISD #8042 B	0.5	United States History II since 1876 (HIST 1302)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03310300	Dual Credit Economics with Emphasis on the Free Enterprise System and Its Benefits T (ECO-FE TDC) FW/ISD # 8094 T	0.5	Principles of Macroeconomics (ECON 2301)	3	NA	1
03330100	Dual Credit United States Government T (GOVT T DC) FW/ISD #8079 T	0.5	Federal Government (GOVT 2305)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03350100	Dual Credit Psychology T (PSYCH TDC) FW/ISD #8123 T	0.5	General Psychology (PSYC 2301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03370100	Dual Credit Sociology T (SOC T DC) FW/ISD #8 115 T	0.5	Introduction to Sociology (SOC 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
±	Dual Credit Special Topics in Social Studies: Principles of Microeconomics T (SPTSS: MICROECON TDC) FW/ISD #8095 T	0.5	Principles of Microeconomics (ECON 2302)	3	ECON 2301 recommended	1
±	Dual Credit Special Topics in Social Studies: Philosophy T (SPTSS: INTRPHIL T DC) FW/ISD #8 039 T	0.5	Introduction to Philosophy (PHIL 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1

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‡	(ECHS only) Dual Credit Special Topics in Social Studies: History of Mexico T (SPTSS HISTMEX T DC) FWISD #8043 T	0.5	Mexican-American History I to 1876 (HIST 2327)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
‡	(ECHS only) Dual Credit Special Topics in Social Studies: Texas Government T (SPTSS TXGOVT TDC) FWISD #8073 T	0.5	Texas Government (GOVT 2306)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
# INDEPENDENT STUDY IN SOCIAL STUDIES (use the following PEIMS numbers for the courses listed above)						
PEIMS Numbers						
			COURSE TITLE			
	03380002		Special Topics in Social Studies (First Time Taken for 1/2 - 1 credit)			
	03380022		Special Topics in Social Studies (Second Time Taken for 1/2 - 1 credit)			
	03380032		Special Topics in Social Studies (Third Time Taken for 1/2 - 1 credit)			
	03380042		Special Topics in Social Studies (Fourth Time Taken for 1/2 - 1 credit)			
Speech						
3241400	Dual Credit Communication Applications T (COMMAPP T DC) FWISD #3129 T	0.5	Introduction to Speech Communication (SPCH 1311)	3	NA	1
13009900	(ECHS only) Dual Credit Professional Communication T (PROFCOMM TDC) FWISD #A1T099901 T	0.5	Business and Professional Communication (SPCH 1321)	3	NA	1
3241200	(ECHS only) Dual Credit Independent Study in Speech T (IND SPCH T DC) FWISD #3130 T	0.5	Public Speaking (SPCH 1315)	3	NA	1

Name of High School Campus	College Course	Semester credit hours (SCH) granted	High school (HS) course equivalent	HS course credit	Instructional site (HS or TCC Campus?)	Financial Responsibility		Semester to be offered (check all that apply)		
						Tuition	Textbooks	Fall	Spring	Summer
(e.g.) Sem Houston	ENGL 1301	3 SCH	English IV A	3 credit (Fall)	HS Campus	ISD	Student	x		x
Northside	CHEF 1301	3	Honors Culinary Arts I/A	0.5	HS Campus	X	X	X		
Northside	CHEF 1305 *	3	Honors Culinary Arts I/A	0.5	HS Campus	X	X	X		
Northside	PSTR 1301	3	Honors Culinary Arts I/B	0.5	HS Campus	X	X		X	
Northside	RSTO 1304	3	Honors Culinary Arts I/B	0.5	HS Campus	X	X		X	
Northside	RSTO 1325	3	Honors Advanced	0.5	HS Campus	X	X	X		
Northside	HECO 1322	3	Honors Advanced	0.5	HS Campus	X	X	X		
Northside	HAMG 1321	3	Honors Advanced	0.5	HS Campus	X	X		X	
Northside	HAMG 2301	3	Honors Advanced	0.5	HS Campus	X	X		X	
Dunbar	AERM 1315	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X		x	
Dunbar	AERM 1345	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X	x		
Dunbar	AERM 1347	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X		x	
Dunbar	AERM 1357	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X		x	
Polytechnic	AUMT 1407	4	Automotive Technology II		Poly HS	x	X	x		
Polytechnic	AUMT 1410	4	Automotive Technology II		Poly HS	x	X	x		
Polytechnic	AUMT 2417	4	Automotive Technology II		Poly HS	x	X		x	
Polytechnic	AUMT 2434	4	Automotive Technology II		Poly HS	x	X		x	
O.D. Wyatt	AUMT 1407	4	Automotive Technology II		OD Wyatt	x	X	x		
O.D. Wyatt	AUMT 1410	4	Automotive Technology II		OD Wyatt	x	X	x		
O.D. Wyatt	AUMT 2417	4	Automotive Technology II		OD Wyatt	x	X		x	
O.D. Wyatt	AUMT 2434	4	Automotive Technology II		OD Wyatt	x	X		x	
South Hills	CNBT 1100	1	Construction Technology	2.0 (Full Year)	TCC South	x		x		
O.D. Wyatt	CNBT 1300	3	Construction	2.0 (Full Year)	TCC South	x		x		
O.D. Wyatt	CNBT 1316	3	Construction	2.0 (Full Year)	TCC South	x		x		
O.D. Wyatt	CNBT 1346	3	Construction	2.0 (Full Year)	TCC South	x			x	
O.D. Wyatt	CNBT 1350	3	Construction	2.0 (Full Year)	TCC South	x			x	
TCC Trinity River	Central		Health Science Practicum	2.0	TCC Trinity	X		X (15)	X (15)	

ATTACHMENT B
GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

TARRANT COUNTY COLLEGE Guidelines for Dual Credit Partnerships

February 2017

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations ([Chapter 4: Subchapter D](#)). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the Core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessments.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in ([Chapter 4: Subchapter C: Rule 4.57](#)) (relating to College Ready and Adult Basic Education (ABE) Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in ([Chapter 4: Subchapter C: Rule 4.56](#))
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative ([Chapter 4: Subchapter C: Rule 4.54](#)). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in reading and/or writing under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or

- (c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
- (3) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in mathematics under the following conditions:
- (a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - (b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - (c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or
 - (d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- (4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.
- (6) A student exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.
- (7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.
- (8) High school students may enroll in a maximum of 15 credit hours per semester in courses that apply to a certificate, degree, or the Core Curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal of the high school and the Vice President of Academic Affairs of the TCC Campus. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.
- (9) Students must follow the TCC catalog “Academic Standing” policy (see TCC college catalog, p. 43).

(10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.

(11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

(1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours must apply to the completion of a TCC certificate, degree or the Core curriculum. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.

(2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.

(3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.

(4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

(1) Dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in ([Chapter 4: Subchapters P and Q; Rules 4.255-4.279](#)) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted [Principles of Good Practice for Courses Offered Electronically](#).

D. Composition of Class

(1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (a) If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (b) If the high school credit-only students are College Board Advanced Placement (AP) students.
- (c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

- (1) TCC shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of the college or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at a campus of the college.
- (2) TCC shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at a campus of the college.

F. Course Curriculum, Instruction, and Grading

- (1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

- (1) Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies could include the [appeal process for disputed grades](#), [drop policy](#), the communication of grading policy to students, when the syllabus must be distributed, etc.
- (2) Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded college students on the college campus. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

H. Transcribing of Credit

- (1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

I. Funding

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- (2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (3) This provision does not apply to students enrolled in approved early college high school programs.
- (4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

February 1, 2017

FWISD Fall 2019 Purchase Orders

FWISD Textbook Expenditures	Fall 2019	Spring 2020	2019-2020 Total \$	+20% Increase	+25% Increase	*New PTECH/ECHS Campuses 2020-2021
School	Spent	Spent	Spent	Estimate 2020-2021	Estimate 2020-2021	50 new students per campus; 6 classes per student; \$200 of textbooks per class
001 Carter Riverside	\$365.25	\$0.00	\$365.25	\$438.30	\$456.56	X
002 Arlington Heights HS	\$1,600.00	\$0.00	\$1,600.00	\$1,920.00	\$2,000.00	X
003 South Hills	\$3,352.50	\$0.00	\$3,352.50	\$4,023.00	\$4,190.63	X
004 DHJ HS	\$15,194.30	\$1,987.80	\$17,182.10	\$20,618.52	\$21,477.63	X
005 Dunbar	\$2,332.70	\$320.75	\$2,653.45	\$3,184.14	\$3,316.81	X
006 Eastern Hills*	\$8,997.30	\$1,880.60	\$10,877.90	\$13,053.48	\$13,597.38	\$60,000
008 North Side*	X	X	X	X	X	\$60,000
009 Poly HS*	\$2,588.00	\$846.80	\$3,434.80	\$4,121.76	\$4,293.50	\$60,000
010 Paschal	\$2,945.60	\$0.00	\$2,945.60	\$3,534.72	\$3,682.00	X
014 Southwest*	\$1,529.50	\$105.85	\$1,635.35	\$1,962.42	\$2,044.19	\$60,000
015 Western Hills	\$49.10	\$0.00	\$49.10	\$58.92	\$61.38	X
016 OD Wyatt*	\$50,346.85	\$1,659.70	\$52,006.55	\$62,407.86	\$65,008.19	\$60,000
082 TABS	\$96,167.10	\$16,032.05	\$112,199.15	\$134,638.98	\$140,248.94	X
084 World Languages Inst	\$0.00	\$2,905.75	\$2,905.75	\$3,486.90	\$3,632.19	X
085 MCC	\$67,849.00	\$57,128.45	\$124,977.45	\$149,972.94	\$156,221.81	X
086 South Collegiate	\$48,234.29	\$38,999.90	\$87,234.19	\$104,681.03	\$109,042.74	X
FWISD Totals	\$301,551.49	\$121,867.65	\$423,419.14	\$508,102.97	\$529,273.93	\$300,000.00

Total-Dual Credit Request 2020-2021			\$99,008.35	\$118,810.02	\$123,760.44
Total-ECHS Stand Alone Campuses Request 2020-2021			\$324,410.79	\$389,292.95	\$405,513.49
Total New PTECH/ECHS Campuses Request 2020-2021					\$300,000.00
Total Request 2020-2021					\$829,273.93

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PAY FOR THE 2020-2021 SCHOOL YEAR DUAL CREDIT TUITION

BACKGROUND:

Fort Worth Independent School District pays Dual Credit tuition in the approved Dual Credit courses offered through Tarrant County College District and District high schools during the school day for all students who qualify to participate in the Free and Reduced Lunch Program. Tuition is based on \$64.00 per credit hour with each student enrolling in at most 3 courses per semester.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Pay for the 2020-2021 School Year Dual Credit Tuition
2. Decline to Approve Pay for the 2020-2021 School Year Dual Credit Tuition
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Pay for the 2020-2021 School Year Dual Credit Tuition

FUNDING SOURCE

Additional Details

General Fund

199-11-6223-001-XXX-31-697-000000

COST:

\$450,000

VENDOR:

Tarrant County College

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

Arlington Heights High School
Benbrook Middle/High School
Carter Riverside High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
IM Terrell Academy for STEM & VPA
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Trimble Tech High School
Western Hills High School
World Languages Institute
O.D. Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The approval to pay the Dual Credit tuition for students qualified to participate in the Free or Reduced Lunch Program will allow continued enrollment in college courses that allows high school and college credit simultaneously.

INFORMATION SOURCE:

David Saenz

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
DUAL CREDIT PROGRAM
STATE OF TEXAS

This Agreement (herein so called), made and entered into on **June 2, 2018**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Fort Worth Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning on **June 2, 2018**, and ending on **June 1, 2021**. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the COLLEGE DISTRICT for semester credit hours leading to a post-secondary degree or certificate.

ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A.

LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on South Campus, Northeast Campus, Northwest Campus, Southeast Campus, Trinity River Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of [Good Practice for Courses Offered Electronically](#) and the COLLEGE DISTRICT's standards for distance learning courses.

PROGRAM DETAILS

- (1). The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College Dual Credit Guidelines found in Attachment B of this Agreement.
- (2). Program guidelines align with the [Texas Administrative Code Chapter 4: Subchapter D](#). If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.
- (3). Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:
 - a.) Admissions Application
 - b.) High School Early Enrollment Form
 - c.) Family Educational Rights and Privacy Act Waiver (optional)
 - d.) Meningitis Vaccination Record (if taking courses at a TCC campus)
 - e.) Residency Questionnaire (if undocumented status)
 - f.) LUNDC Waiver (if undocumented status)
- (4). A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.
- (5). All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus.
- (6). The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a minimum of 15 students per class.
- (7). Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.
- (8). Student misconduct on COLLEGE DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S [Student Code of Conduct](#). The COLLEGE DISTRICT shall report disciplinary problems to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit students with disciplinary problems.
- (9). The SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.
- (10.) These requirements may be modified if the COLLEGE DISTRICT'S requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course meeting both the COLLEGE DISTRICT and the Southern Association of Colleges and Schools Commission of Colleges (SACSCOC) accreditation requirements.

Reimbursement by COLLEGE DISTRICT to SCHOOL DISTRICT in the amount of \$ 1,835.00 for a 3 credit hour course or \$ 2,448.00 for a 4 credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit courses at least one semester in advance of offering the courses.

Each academic year, the SCHOOL DISTRICT will submit a Letter of Continuation to the COLLEGE DISTRICT as confirmation to 1) continue with all terms listed in this Agreement, or 2) amend current terms of the Agreement prior to the start of Fall semester classes.

TEXTBOOKS AND COURSE SUPPLIES

Throughout the duration of this Agreement (check appropriate box [es]):

- The SCHOOL DISTRICT will provide textbooks for students
- Students are responsible for purchasing textbooks
- Course supplies will be purchased/provided by the SCHOOL DISTRICT
- Students are responsible for purchasing course supplies

PAYMENT FOR SERVICES

Throughout the duration of this Agreement (check appropriate box):

- Students are responsible for tuition costs
- The SCHOOL DISTRICT will cover all students' tuition costs for students who qualify to participate in the free or reduced lunch program.
- The following organization will be paying the cost of students' tuition:

DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT'S duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advisement, and registration procedures.
- B. Record grades and make official transcripts available immediately upon course completion.
- C. Record attendance at each class session and make records available to the high school principal.
- D. Drop a student at the request of the high school or of the student and report the student's request to the high school principal.

- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Conduct dual credit faculty evaluations on a yearly basis, similar to that of the COLLEGE DISTRICT'S adjunct instructors.
- G. Provide professional development of SCHOOL DISTRICT instructors teaching dual credit coursework.

DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and schedule dual credit courses at least one semester in advance of offering courses.
- B. Provide a copy of the SCHOOL DISTRICT'S annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills.
- D. Provide support to COLLEGE DISTRICT'S faculty employed to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- E. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- F. Provide evidence that students have successfully passed met the test score requirements to participate in the Dual Credit program.
- G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- H. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
 - (1). Student Texas Success Initiative ("TSI") exemption records;
 - (2). Advising of students with completion of all required COLLEGE DISTRICT admissions documents;
 - (3). Assist the COLLEGE DISTRICT with student orientation;
 - (4). Please include the Coordinator with the COLLEGE DISTRICT timely submission in alignment with published due dates all student documentation;
 - (5). Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.

AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as adjunct instructors of the COLLEGE DISTRICT or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College
1500 Houston Street
Fort Worth, Texas 76102

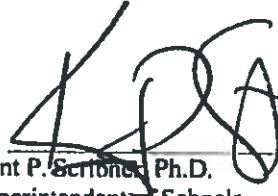
SCHOOL DISTRICT
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Executed June 2, 2018, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By 
Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College

By 
Kent P. Scriven, Ph.D.
Superintendent of Schools
Fort Worth Independent School District

7/6/18

Implemented June, 2016

ATTACHMENT A
COURSE MATRIX

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD IIS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	IIS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
Academic Preparatory						
N1290050	(ECHS only) Dual Credit College Transition A/B (CLGTRN A/B DC) FWISD #0668 A/B	1.0	Learning Framework (EDUC 1300)	3	NA	1
Electives						
3221200	(ECHS only) Dual Credit Creative Writing T (CREAT WR T DC) FWISD #3135 T	0.5	Creative Writing I (ENGL2307)	3	ENGL 1301	1
English						
03220300	Dual Credit English III A (ENG 3A DC) FWISD #3039 A	0.5	English Composition I (ENGL 1301)	3	TSI Writing	1
	Dual Credit English III B (ENG 3B DC) FWISD #3039 B	0.5	English Composition II (ENGL 1302)	3	ENGL 1301	1
	Dual Credit English IV A (ENG 4A DC) FWISD #3040 A	0.5	English Composition I (ENGL 1301)	3	TSI Writing	1
	Dual Credit English IV B (ENG 4B DC) FWISD #3040 B	0.5	English Composition II (ENGL 1302)	3	ENGL 1301	1
03220400	Dual Credit English IV A (ENG 4A DC) FWISD #3041 A	0.5	British Literature I to 1800 (ENGL2322)	3	ENGL 1302	1
	Dual Credit English IV B (ENG 4B DC) FWISD #3041 B	0.5	British Literature II Since 1800 (ENGL 2323)	3	ENGL 1302	1
	Dual Credit English IV A (ENG 4A DC) FWISD #3046 A	0.5	American Literature I to 1865 (ENGL2327)	3	ENGL 1302	1
	Dual Credit English IV B (ENG 4B DC) FWISD #3046 B	0.5	American Literature II Since 1865 (ENGL2328)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: Mexican- American Literature T (IND ENG: MEXAMERLIT T DC) FWISD #3144 T	0.5	Mexican-American Literature (ENGL 2351)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: World Literature I T (IND ENG WLIT IT DC) FWISD #3146 T	0.5	World Literature I to 1650 (ENGL2332)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: World Literature II T (IND ENG WLIT II TDC) FWISD #3147 T	0.5	World Literature II From 1650 (ENGL 2333)	3	ENGL 1302	1

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES

Tarrant County College District

PEIMS Code	FWISD HS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcripts.</i>	HS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
§	(ECHS only) Dual Credit Independent Study in English: Forms of Literature IT (IND ENG FORLIT IT DC) FWISD # 3148 T	0.5	Forms of Literature I (ENGL 2342)	3	ENGL 1302	1
§	(ECHS only) Dual Credit Independent Study in English: Forms of Literature II T (IND ENG FORLIT II T DC) FWISD #3149 T	0.5	Forms of Literature II (ENGL 2343)	3	ENGL 1302	1
English Elective						
03221500	Dual Credit Literary Genres T (LIT GENR T DC) FWISD #3043 T	0.5	British Literature I to 1800 (ENGL 2322)	3	ENGL 1302	1
	Dual Credit Literary Genres T (LIT GENR T DC) FWISD #3047 T	0.5	American Literature I to 1865 (ENGL 2327)	3	ENGL 1302	1
§	Dual Credit Independent Study in English: British Literature T (IND ENG BRITLIT TDC) FWISD #3142 T	0.5	British Literature II Since 1800 (ENGL 2323)	3	ENGL 1302	1
	Dual Credit Independent Study in English: British Literature T (IND ENG BRITLIT T DC) FWISD #3048 T	0.5	American Literature II Since 1865 (ENGL 2328)	3	ENGL 1302	1
03221100	Dual Credit Research/Technical Writing T (TECH WR T DC) FWISD #3137 T	0.5	Technical and Business Writing (ENGL 2311)	3	ENGL 1301 recommended	1
§ INDEPENDENT STUDY IN ENGLISH (use the following PEIMS numbers for the courses listed above)						
	PEIMS Numbers		COURSE TITLE			
	03221800		Independent Study in English (First Time Taken for 1/4 - 1 credit)			
	03221810		Independent Study in English (Second Time Taken for 1/4 - 1 credit)			
	03221820		Independent Study in English (Third Time Taken for 1/4 - 1 credit)			
Fine Arts						
03500110	(ECHS only) Dual Credit Art, Level I, Art Appreciation I A/B (ART I APP DC) FWISD #1108 A/B	1.0	Art Appreciation (ARTS 1301)	3	NA	1
Health						

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD HIS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	HIS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
03810100	(ECHS only) Dual Credit Health Education T (HLTH ED T DC) FWISDH5002	0.5	Personal and Community Health (PHED 1304)	3	NA	1
Languages Other than English/World Languages						
03980100	Dual Credit American Sign Language I A/B (ASL 1 A/B DC) FWISD #4414 A/B	1.0	American Sign Language (ASL) I (SLNG 1404)	4	NA	1
03980200	Dual Credit American Sign Language II A/B (ASL 2 A/B DC) #4416 A B	1.0	American Sign Language (ASL) II (SLNG 1405)	4	NA	1
03980300	Dual Credit American Sign Language III A/B (ASL 3 A/B DC) FWISD #4418 A/B	1.0	American Sign Language (ASL) III (SLNG 1444)	4	NA	1
03980400	Dual Credit American Sign Language IV A/B (ASL 4 A/B DC) FWISD #4420 A/B	1.0	American Sign Language (ASL) IV (SLNG 1445)	4	NA	1
03410100	Dual Credit French I A/B (FREN 1 A/B DC) FWISD #4127 A/B	1.0	Beginning French I (FREN 1411)	4	NA	1
03410200	Dual Credit French II A/B (FREN 2 A/B DC) FWISD #4129 A/B	1.0	Beginning French II (FREN 1412)	4	FREN 1411 recommended	1
03420100	Dual Credit German I A/B (GERMAN 1 A/B DC) FWISD #4187 A/B	1.0	Beginning German I (GERM 1411)	4	NA	1
03420200	Dual Credit German II A/B (GERMAN 2 A/B DC) FWISD #4189 A/B	1.0	Beginning German II (GERM 1412)	4	GERM 1411 recommended	1
03440100	Dual Credit Spanish I A/B (SPAN 1 A/B DC) FWISD #4067 A/B	1.0	Beginning Spanish I (SPAN 1411)	4	NA	1
03440200	Dual Credit Spanish II A/B (SPAN 2 A/B DC) FWISD #4069 A/B	1.0	Beginning Spanish II (SPAN 1412)	4	SPAN 1411 recommended	1
03440300	Dual Credit Spanish III A (SPAN 3 A DC) FWISD #4078 A	0.5	Intermediate Spanish I (SPAN 2311)	3	SPAN 1412 recommended	1
	Dual Credit Spanish III B (SPAN 3 B DC) FWISD #4078 B	0.5	Intermediate Spanish II (SPAN 2312)	3	SPAN 2311 recommended	1
Mathematics						
	Dual Credit Pre-calculus I A (PRE CALC IA DC) FWISD #7122 A	0.5	College Algebra (MATH 1314)	3	TSJ Math	1

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD HIS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	HIS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
	Dual Credit Pre-calculus 1B (PRE CALC 1B DC) FWISD # 7120 H	0.5	Pre-Calculus Math (MATH 2412)	4	MATH 1314 with a minimum grade of C	1
A3100101	(ECHS only) AP/Dual Credit Calculus AB (APCALCAB A/B DC) FWISD #7125 A/B	1.0	Calculus I (MATH 2413)	4	MATH 2412 with a minimum grade of C	1
A3100102	(ECHS only) AP/Dual Credit Calculus BC (APCALCBC A/B DC) FWISD #7 127 A/B	1.0	Calculus II (MATH 2414)	4	MATH 2413 with a minimum grade of C	1
	(ECHS only) Dual Credit Multivariable Calculus and Its Applications I A/B (MVCALCU I A/B DC) FWISD # 7133 A/B	1.0	Calculus III (Math 2415)	4	MATH 2414 with a minimum grade of C	1
	(ECHS only) Dual Credit Calculus Based Statistics I A/B (PROB/ST A I A/B DC) FWISD #7237 A/B	1.0	Elementary Statistical Methods (MATH 1342)	3	TSI Math	1
∞	(ECHS only) Dual Credit Linear Algebra II (UNALG II DC) FWISD #7279 T	0.5	Linear Algebra (MATH 2318)	3	MATH 2414 with a minimum grade of C	1
	(ECHS only) Dual Credit Ordinary Differential Equations and Their Applications IA DC (ORDIRFEQ IA DC) FWISD #7135 A	0.5	Differential Equations (MATH 2320)	3	MATH 2414 with a minimum grade of C	1
	(ECHS only) Dual Credit Ordinary Differential Equations and Their Applications IA DC (ORDIRFEQ IB DC) FWISD #7135 B	0.5	Differential Equations and Linear Algebra (MATH 2421)	4	MATH 2414 with a minimum grade of C	1
∞	INDEPENDENT STUDY IN MATHEMATICS (use the following PEIMS numbers for the courses listed above)					
	PEIMS Numbers	COURSE TITLE				
	03102500	First Time Taken for 1/2 - 1 credit				
	03102501	Second Time Taken for 1/2 - 1 credit				
	03102502	Third Time Taken for 1/2 - 1 credit				
	Physical Education					
PES00052	(ECHS only) Dual Credit Foundations of Personal Fitness T (PEFOUND T DC) FWISD #5058 T	0.5	Introduction to Physical Fitness and Sport (PHED 1164)	1	NA	0

APPROVED FORT WORTH ISO DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD HS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	IIS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher	
PES00055	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5070 T</i>	0.5	Aerobic Fitness - Beginning (PHED 1102)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5072 T</i>	0.5	Bowling - Beginning (PHED 1104)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5043 T</i>	0.5	Golf - Beginning (PHED 1111)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD #5074 T</i>	0.5	Kickboxing - Beginning (PHED 1113)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD # 5044 T</i>	0.5	Yoga - Beginning (PHED 1134)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITSTDC) <i>FWISD # 5042 T</i>	0.5	Recreational Sports - Beginning (PHED 1116)	1	NA	0	
	(ECHS only) Dual Credit Individual Sports and Recreational Activities T (PEITS TDC) <i>FWISD # 5041 T</i>	0.5	Swimming - Beginning (PHED 1122)	1	NA	0	
	Science						
	03040000	Dual Credit Chemistry A (CHEM A DC) <i>FWISD #7599 A</i>	0.5	General Chemistry I (CHEM 1411 + CHEM 1411 Lab)	4	MATH 1314	1
		Dual Credit Chemistry B (CHEM B DC) <i>FWISD #7599 B</i>	0.5	General Chemistry II (CHEM 1412 + CHEM 1412 Lab)	4	CHEM 1411 and MATH 1314	1
03050000	Dual Credit Physics A (PHYSICS A DC) <i>FWISD #7624 A</i>	0.5	College Physics I (PHYS 1401 + PHYS 1401 Lab)	4	MATH 1314 and MATH 1316 or MATH 2412	1	
	Dual Credit Physics B (PHYSICS B DC) <i>FWISD # 7624 B</i>	0.5	College Physics II (PHYS 1402 + PHYS 1402 Lab)	4	PHYS 1401	1	
	Dual Credit Anatomy and Physiology A (ANATPHYS A DC) <i>FWISD #HS002062 A</i>	0.5	Anatomy and Physiology I (BIOL 2401 + BIOL 2401 Lab)	4	TSI in all areas	1	

APPROVED FORT WORTH ISO DUAL CREDIT COURSES CREDIT COURSES

Tarrant County College District

PEIMS Code	FWISD HIS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	HIS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
	Dual Credit Anatomy and Physiology B (ANATPHYS B DC) FWISD #HSD02062 B	0.5	Anatomy and Physiology II (BIOL 2402 + BIOL 2402 Lab)	4	TSI in all areas and BIOL 2401	1
13037200	(ECHS only) Dual Credit Scientific Research and Design A (SCIRDADC) FWISD # STD37202 A (ECHS only) Dual Credit Scientific Research and Design B (SCIRDBDC) FWISD # STD37202 B	0.5	Biology for Science Majors I (BIOL 1406 + BIOL 1406 Lab)	4	MATH 1314 recommended	1
1302070 0	(ECHS only) Dual Credit Medical Microbiology T (MICRO T DC) FWISD #HSD02071 T	0.5	Biology for Science Majors II (BIOL 1407 + BIOL 1407 Lab)	4	TSI in all areas and BIOL 1406 and MATH 1314	1
03020000	(ECHS only) Dual Credit Environmental Systems AB (ENVIRSYS A/B DC) FWISD # 7680 A/B	1	Microbiology for Non-Science Majors (BIOL 2420 + BIOL 2420 Lab)	4	TSI in all areas	1
	(ECHS only) Dual Credit Organic Chemistry A (ORGCHEM A DC) FWISD #7604 A	0.5	Environmental Biology (BIOL 2406 + BIOL 2406 Lab)	4	TSI in all areas, MATH 1314 recommended	1
N112027	(ECHS only) Dual Credit Organic Chemistry B (ORGCHEM B DC) FWISD # 7604 B	0.5	Organic Chemistry I (CHEM 2423 + CHEM 2423 Lab)	4	CHEM 1412	1
03060201	(ECHS only) Dual Credit Integrated Physics and Chemistry A/B (PHYSCHEM A/B DC) FWISD #7535 A/B	1	Organic Chemistry II (CHEM 2425 + CHEM 2425 Lab)	4	CHEM 2423	1
03030000	(ECHS only) Dual Credit Aquatic Science A/B (AQUASCI A/B DC) FWISD #7337 A/B	1	Physical Science (PHYS 1415 + PHYS 1415 Lab)	4	NA	1
03060200	(ECHS only) Dual Credit Earth and Space Science A/B (ESS A/B DC) FWISD #7539 A/B	1	Oceanography (GEOL 1445 + GEOL 1445 Lab)	4	NA	1
03060100	(ECHS only) Dual Credit Astronomy I A (ASTRM Y A DC) FWISD #7708 A (ECHS only) Dual Credit Astronomy I B (ASTRM Y B DC) FWISD # 7708 B	0.5	Earth Sciences (GEOL 1401 + GEOL 1401 Lab) Stars and Galaxies (PHYS 1403 + PHYS 1403 Lab)	4	NA	1
		0.5	Solar System (PHYS 1404 + PHYS 1404 Lab)	4	NA	1
Social Studies						
	(ECHS only) Dual Credit World Geography A (WGEO A DC) FWISD #8006 A	0.5	Physical Geography (GEOG 1301)	3	NA	1

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD HS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	HS Credit	TCCD Course Title <i>Advanced measures are noted in terms of the TCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
	(ECHS only) Dual Credit World Geography B (WGEO B DC) FW/ISD #8006 B	0.5	Cultural Geography (GEOG 1302)	3	NA	1
	(ECHS only) Dual Credit World History Studies A (WHIST A DC) FW/ISD #8034 A	0.5	World Civilization I (HIST 2321)	3	NA	1
3340400	(ECHS only) Dual Credit World History Studies B (WHIST B DC) FW/ISD #8034 B	0.5	World Civilization II (HIST 2322)	3	NA	1
	Dual Credit United States History Studies Since 1877 A (US HIST A DC) FW/ISD #8042 A	0.5	United States History I to 1876 (HIST 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03340100	Dual Credit United States History Studies Since 1877 B (US HIST B DC) FW/ISD #8042 B	0.5	United States History II since 1876 (HIST 1302)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03310300	Dual Credit Economics with Emphasis on the Free Enterprise System and Its Benefits T (ECO-FE TDC) FW/ISD # 8094 T	0.5	Principles of Macroeconomics (ECON 2301)	3	NA	1
03330100	Dual Credit United States Government T (GOVT T DC) FW/ISD #8079 T	0.5	Federal Government (GOVT 2305)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03350100	Dual Credit Psychology T (PSYCH TDC) FW/ISD #8123 T	0.5	General Psychology (PSYC 2301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
03370100	Dual Credit Sociology T (SOC T DC) FW/ISD #8 115 T	0.5	Introduction to Sociology (SOC 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
±	Dual Credit Special Topics in Social Studies: Principles of Microeconomics T (SPTSS: MICROECON TDC) FW/ISD #8095 T	0.5	Principles of Microeconomics (ECON 2302)	3	ECON 2301 recommended	1
±	Dual Credit Special Topics in Social Studies: Philosophy T (SPTSS: INTRPHIL T DC) FW/ISD #8 039 T	0.5	Introduction to Philosophy (PHIL 1301)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1

APPROVED FORT WORTH ISD DUAL CREDIT COURSES CREDIT COURSES
Tarrant County College District

PEIMS Code	FWISD HS Dual Credit Courses <i>Designated course numbers below are required for coding dual credit on the transcript.</i>	HS Credit	TCCCD Course Title <i>Advanced measures are noted in terms of the TCCCD course numbers, see last column.</i>	College Hours	TSI Requirement and/or Prerequisite	Advanced Measures Earned for a Grade of 3.0 or higher
‡	(ECHS only) Dual Credit Special Topics in Social Studies: History of Mexico T (SPTSS HISTMEX T DC) FWISD #8043 T	0.5	Mexican-American History I to 1876 (HIST 2327)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
‡	(ECHS only) Dual Credit Special Topics in Social Studies: Texas Government T (SPTSS TXGOVT TDC) FWISD #8073 T	0.5	Texas Government (GOVT 2306)	3	TSI Reading or ENGL 1301 with a minimum grade of C	1
# INDEPENDENT STUDY IN SOCIAL STUDIES (use the following PEIMS numbers for the courses listed above)						
PEIMS Numbers						
	03380002		COURSE TITLE			
	03380022		Special Topics in Social Studies (First Time Taken for ½ - 1 credit)			
	03380032		Special Topics in Social Studies (Second Time Taken for ½ - 1 credit)			
	03380042		Special Topics in Social Studies (Third Time Taken for ½ - 1 credit)			
			Special Topics in Social Studies (Fourth Time Taken for ½ - 1 credit)			
Speech						
3241400	Dual Credit Communication Applications T (COMMAPP T DC) FWISD #3129 T	0.5	Introduction to Speech Communication (SPCH 1311)	3	NA	1
13009900	(ECHS only) Dual Credit Professional Communication T (PROFCOMM TDC) FWISD #A1T09991 T	0.5	Business and Professional Communication (SPCH 1321)	3	NA	1
3241200	(ECHS only) Dual Credit Independent Study in Speech T (IND SPCH T DC) FWISD #3130 T	0.5	Public Speaking (SPCH 1315)	3	NA	1

Name of High School Campus	College Course	Semester credit hours (SCH) granted	High school (HS) course equivalent	HS course credit	Instructional site (HS or TCC Campus?)	Financial Responsibility		Semester to be offered (check all that apply)		
						Tuition	Textbooks	Fall	Spring	Summer
(e.g.) Sem Houston	ENGL 1301	3 SCH	English IV A	3 credit (Fall)	HS Campus	ISD	Student	x		x
Northside	CHEF 1301	3	Honors Culinary Arts I/A	0.5	HS Campus	X	X	X		
Northside	CHEF 1305 *	3	Honors Culinary Arts I/A	0.5	HS Campus	X	X	X		
Northside	PSTR 1301	3	Honors Culinary Arts I/B	0.5	HS Campus	X	X		X	
Northside	RSTO 1304	3	Honors Culinary Arts I/B	0.5	HS Campus	X	X		X	
Northside	RSTO 1325	3	Honors Advanced	0.5	HS Campus	X	X	X		
Northside	HECO 1322	3	Honors Advanced	0.5	HS Campus	X	X	X		
Northside	HAMG 1321	3	Honors Advanced	0.5	HS Campus	X	X		X	
Northside	HAMG 2301	3	Honors Advanced	0.5	HS Campus	X	X		X	
Dunbar	AERM 1315	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X		x	
Dunbar	AERM 1345	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X	x		
Dunbar	AERM 1347	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X		x	
Dunbar	AERM 1357	3	Dual Credit Aircraft	0.5	TCC CEATL	X	X		x	
Polytechnic	AUMT 1407	4	Automotive Technology II		Poly HS	x	X	x		
Polytechnic	AUMT 1410	4	Automotive Technology II		Poly HS	x	X	x		
Polytechnic	AUMT 2417	4	Automotive Technology II		Poly HS	x	X		x	
Polytechnic	AUMT 2434	4	Automotive Technology II		Poly HS	x	X		x	
O.D. Wyatt	AUMT 1407	4	Automotive Technology II		OD Wyatt	x	X	x		
O.D. Wyatt	AUMT 1410	4	Automotive Technology II		OD Wyatt	x	X	x		
O.D. Wyatt	AUMT 2417	4	Automotive Technology II		OD Wyatt	x	X		x	
O.D. Wyatt	AUMT 2434	4	Automotive Technology II		OD Wyatt	x	X		x	
South Hills	CNBT 1100	1	Construction Technology	2.0 (Full Year)	TCC South	x		x		
O.D. Wyatt	CNBT 1300	3	Construction	2.0 (Full Year)	TCC South	x		x		
O.D. Wyatt	CNBT 1316	3	Construction	2.0 (Full Year)	TCC South	x		x		
O.D. Wyatt	CNBT 1346	3	Construction	2.0 (Full Year)	TCC South	x			x	
O.D. Wyatt	CNBT 1350	3	Construction	2.0 (Full Year)	TCC South	x			x	
TCC Trinity River	Central		Health Science Practicum	2.0	TCC Trinity	X		X (15)	X (15)	

ATTACHMENT B
GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

February 2017

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations ([Chapter 4: Subchapter D](#)). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the Core curriculum. They also address instruction provided to high school students for remedial coursework to prepare for the Texas Success Initiative (TSI) assessments.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

- (1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:
 - (a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in ([Chapter 4: Subchapter C: Rule 4.57](#)) (relating to College Ready and Adult Basic Education (ABE) Standards) on relevant section(s) of an assessment instrument approved by the Board as set forth in ([Chapter 4: Subchapter C: Rule 4.56](#))
 - (b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative ([Chapter 4: Subchapter C: Rule 4.54](#)). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.
 - (c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in reading and/or writing under the following conditions:
 - (a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or
 - (b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or

- (c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.
- (3) A high school student is also eligible to enroll in academic dual credit courses that require demonstration of TSI college readiness in mathematics under the following conditions:
- (a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or
 - (b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
 - (c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or
 - (d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.
- (4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.
- (5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.
- (6) A student exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.
- (7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.
- (8) High school students may enroll in a maximum of 15 credit hours per semester in courses that apply to a certificate, degree, or the Core Curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal of the high school and the Vice President of Academic Affairs of the TCC Campus. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.
- (9) Students must follow the TCC catalog “Academic Standing” policy (see TCC college catalog, p. 43).

(10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.

(11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

(1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours must apply to the completion of a TCC certificate, degree or the Core curriculum. It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.

(2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.

(3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.

(4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

(1) Dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in ([Chapter 4: Subchapters P and Q; Rules 4.255-4.279](#)) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the Board's adopted [Principles of Good Practice for Courses Offered Electronically](#).

D. Composition of Class

(1) Dual credit courses may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only under one of the following conditions:

- (a) If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- (b) If the high school credit-only students are College Board Advanced Placement (AP) students.
- (c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

- (1) TCC shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of the college or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college to select faculty responsible for teaching the same courses at a campus of the college.
- (2) TCC shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at a campus of the college.

F. Course Curriculum, Instruction, and Grading

- (1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

- (1) Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies could include the [appeal process for disputed grades](#), [drop policy](#), the communication of grading policy to students, when the syllabus must be distributed, etc.
- (2) Students in dual credit courses must be eligible to utilize the same or comparable support services that are afforded college students on the college campus. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

H. Transcribing of Credit

- (1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

I. Funding

- (1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.
- (2) The college may claim funding for students getting college credit in core curriculum, career and technical education, and foreign language dual credit courses.
- (3) This provision does not apply to students enrolled in approved early college high school programs.
- (4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit.

February 1, 2017

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

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

BACKGROUND:

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

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle Schools
2. Decline to Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle Schools
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-WBL-XXX-24-378-000000

COST:

\$445,050

VENDOR:

Edgenuity Inc.

PURCHASING MECHANISM

RFP/BID

Bid Number: 18-047

Number of Proposals received: 7

HUB Firms: 0

Compliant Proposals: 7

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. 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 High Schools, Middle Schools, Special Programs, and Alternative Campuses are included in the services. College and Career Readiness – Advanced Academics and Innovative Learning

RATIONALE:

The Web-Based Curriculum Program has been successfully used in our high schools, targeted middle schools and specialty campuses, enabling many students to retrieve credits and/or accelerate academically, while supporting students with enrichment skills for college entry exams. The fidelity, continuity, and security of the Web-Based Curriculum Program has resulted in many students being able to get back on track and graduate with their cohorts, obtain high school credit, and prepare for college and career readiness. The increase of equitable choice in education will be an avenue to recover students who have left our District for homeschooling or live in the surrounding communities.

INFORMATION SOURCE:

David Saenz



8860 East Chaparral Road
 Suite 100
 Scottsdale, AZ 85250
 Phone: (877) 725-4257 X1037

Invoice

Date 7/18/2020
 Invoice # 121209

PO #	81900397-000
Terms	Net 30
Due Date	8/17/2020

Bill To

Fort Worth Independent School District
 Accounts Payable Department
 100 N. University, Suite NW 140-E
 Fort Worth TX 76107-1300
 United States

Subtotal	445,050.00
0%	0.00
Total	\$445,050.00
Amount Due	445,050.00

Description	Quantity	Tax	Amount
Edgenuity Services	1	No	445,050.00
eDynamic Electives Per Enrollment Per Semester	500	No	
MyPath Reading and Math Site License	52	No	
Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, CTE, AP, world languages, Virtual Tutors, excludes Sophia and eDynamic Learning)	52	No	
Professional Development Onsite Day	20	No	

Wire and ACH Instructions:

Account Name: Edgenuity Inc.
 Account Number: 3301364536
 Routing/ABA Number: 121140399
 SWIFT#: SVBKUS6S

Bank Name: Silicon Valley Bank
 3003 Tasman Drive
 Pasadena CA 95054

PLEASE NOTE THAT OUR PAYMENT REMIT ADDRESS HAS CHANGED:

**EDGENUITY INC
 DEPT LA 24561
 PASADENA CA 91185-4561**



Price Quote for Services
Fort Worth ISD
 FORT WORTH TX

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

Date 6/5/2018
 Quote # 44354
 Vendor #

Payment Schedule	Pricing Expires	Contract Start Date	Contract End Date
	6/30/2021	6/1/2018	5/31/2021

Header	Quantity	Description	Amount
Licenses	1	RFP 18-047-Virtual Learning High School & Middle School District License • Grades 6-12 digital content / courses • MyPath reading and mathematics intervention • 500 single use subscription-based CTE electives • 20 onsite professional development days	
Integration	1	SSO Classlink Integration	
Integration	1	Nightly Imports - User data	
Media Appliance	1	Media Appliance Virtual	
Discount	1	Multiyear Discount 10% on High School and Middle School District License	
		3 Year Commitment:	
Payment Schedule		Year 1 PO and payment due June 2018	\$447,045.00
		Year 2 PO and payment due June 2019	\$445,050.00
		Year 3 PO and payment due June 2020	\$445,050.00

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Customer Fort Worth ISD
 Signature [Signature]
 Print Name David Saenz
 Title Executive Director - CCR

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

Amanda Aberle M. Ed. | Sales Associate
 amanda.aberle@edgenuity.com
 512.987.3142 | Edgenuity®

Not valid unless accompanied by a purchase order.
 Please specify a shipping address if applicable.

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

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF THE COLLEGE/CAREER EXPLORATION SYSTEM

BACKGROUND:

The College/Career Exploration System for K-12 is a comprehensive development program that begins with learning resources in kindergarten and transitions through middle and high school. This is a yearly renewal program, which began in 2016-17 and continued in 2018-19. Through this program, students become self-aware and are able to understand their future opportunities and build actionable plans to achieve theirs. The program K-12 helps to:

- Connect student passion, interests and aspirations in a meaningful way to academic plans
- Infuse career development school-wide to demonstrate academic relevance
- Improve academic performance when students are self-aware and engaged
- Save time and resources by leveraging technology to automate course and college planning. The curriculum will also be utilized to implement the college & career readiness requirements of House Bill 18 and American School Counselor Association (ASCA) standards.

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of the College/Career Exploration System
2. Decline to Approve Purchase of the College/Career Exploration System
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of the College/Career Exploration System

FUNDING SOURCE

General Fund

Additional Details

199-31-6399-001-XXX-38-152-000000

COST:

\$128,710.00

VENDOR:

Xello (formerly Career Cruising)

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-085-A

Number of Bid/Proposals received: 52

HUB Firms: 4

Compliant Bids: 49

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase. Three bids were rejected, did not meet the intent of the bid.

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

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 - grades K-12

RATIONALE:

The concepts of self-advocacy and career readiness are introduced early and reinforced throughout the process, along with the importance of achievement, purpose, and participation in developmentally-appropriate experiences. This, in turn, keeps students engaged in academics by continually making the connection between their goals and current school work. The curriculum is aligned to the curriculum requirements of House Bill 18 and the American School Counselor Association (ASCA) standards for college & career readiness.

INFORMATION SOURCE:

David Saenz

Xello Quote

Proposal for **Fort Worth Independent School District**

Prepared By:

Jerome Martin

(800) 965-8541

jeromem@xello.world

ORDER / QUOTE



REF-040412

QUOTE FOR:

ATTN: **Accounts Payable**

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

REQUESTED BY:

Accts FWISD

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

SUBSCRIPTION PERIOD:

Start Date: **Sep 1, 2020**

End Date: **Aug 31, 2021**

Duration: **12 months**

COMMENTS:

2nd Year of contract. Price will again increase by 5% for the 2021-22 academic year. If Fort Worth decides to take the optional year extension in 2022-23 and 2023-24, the contract price will be the same as the price during the 2021-22 contract year.

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for Elementary School ▼	35,000	\$0.53 Per Student Reg \$1.50	\$0.53 65% (\$0.97) discount	\$18,550.00
Xello for High School ▼	23,000	\$2.84 Per Student Reg \$4.95	\$2.84 43% (\$2.11) discount	\$65,320.00
Xello for Middle School ▼	19,000	\$2.36 Per Student Reg \$4.25	\$2.36 44% (\$1.89) discount	\$44,840.00

NOTES:

An invoice will be sent after the quote is approved.

GRAND TOTAL:

\$128,710.00
USD

Xello Terms of Use Agreement

W8 Form

Billing + Renewals FAQ's



jeromem@xello.world



Phone: (800) 965-8541 Ext.335



Fax: 416.463.0938

1867 Yonge Street • Suite 700 • Toronto, ON M4S 1Y5 • Canada

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: **APPROVE PROFESSIONAL DEVELOPMENT AND SOFTWARE
PAYMENT FOR LEADERSHIP ACADEMY NETWORK SUPPORT****

BACKGROUND:

The Leadership Academy Network (LAN) partners with other entities to provide professional development as well as Accelerated Reader subscriptions for all students for the 2019-2020 school year. These efforts are designed to accelerate student achievement related to reading as well as build instructional capacity to drive student achievement. Through capacity building in the area of literacy, the LAN will be further equipped to produce student achievement that meets/exceeds contractual targets. The LAN would like to continue this effort for the School Year 2020 – 2021.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Professional Development and Software Payment for Leadership Academy Network Support
2. Decline to Approve Professional Development and Software Payment for Leadership Academy Network Support
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Professional Development and Software Payment for Leadership Academy Network Support

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-TWU-045-24-416-000000.....\$12,658.00
	199-11-6399-TWU-064-24-416-000000.....\$13,059.85
	199-11-6399-TWU-117-24-416-000000.....\$13,459.20
	199-11-6399-TWU-124-24-416-000000.....\$13,459.20
	199-11-6399-TWU-129-24-416-000000.....\$13,458.45
	199-11-6399-TWU-144-24-416-000000.....\$13,337.65

COST:

\$80,099.40

VENDOR

Renaissance Learning, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 15

Compliant Bids: 224

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms 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. One bid did not meet the intent of the bid.

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 Middle School

Leadership Academy at Forest Oak 6th Grade Center

Leadership Academy at Como Elementary School

Leadership Academy at John T. White Elementary School

Leadership Academy at Maude I. Logan Elementary School

Leadership Academy at Mitchell Boulevard Elementary School

RATIONALE:

This contract will provide professional development to build instructional capacity to drive successful student outcomes and a tool for students to develop requisite literacy skills to be college and career ready. 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

Cost proposal	TOTAL	DISCOUNT	GRAND TOTAL
Products & services provided by Renaissance:			
1 Fort Worth Independent School District	\$ 1,800.00	\$ 0.00	\$ 1,800.00
Virtual Learning Session -90 min			
2 Como Elementary School	\$ 18,450.20	\$ 4,991.00	\$ 13,459.20
Accelerated Reader / myON			
3 Forest Oak Middle School	\$ 16,133.00	\$ 3,475.00	\$ 12,658.00
myON			
4 John T White Elementary School	\$ 18,271.95	\$ 4,803.50	\$ 13,468.45
Accelerated Reader / myON			
5 Glencrest 6th Grade School	\$ 15,541.00	\$ 2,481.15	\$ 13,059.85
myON			
6 Maude I. Logan Elementary School	\$ 17,119.25	\$ 4,803.00	\$ 12,316.25
Accelerated Reader / myON			
7 Mitchell Boulevard Elementary School	\$ 18,328.65	\$ 4,991.00	\$ 13,337.65
Accelerated Reader / myON			
Subtotal	\$ 105,644.05	\$ 25,544.65	\$ 80,099.40
Grand Total:	\$ 80,099.40		

Virtual Onsite Scope:

Provide cost-effective professional learning with virtual seminars

Renaissance's virtual seminars provide an interactive, affordable option to deepen educators' knowledge of effective strategies for using myOn Reader, myOn News and Accelerated Reader.

A school staff member serves as an on-site facilitator to plan the seminar with the Renaissance Consultant, test the technology, and help lead the seminar. During the event, the on-site facilitator will ensure all participants are logged into the seminar and have working audio and video capabilities to fully participate. These 90-minute virtual seminars fit easily into any schedule and include:

- Interactive professional learning on a variety of topics for up to 30 attendees to effectively implement Renaissance solutions
- A personalized experience with content delivered by a Renaissance expert
- Sessions are TBD by the FWISD team but available for use starting 7/1/2020-6/30/2021

Quotes 2342122, 2344942, 2342124, 2342126, 2343622, 2342210, 2342127

By signing below, you:

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

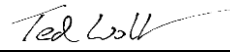
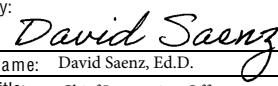
To accept this offer and place an order, please sign and return this Quote.

If changes are necessary or additional information is required, please contact your Account Executive, Angie LaCompte (877)-235-6013 Ext: 1302

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

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

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

Renaissance Learning, Inc.	Fort Worth Independent School District
By: 	By: 
Name: Ted Wolf	Name: David Saenz, Ed.D.
Title: VP - Global Controller	Title: Chief Innovation Officer
Date: 6/23/2020	Date: 06/25/2020

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

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

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

BACKGROUND:

The data shows that historically, less than 20% of 4th and 7th graders are writing on grade level according to STAAR scores. A deeper analysis of this data points to a lack of knowledge in teaching writing skills to students in a way that builds and enhances student development. In response to this data, the Leadership Academy Network (LAN) is developing writing K-8 grade-level criteria, campus expectations, metrics, measures, and monitoring systems to monitor and coach for improvement. Program materials and professional development will give K-8 teachers a tool for teaching writing. This program will augment materials that were implemented in the 2019-2020 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund	199-11-6399-TWU-045-24-416-000000.....	\$10,363.72
	199-11-6399-TWU-117-24-416-000000.....	\$26,885.39
	199-11-6399-TWU-124-24-416-000000.....	\$26,885.39
	199-11-6399-TWU-129-24-416-000000.....	\$26,885.39
	199-11-6399-TWU-144-24-416-000000.....	\$26,885.41

COST:

\$117,905.30

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 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 Middle School

Leadership Academy at Como Elementary School

Leadership Academy at John T. White Elementary School

Leadership Academy at Maude I. Logan Elementary School

Leadership Academy at Mitchell Boulevard Elementary School

RATIONALE:

This contract will provide professional development to build instructional capacity to drive successful student outcomes with regards to writing and 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

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

SHIP TO:

[Redacted]

PO#
Quote #

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	Total # of Products for individual School
Grade K - 16 Kits	1
<i>Maude I Logan ES</i>	3
<i>Como ES</i>	4
<i>Mitchell Blvd ES</i>	4
<i>John T White ES</i>	5
Grade 1 - 16 Kits	1
<i>Maude I Logan ES</i>	3
<i>Como ES</i>	4
<i>Mitchell Blvd ES</i>	4
<i>John T White ES</i>	5

Grade 2 - 15 Kits	1
<i>Maude I Logan ES</i>	4
<i>Como ES</i>	3
<i>Mitchell Blvd ES</i>	4
<i>John T White ES</i>	4
Grade 3 - 14 Kits	1
<i>Maude I Logan ES</i>	3
<i>Como ES</i>	4
<i>Mitchell Blvd ES</i>	4
<i>John T White ES</i>	3
Grade 4 - 14 Kits	1
<i>Maude I Logan ES</i>	4
<i>Como ES</i>	3
<i>Mitchell Blvd ES</i>	3
<i>John T White ES</i>	4
Grade 5 - 14 Kits	1
<i>Maude I Logan ES</i>	3
<i>Como ES</i>	4
<i>Mitchell Blvd ES</i>	3
<i>John T White ES</i>	4
Grade 7 - 4 Kits	1
Grade 8 - 4 Kits	1

*State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, **actual tax will be charged at the time of shipping**. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR BUSINESS!

Customer Service:

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.

Prices subject to change - prices based on total purchase - all delivery, training or consulting serv

3/25/2020

2019-20 Quote

Mail or fax PO to:

P.O. Box 7502

Jefferson City, MO 65102

FAX: 800-560-6815

educationorders@scholastic.com

2020-03-12608

Prices expire August 31, 2020

Prices are subject to availability.

LIBRARY PRICE	AMOUNT
\$ 18,765.44	\$ 18,765.44
\$ 18,765.44	\$ 18,765.44

\$ 17,592.60	\$ 17,592.60
\$ 17,472.70	\$ 17,472.70
\$ 17,472.70	\$ 17,472.70
\$ 17,472.70	\$ 17,472.70
\$ 5,181.86	\$ 5,181.86
\$ 5,181.86	\$ 5,181.86
Subtotal	\$ 117,905.30
9% S&H	See individual tabs
*Tax ___%	
TOTAL	\$ 117,905.30

NEED BY DATE:	TERMS
	Net 30

Prices to be billed at published rates for each activity

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade K	526399	16

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550
McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6500

Most deliveries in the US can be expected in 3-5 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting sei</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,434.67	\$1,076.00	\$ 17,216.00
Subtotal		\$ 17,216.00
9% S&H		\$ 1,549.44
*Tax ___%		
TOTAL		\$ 18,765.44

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R BUSINESS!

527 Option 3

F.O.B. POINT	NEED BY DATE:	TERMS
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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 1	526400	16

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550
McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6500

Most deliveries in the US can be expected in 2-3 weeks.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting sei</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,434.67	\$1,076.00	\$ 17,216.00
Subtotal		\$ 17,216.00
9% S&H		\$ 1,549.44
*Tax ___%		
TOTAL		\$ 18,765.44

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527 Option 3

F.O.B. POINT	NEED BY DATE:	TERMS
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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 2	526501	15

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550 North McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6565

Most deliveries in the US can be expected in 3-5 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting sei</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,434.67	\$1,076.00	\$ 16,140.00
Subtotal		\$ 16,140.00
9% S&H		\$ 1,452.60
*Tax ___%		
TOTAL		\$ 17,592.60

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527 Option 3

F.O.B. POINT	NEED BY DATE:	TERMS
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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 3	526402	14

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 555 North McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR PURCHASE

Customer Service: 1-800-724-6563

Most deliveries in the US can be expected in 3-5 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting se</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,526.67	\$1,145.00	\$ 16,030.00
Subtotal		\$ 16,030.00
9% S&H		\$ 1,442.70
*Tax ___%		
TOTAL		\$ 17,472.70
F.O.B. POINT	NEED BY DATE:	TERMS

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527 Option 3

LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 4	526403	14

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550 North McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6565

Most deliveries in the US can be expected in 3-5 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>

Prices subject to change - prices based on total purchase - all delivery, training or consulting se

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,526.67	\$1,145.00	\$ 16,030.00
Subtotal		\$ 16,030.00
9% S&H		\$ 1,442.70
*Tax ___%		
TOTAL		\$ 17,472.70

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527 Option 3

F.O.B. POINT	NEED BY DATE:	TERMS
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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase



CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 5	526404	14

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550
McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6589

Most deliveries in the US can be expected in 5-7 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting se</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,526.67	\$1,145.00	\$ 16,030.00
Subtotal		\$ 16,030.00
9% S&H		\$ 1,442.70
*Tax ___%		
TOTAL		\$ 17,472.70

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F.O.B. POINT	NEED BY DATE:	TERMS
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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 7	526406	4

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550
McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6565

Most deliveries in the US can be expected in 3-5 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting sei</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,584.67	\$1,188.50	\$ 4,754.00
Subtotal		\$ 4,754.00
9% S&H		\$ 427.86
*Tax ___%		
TOTAL		\$ 5,181.86

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F.O.B. POINT	NEED BY DATE:	TERMS
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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

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

SHIP TO:

[Redacted shipping address]

Individual purchase

SCHOLASTIC EDUCATION

CONTACT INFORMATION:

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

DESCRIPTION	ITEM #	QTY
S&H Applies: Traits Writing Grade 8	526407	4

*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 are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic, 550 North McCarty Street, Jefferson City, MO., 65101.

THANK YOU FOR YOUR ORDER

Customer Service: 1-800-724-6555

Most deliveries in the US can be expected in 3-5 business days.

Expedited orders are subject to availability.

DESCRIPTION	ITEM #	QTY
<p>approximately 2 weeks after your order/PO is received.</p>		<p><i>approval and will require a 14% upcharge on all products.</i></p>
<p><i>Prices subject to change - prices based on total purchase - all delivery, training or consulting sei</i></p>		

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

PO#	
Quote #	2020-03-12608

Paperback titles reflect a 25% discount

Quoted prices expire August 31, 2020

Items listed are subject to availability.

LIST PRICE	YOUR PRICE	AMOUNT
\$1,584.67	\$1,188.50	\$ 4,754.00
Subtotal		\$ 4,754.00
9% S&H		\$ 427.86
*Tax ___%		
TOTAL		\$ 5,181.86

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LIST PRICE	YOUR PRICE	AMOUNT
Jefferson City, MO		Net 30

Services to be billed at published rates for each activity involved.

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PAYMENT FOR PROGRAM PARTICIPATION FEES

BACKGROUND:

The STEM curriculum utilized at multiple PK-12 campuses in Fort Worth ISD provides high-quality STEM education to students in Fort Worth ISD and is largely funded through a grant furnished by Lockheed Martin. The program's curriculum and experiences create an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive.

The curriculum provides and offers three pathways: computer science, engineering, and biomedical science. The pathways support students in grades PK-12 with elementary and middle school modules available in Spanish. All activities are design-related and provide a variety of STEM experiences for all students in PK-12. Participation in the program encourages career exploration in STEM-related fields.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

- 1. Approve Payment for Program Participation Fees
- 2. Decline to Approve Payment for Program Participation Fees
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Payment for Program Participation Fees

FUNDING SOURCE

Additional Details

General Fund	199-11-6499-XXX-001-071-22-000000.....	\$16,250
	499-11-6499-001-XXX-11-327-000000-18L98.....	\$53,300
	211-21-6499-0LW-XXX-24-510-000000.....	\$3,800

COST:

\$73,350

VENDOR:

Project Lead the Way

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-1259-A

Number of Bid/Proposals received: 218

HUB Firms: 21

Compliant Bids: 207

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

Elementary Schools:

AM Pate Elementary
Benbrook Elementary
Cesar Chavez Elementary
CC Moss Elementary
Diamond Hill Elementary
HV Helbing Elementary
Luella Merrett Elementary
MH Moore Elementary
Sunrise-McMillan Elementary
Waverly Park Elementary
Western Hills Elementary
Westpark Elementary

Middle Schools:

Benbrook Middle School
Jacquet Middle School
Leonard Middle School
Meacham Middle School
STEM Preparatory Academy at Meadowbrook
Young Men's Leadership Academy
Young Women's Leadership Academy
World Languages Institute

High Schools:

World Languages Institute
Benbrook High School
Carter-Riverside High School
Diamond Hill-Jarvis High School
Eastern Hills High School
North Side High School
O.D. Wyatt High School
Dunbar High School
Polytechnic High School
South Hills High School
Western Hills High School
Young Men's Leadership Academy
Young Women's Leadership Academy
Arlington Heights High School
IM Terrell Academy for STEM and VP
Paschal High School
Southwest High School
TABS

Office of Innovation
Career & Technical Education department

RATIONALE:

These participation fees will accommodate students in 12 elementary, 8 middle, and 18 high schools. Fees are paid yearly on a per campus basis. Title I and Local funds will be used to sustain elementary and secondary campuses, respectively, for those campuses that are no longer covered by grant funds.

INFORMATION SOURCE:

David Saenz

PLTW Participation Confirmation

This Participation Form is the Program Participant's confirmation of participation in the PLTW program and is effective on the date that this Participation Form has been signed by the Program Participant and PLTW.

Fort Worth Independent School District

100 North University Drive ,
Fort Worth TX, 76107

Program Coordinator

Ladye Welpman
ladye.welpman@fwisd.org

Program Coordinator

Monica Amyett
monica.amyett@fwisd.org

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

New PLTW Programs

PLTW Gateway (6-8)

Site Name	Implementation Year
World Languages Institute	2020-2021

PLTW Engineering (9-12)

Site Name	Implementation Year
Arlington Heights	2020-2021
I.M. Terrell Academy for STEM and VPA	2020-2021
R.L. Paschal High School	2020-2021
R.L. Paschal High School	2020-2021
Southwest High School	2020-2021

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Active PLTW Programs

Site Name	Program Name	Implementation Year	Quote
A M Pate Elementary	Launch	2019-2020 PLTW Grant	\$950
Benbrook Elementary	Launch	2019-2020 PLTW Grant	\$950
Benbrook Middle-High School	Gateway	2019-2020	\$950
Benbrook Middle-High School	Engineering	2019-2020	\$3,200
Carter-Riverside High School	Engineering	2019-2020 PLTW Grant	\$3,200
Cesar Chavez Elementary	Launch	2019-2020	\$950
Christene C Moss Elementary	Launch	2019-2020 PLTW Grant	\$950
Diamond Hill Elementary	Launch	2019-2020	\$950
Diamond Hill-Jarvis High School	Engineering	2019-2020	\$3,200
Eastern Hills High School	Engineering	2019-2020 PLTW Grant	\$3,200
H.V. Helbing Elementary	Launch	2019-2020	\$950
J. Martin Jacquet Middle	Gateway	2019-2020	\$950
Leonard Middle	Gateway	2019-2020	\$950
Luella Merrett Elementary	Launch	2019-2020 PLTW Grant	\$950
M.H. Moore Elementary School	Launch	2019-2020	\$950
Meacham Middle School	Gateway	2019-2020	\$950
North Side High School	Engineering	2019-2020 PLTW Grant	\$3,200
O.D. Wyatt High School	Engineering	2019-2020 PLTW Grant	\$3,200
Paul Laurence Dunbar High School	Engineering	2019-2020 PLTW Grant	\$3,200
Polytechnic High School	Engineering	2019-2020 PLTW Grant	\$3,200
South Hills High School	Engineering	2019-2020 PLTW Grant	\$3,200
STEM Preparatory Academy @ Meadowbrook Middle School	Gateway	2019-2020	\$950
Sunrise-McMillan Elementary	Launch	2019-2020 PLTW Grant	\$950
Texas Academy of Biomedical Sciences	Biomedical Science	2019-2020	\$2,200
Waverly Park Elementary	Launch	2019-2020 PLTW Grant	\$950
Western Hills High School	Engineering	2019-2020	\$1,950
Western Hills Primary	Launch	2019-2020 PLTW Grant	\$950
Westpark Elementary	Launch	2019-2020 PLTW Grant	\$950.00
World Languages Institute	Computer Science	2019-2020 PLTW Grant	\$2,200
Young Men's Leadership Academy	Engineering	2019-2020 PLTW Grant	\$3,200
Young Mens Leadership Academy	Gateway	2019-2020	\$950
Young Womens Leadership Academy	Engineering	2019-2020 PLTW Grant	\$3,200
Young Womens Leadership Academy	Gateway	2019-2020	\$950

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

This Participation Form and the PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement.

Date: June 24, 2020

By: David Saenz

Program Participant or its legally authorized designee



Date: June 17, 2020

By: _____

*Kathleen E. Mote
EVP & Chief Administrative Officer*

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: **APPROVE COOPERATIVE PROGRAM AND DATA SHARING AGREEMENTS BETWEEN FORT WORTH ISD AND THE OFFICE OF STRATEGY AND POLICY AT THE UNIVERSITY OF TEXAS AT AUSTIN ONRAMPS**

BACKGROUND:

The University of Texas at Austin, on behalf of the Office of Strategy and Policy, and Fort Worth Independent School District will enter into this agreement to implement OnRamps to offer distance college courses through a dual-enrollment model, provide high school teacher training, and professional learning. OnRamps offers the opportunity for high school students to earn a high school diploma and the opportunity to earn college credits from the University of Texas at Austin through a distance education course. The first component of the agreement reflects the cooperative program agreement between UT OnRamps and Fort Worth ISD enabling students to enroll in dual enrollment courses. The second part of the agreement outlines the implementation of OnRamps dual-enrollment distance courses and shared program responsibilities between Fort Worth ISD and UT Austin. The data-sharing portion of the agreement outlines the responsibilities of Fort Worth ISD and the Office of Strategy and Policy to provide individual student-level data for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. This agreement reflects the collaboration of Fort Worth ISD with UT OnRamps staff concerning dual enrollment courses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy and Policy at the University of Texas at Austin OnRamps
2. Decline to Approve the Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy and Policy at the University of Texas at Austin OnRamps
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy and Policy at the University of Texas at Austin OnRamps

FUNDING SOURCE

Additional Details

Special Revenue
Special Revenue

289-11-6299-TST-XXX-24-512-000000-21F12
289-11-6412-WBL-XXX-24-512-000000-21F12

COST:

Not to Exceed \$888,650.00

VENDOR:

The University of Texas at Austin Texas, Office of Strategy and Policy

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

Arlington Heights High School
Benbrook Middle/High School
Carter-Riverside High School
Dunbar High School
Diamond Hill-Jarvis High School
Eastern Hills High School
IM Terrell Acad for STEM & VPA
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Trimble Tech High School
Western Hills High School
World Languages Institute
O.D. Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The purpose of the agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school that leads to a post-secondary degree and/or certificate.

INFORMATION SOURCE:

David Saenz

**2020-2021
COOPERATIVE PROGRAM AGREEMENT**

This Cooperative Program Agreement ("Agreement") is entered into by and between the Contracting Parties shown below.

1. Contracting Parties:

The School District: Fort Worth ISD
Attention: Angela Rash
100 N. University
Fort Worth, TX 76107

University of Texas at Austin
Senior Vice President and Chief Financial Officer
110 InnerCampus Drive, Suite 102
Austin, Texas 78712
Attn: Darrell Bazzell

2. Nature of the Cooperative Program

The University of Texas at Austin, on behalf of the Office of Strategy and Policy, and the Fort Worth ISD ("District") enter into this Agreement to implement OnRamps to offer distance college courses through a dual-enrollment model and high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their District and the opportunity to earn college credits from The University of Texas at Austin ("UT Austin") through a distance education course.

3. Agreement Amount

The amount paid by the District during each contract year to UT Austin will be equal to the costs per student and teacher training needed by the District as set forth in Section 4.2.H. The 86th Texas Legislature provided state appropriation that reimburses all partnering Districts a portion of the cost per student enrollment fees for participating in OnRamps.

In addition, Districts must pay the costs of lodging, transportation, and teacher substitute costs related to any professional learning institutes ("PLIs").

4. Program Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared between the District and UT Austin. A District entering into a contractual agreement for the delivery of distance college courses is an active participant in ensuring the effectiveness and quality of the implementation of OnRamps in the District. The funds paid by the District to the Office of Strategy and Policy will cover the student enrollment fee and teacher professional learning fee for high school teachers participating in the

summer Professional Learning Institute. Payment shall be due and payable, in full, to the UT Austin on or before thirty (30) calendar days from receipt of such invoice in accordance with Chapter 2251 of the Texas Government Code. All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

Attn: Kristine Yancey
The University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, Texas 78712

4.1. Responsibilities of UT Austin

Enrollment

- A. OnRamps will register high school students for OnRamps courses through the OnRamps Student Information System (“OnRamps Portal”). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (“UT EID”) via the UT Austin web site. Once a UT EID has been acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s). Non-directory Information received and stored by OnRamps regarding students enrolled at either Texas Tech University or UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).
- B. As part of routine evaluation of educational effectiveness at UT Austin, OnRamps maintains OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program, and providing official reporting to UT Austin and the District. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement that each district enters with OnRamps.

Curriculum and Instruction

- C. Provide UT Austin faculty and academic staff to develop and define college course materials and curriculum and assume primary responsibility for the oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
- D. Distance Education and High School Courses:
 - a. Provide yearlong, in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin;
 - b. Provide clear and transparent expectations for postsecondary success in Texas;

- c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations;
 - d. Provide opportunity for students to take responsibility for their own learning;
 - e. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences; and
 - f. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas Learning Management System (“Canvas LMS”), to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- E. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
- a. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty utilizing the curriculum.
 - b. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas LMS, and/or the UT Austin OnRamps academic course staff unless otherwise specified.
- F. Administer OnRamps distance college courses via a dual-enrollment model. Students enroll in a semester- or year-long course taught by their high school teacher for high school credit. Throughout the semester/year, the high school teacher uses OnRamps curriculum, pedagogy, and online learning tools developed by UT Austin faculty to teach the high school course. At designated periods during the course, students may be eligible to enroll in a distance college course for college credit.
- a. Ramp up period for *yearlong* courses: A student must complete a series of required assignments and summative assessments that are designed, designated, and evaluated by the UT Austin faculty and academic staff. A student must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to be dual enrolled in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Other appeal processes or criteria for eligibility are determined by the course Faculty Lead who sets the standard course syllabus.
 - b. UT Austin distance college course: A student must complete a series of additional required assignments and assessments that are designed, designated, and evaluated by the UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course. The UT Austin Instructor of Record evaluates student progress toward predetermined learning goals and student grades based on the college assessments. (Grades for the high school and distance college

- courses may differ, as the assignments that determine each grade may differ.)
- c. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans (See website for a list of courses, course code, and transferability).
- G. OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas with the exception of College Algebra (M 301), Lab for Mechanics, Heat, and Sound (PHY 102M), and Introduction to Chemical Practices (CH 104M). These three courses typically transfer to other universities using their TCCNs and apply toward the core curriculum at most public institutions in Texas. See OnRamps website for the full list of OnRamps distance college courses and TCCNs. A student who is eligible for, successfully completes, and accepts college credit for the distance college course will have their course grade recorded in the Office of the Registrar at UT Austin. A student may request an official copy of their transcript from the Registrar at the end of the fall or spring term for the applicable fee determined by the registrar (\$20.00 as of January 2020). Students may request transcripts via UT Austin's online transcript request system for up to three years following the completion of their OnRamps course. After three years, students must request transcripts via mail, fax, or email. Before registering for an OnRamps course, each student is advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability.
- H. Support documentation of distance college course credit. OnRamps will assist students, who enroll in the distance college course and earn/accept college credit, secure documentation of their OnRamps participation, including official transcripts and enrollment confirmation letters for students, and non-enrollment confirmation letters for students who do not enroll in the distance college course or decline college credit.
- I. Deliver professional learning to participating and approved high school teachers assigned to teach the OnRamps course.
- a. A summer professional learning institute for participating District teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through the OnRamps Program will have an associated summer professional learning institute. The participating District teacher assigned to the course **must** complete the summer professional learning institute **new teacher track** at least once, in its entirety, before teaching an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are **required** to attend the returning teacher track at the institute, inclusive of

- OnRamps Summit. UT Austin will be responsible for the following at the summer institute:
- i) Scheduling the necessary facilities to provide the institute virtually;
 - ii) Conducting the summer institute; and
 - iv) Crediting participating District teachers with continuing professional education hours (Approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of the full academic year).
- b. Academic year PLIs: One-day professional learning institutes for new and returning District teachers will be held at UT Austin, designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. District teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- J. Provide one or more course staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by the UT Austin faculty within the sponsoring UT department (e.g., Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the high school teacher.
- K. Deliver Partnership Symposium, Summit, and Regional Consortiums to participating District and campus administration (Superintendent, Director of Advanced Academics, Campus Administration, Counselors, Returning OnRamps teachers, etc.)
- a. The Symposium, Summit, and Regional Consortiums goal is to inform, collaborate, and advise on key elements that can prepare students for the transition to postsecondary. They provide space and time for administrators, counselors, and OnRamps staff to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver dual enrollment 101 workshops for participating District/Charter counselors with training that includes: dual enrollment program overview in detail, resources to share with students, families, and campuses and the levels of program support that OnRamps provides. Trainings will be provided regionally or virtually and available to participating District/Charter personnel.
 - c. Deliver in-person or virtual presentations to participating district and campus staff regarding program overview, implementation, and strategies for success.
 - d. Deliver in-person or virtual parent presentations to district community regarding OnRamps overview, implementation, and how to motivate and support their student.
 - e. Provide a link for participating district/charter main point of contact to schedule in-person or virtual presentations. OnRamps presentation

requests must be made at least two weeks in advance. Requests are not guaranteed and will be scheduled based upon the availability of the OnRamps Outreach team.

- f. Each participating district/charter is allotted one OnRamps presentation per campus in an academic year.
- L. The UT Austin course staff will:
- a. Conduct or co-conduct the summer and one-day PLLs;
 - b. Assist the District with OnRamps implementation by providing the necessary training to the high school teacher(s) before and during implementation;
 - c. Provide on-going, one-on-one feedback and guidance to the high school teacher;
 - d. Provide virtual coaching using the OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice;
 - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and UT Austin Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin faculty and UT Austin Instructors of Record with maintaining the course for students in the District, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams, to participating teachers and provide of ongoing support with implementing the curriculum.

Institutional Effectiveness

- M. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as, District high school teachers and administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps high school teacher and classroom observations.
- a. OnRamps staff will alert campus and district administration of any serious concerns regarding the District or campus implementation of the OnRamps course pertaining to quality and fidelity. If the campus or District implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
 - b. OnRamps staff will alert school and District administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
 - c. A UT Austin OnRamps high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given an opportunity to bring implementation of the course into alignment with UT Austin expectations, and OnRamps will provide coaching and support through

the course staff, OnRamps PLIs, virtual coaching, and ongoing communication with the high school teacher. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or no improvement is observed, OnRamps will notify the District, who will use its best efforts to identify an alternate high school teacher, and the District will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any teacher the opportunity to offer the course in the future.

- d. Should UT Austin deem an OnRamps high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify the District, who will work with UT Austin to continue the course through an alternate teacher.
 - e. Any person performing services under this Agreement on behalf of the District/Charter must also be actively employed by the District and may not be on administrative or medical leave. The District must have on file a successfully passed criminal background check for any employee performing services under this Agreement on behalf of the District. If a District becomes aware that an employee performing services does not meet the eligibility requirements listed above, the District main point of contact, who oversees the OnRamps program, must inform their OnRamps point of contact within 24 hours.
- N. Appoint OnRamps high school teachers as UT Austin Affiliates. As an OnRamps Affiliate, high school teachers are eligible to receive UT Austin ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, purchase gym passes, and other benefits.
- a. If an OnRamps high school teacher is deemed not compatible with or in the best interest of the program they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
- O. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the process.

Student Services

- P. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- Q. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- R. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
- S. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with their distance college course writing assignments.

- T. Protect students' education records in accordance with FERPA policies (See Section 4.1.A).
- U. Provide a student orientation module in Canvas for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- V. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- W. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for districts/charter, campuses, high school teachers, and students.

Student Removal to Alternative Campus

- X. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which they are enrolled. If the alternative placement is longer than 7 school days, then the following will need to be done:
 - a. The administrator, OnRamps high school teacher and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If it is determined that the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course. If this occurs prior to census, then the district/charter will not be invoiced for this student.
 - b. If the student needs to be dropped, because it has been determined that the student will not have the appropriate instruction and access to the course then the following: If the student is enrolled in a year-long, OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system and a schedule change will need to be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, should the student have returned to the home campus in time of registration and the beginning of spring instruction.
- Y. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident or other circumstance, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone, and whether the student will continue in the OnRamps course in which they are enrolled.

4.2. Responsibilities of the District

- A. Implement one or more OnRamps courses.
 - a. Assign a District/Charter point of contact at the district level who is responsible for overseeing the implementation of OnRamps high school course(s) and participating in meetings designated for district administration with OnRamps staff.
 - i) The main point of contact will be responsible for providing up to date contact information for district and campus administration. In the event that there is a change in administration at the district or campus level, the district main point of contact will be responsible for communicating those changes to their assigned OnRamps Point of Contact.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s), that will be held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i) Should the Districts/Charters and/or campuses request an OnRamps presentation, the District will be responsible for organizing the event to include reserving appropriate meeting spaces, creating an agenda and providing the technology necessary for the presentation format (screen, projector, microphone, etc.)
 - c. Follow OnRamps recommendations for effective implementation:
 - i) OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate high school teachers. In the case of RHE 306 and RHE 309K, see section iii.1 below.
 - ii) Based on the rigor of the course for students and as overseen by UT Austin faculty, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
 - iii) In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
 - 1) Prohibits the OnRamps course from being offered as an AP English course; and
 - 2) Requires a cap of 25 students per section with a limit of two sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit, hire, and compensate high school teachers with appropriate qualifications to teach the OnRamps courses.
 - a. Minimum requirements for high school teachers to teach an OnRamps course include:
 - i) Bachelor's degree in the discipline or a related field;

- ii) One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g., calculus for precalculus);
 - iii) Completed annual OnRamps teacher application;
 - iv) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute. High school teachers who have been approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-institute tasks may not be eligible to attend the institute. If the District's high school teacher(s) does(do) not complete pre-institute tasks before the start of the required summer institute, the decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion;
 - v) Successful completion of the summer PLI. New OnRamps high school teachers must participate in the entire summer PLI and complete all assigned work, both pre-institute and during the institute. In the event of an emergency, of which OnRamps staff and the teacher's principal are notified, a teacher may make arrangements to make up as much as 20% of the summer PLI and still be eligible to teach the OnRamps course. OnRamps high school teachers who miss more than 20% of the summer PLI, regardless of their reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See section D below for additional information. Returning OnRamps high school teachers must participate in all of the required summer PLI dates.
 - vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 - vii) Attendance at the two one-day fall and spring professional learning institutes.
 - viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
 - x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, ^{the} District, and teachers ^{solely for the OnRamps Program} are owned by UT Austin.
- b. Minimum requirements for returning teachers include:
- i) Successful implementation of OnRamps course during the previous academic year according to the requirements specified under section D below;



District

- ii) Completed annual OnRamps teacher application;
 - iii) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute.
 - iv) Completion of required tasks before the start of the summer institute;
 - v) Successful participation and completion of all required activities in the summer PLI.
 - vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year professional learning institutes and professional development assignments.
 - vii) Attendance at the two one-day fall and spring professional learning institutes.
 - viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
 - x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.
- C. Ensure OnRamps high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Provide access to the OnRamps Portal and Canvas LMS. Participating campuses will work with the OnRamps support team to ensure that their campuses and students can fully access the OnRamps Portal and Canvas LMS;
 - b. Provide access to computer and Internet, as specified by UT Austin. The district will be required to adhere to requirements outlined in the OnRamps Technology Manual;
 - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to computers that meet the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the Internet to view materials and complete and submit assignments, quizzes, tests, and exams, including the following technology for specific course implementation:
 - d. Graphing calculators;
 - e. Audio/visual projection and/or whiteboard;
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments;
 - g. For Biology, Geoscience, Physics and Chemistry, required lab materials; and

- h. The Chemistry course must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration;
 - b. Have students create a UT EID and register for OnRamps via the OnRamps Portal; **No** student may enroll in an OnRamps course six weeks after the start of the district's school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible for the opportunity to earn college credit, the student will be enrolled in the course for high school credit only;
 - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff; and
 - d. Participate in professional learning, including the summer institute, one-day workshops, monthly virtual conferences or virtual learning modules, Sibme virtual coaching, and on-going opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, the District agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops; and
 - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - f. Notify course staff of high school teacher absences that exceed three consecutive class days.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in an OnRamps program meet the following minimum academic requirements:

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	–	Graphic Design
Introduction to Biology I	BIO 311C	Credit in TEKS-based Biology & TEKS-based Chemistry	–
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	Credit in Algebra I	–
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	Credit in Algebra I	–
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	Credit in Chemistry	–
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	Credit in Chemistry	–
Thriving in Our Digital World	CS 302	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	Credit in Biology & Chemistry or IPC & Chemistry	–
United States, 1492-1865	HIS 315K	Credit or concurrent enrollment in English II	–
United States Since 1865	HIS 315L	Credit or concurrent enrollment in English II	–
College Algebra	M 301	Credit for Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	Credit in Algebra II	–
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, or PHYS 1301, Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	Credit in English I & English II	–
Reading and Writing the Rhetoric of American Identity	RHE 309K	Credit in English I & English II	–
Statistics	SDS 302	Credit in Algebra I	Credit in Algebra II & Geometry

- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian, shall acknowledge and consent that the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated their ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful completion of a series of required assignments that are designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dual enrolled in a UT Austin distance college course.
- H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
- a. Cost of Materials and Services:
 - i) For Districts/Charters joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding the summer institute and academic year workshops, outlined in this Agreement to the District, will be defined on a per-student, per-course basis. Lab courses are not considered separate courses. Program costs will be evaluated and adjusted annually. The District annual program fees for each student enrolled in an OnRamps course for the 2020-2021 academic year are \$149, or \$99 for students eligible for free or reduced lunch, per student and per course.

Districts are paying a subsidized rate in line with the 86th legislature appropriation (HB 1, Article III, 59). During the 2020-2021 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by the appropriation.

b. Timing of payment: The OnRamps program fee is assessed after each census window.

i) Within the first four weeks of the course implementation students may decide to drop out of the OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the yearlong and fall semester courses and again on the identified census date in spring for spring semester course and invoice the District based on enrollment at that time. Refunds will not be given at the end of course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Additionally, for OnRamps yearlong courses, the student who is not eligible for the opportunity to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools

OnRamps will send an invoice to the District in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course.

The District is responsible for paying within 30 days of receipt of the invoice.

If payment is not received within 30 days, a ~~6.5%~~ late fee will be assessed for each additional 30 days the payment is overdue, *in accordance with the Texas Prompt Payment Act.*

If the invoice is not paid prior to the start of the next academic year, then the district is not allowed to participate in the program until they are in good standing.

There will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost in line with the 86th legislature appropriation (HB 1, Article III, 59).

c. Cost of Professional Learning




i) The cost of the OnRamps summer and academic year one-day PLLs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:

- \$850 for new teachers; and



- \$550 for returning teachers.
- ii) Districts will be sent an invoice that itemizes the annual professional learning fees for each teacher participating in the Summer PLI .
 1. The District is responsible for paying within 30 days of receipt of the invoice.
 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Pay Act.
 3. OnRamps strongly recommends the District provide a daily stipend to teachers participating in required PLIs.

5. Summer Professional Learning Institute Teacher Registration and Attendance

- A. OnRamps high school teachers are required to register for summer PLI **two weeks prior** to the start of the Summer PLI.
-  B. Cancellation policy: All high school teachers must cancel their registration **two** ~~three~~ weeks prior to PLI or they will be subject to pay 100% of fees for room/board and meals for which those charges apply. The district will be invoiced for all high school teachers who are registered on the day ~~three~~ **two** weeks prior to the event starting.
-  C. If a high school teacher registers for the summer Professional Learning Institute and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning Coordinator **three** weeks prior to the start of the summer Professional Learning Institute. If the teacher does not take the necessary steps to communicate the change in attendance, the teacher's district will be:
 - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute.
- D. If a high school teacher registers for the summer Professional Learning Institute and leaves the institute prior to the end of the institute, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends the summer Professional Learning Institute and the course that the teacher is trained for is not offered for the school year, the teacher's district will be:
 - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute
 -  b. All materials that were provided to campus/district for course will need to be returned to OnRamps within **sixty (60)** ~~30~~ days or district will be responsible for fees associated with such materials for course.

6. Educational Records and Data Sharing

- A. The District and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program according to Federal Rights and Privacy Act, as well as UT Austin Policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400.

- B. In order to provide the OnRamps program and related services to the District and for the District's accountability reporting purposes, OnRamps requires specific student information from the District. All such records are provided the same security as those outlined in 6.A above and will never be sold or shared with external sources. Please refer to the Data Sharing Agreement (DSA) to set terms and conditions for the exchange of data needed to support the OnRamps program.
 - a. The goal of the DSA is to establish the use, scope, and content of data that OnRamps and the District need to support the program.
- C. Following UT Austin's institutional review board standards and policy, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvement.
- D. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and District contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention to support student success and; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If the District obtains access to UT Austin records or record systems protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), the District agrees to strictly adhere to the provisions of FERPA and its implementing regulations designated in Section 6 hereof. While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA.

7. Term of the Agreement

This Agreement is effective as of the date fully executed by both parties (Effective Date), and it covers a period of one (1) academic year, beginning July 1, 2020, and ending June 30, 2021. All parties must sign this Agreement. This Agreement may be renewed, contingent upon resources being available to the OnRamps Program, by entering into a written agreement which is signed by both parties. The District agrees that all amounts owed to UT Austin pursuant to Section 4.2.H will be paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code. If the parties agree, this agreement can be renewed for up to three additional years through a written amendment. The prices in section 4.2 H may change.

8. Ownership of Intellectual Property

UT Austin and the OnRamps program shall own all Intellectual Property Rights in or relating to OnRamps. Intellectual Property Rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable,

copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

9. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.



Either Party
~~UT Austin~~ may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the *Other Party, UT Austin* District and will refund to the District any portion of the annual contribution that has not been expended towards fulfillment of the purposes of the Agreement.

10. Venue; Governing Law

The Agreement and all of the rights and obligations of the parties hereto, and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with, and governed by, and enforced under the laws of the State of Texas.

11. Confidentiality Provision

Both parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

12. Cybersecurity Training Program

If Contractor has access to University's computer(s), then, pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

The representative of the District, in signing this Agreement, warrants that he or she signs as a properly authorized representative of the District and does not assume any personal liability for meeting the terms of this Agreement.

AGREED and ACCEPTED this _____ day of _____, 2020.

Fort Worth ISD

The University of Texas at Austin

By: David Saenz
Name: David Saenz
Title: Chief Innovation Officer
Date: 06/24/2020

DocuSigned by:
Linda Shaunessy
Name: Linda Shaunessy
Title: Business Contracts Administrator
Date: 2020-06-15 | 14:39:50 PDT

FERPA Confidentiality And Security Exhibit

The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, [20 United States Code §1232g \(FERPA\)](#) which Contractor will create, receive, or maintain on behalf of University.

1. **FERPA.** The Parties understand and agree that:

1.1 As part of the work (**Work**) that Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, **FERPA Records**) namely: Student Purchase Transactions, Student Email Addresses, Student ID Information. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

2. **FERPA Compliance.** In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:

2.1 **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.

2.2 **Maintenance of the Security of FERPA Records:** Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>, to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

2.3 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor’s report will

identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an "Education Record" (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.4 **Right to Audit:** If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor's compliance with FERPA as Contractor's compliance relates to University's FERPA Records maintained by Contractor.

2.5 **Five Year Exclusion for Improper Disclosure of Education Records.** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University's "Education Records" (as defined by FERPA) by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract with University for at least five (5) years.

3. **Return or Secure Destruction of FERPA Records.** Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University's written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University or Securely Destroy all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University or Securely Destroyed. **Secure Destruction, Securely Destroy and Securely Destroyed** mean shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.

4. **Disclosure.** Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.

2020-2021 OnRamps Program Fees

PER STUDENT FEE

	Student Enrollment Fee	Subsidized* Student Enrollment Fee
Per Student	\$249.00	\$149.00
Per Student (Free and Reduced Lunch)	\$199.00	\$99.00

*Thanks to the 86th Texas Legislative Session, the appropriation that allows us to subsidize the cost of our program was reinstated.

Fee includes:

- **Course content:** Students receive access to OnRamps yearlong curriculum that challenges them to master content and assignments developed by The University of Texas at Austin (UT Austin).
- **Technology:** Each student has access to the same technology used at UT Austin to support learning and immerse students in the college experience.
- **Assessments:** Students are given assessments that mirror those given at the University, and are evaluated by UT Austin instructors.
- **Credit:** If requirements are met, students may earn college credit through UT Austin that is transferable to any Texas public university, as well as other institutions in Texas and beyond depending on their policies.
- **Instruction:** Students engage in learning experiences with both a UT Austin-trained high school teacher, who receives on-going support from UT Austin faculty and staff, and a UT Austin instructor of record, who will evaluate and provide feedback on students' college-level work.

2020-2021 OnRamps Program Fees

PER TEACHER FEE

	New Instructor	Returning Instructor
	A teacher implementing the OnRamps course for the first time.	A teacher implementing the same OnRamps course as the prior academic year.
Per Teacher	\$850.00*	\$550.00*

*The professional development fee includes all activities for the year. Housing and travel costs are the responsibility of the district.

Fee includes:

- **Course content:** Instructors receive access to OnRamps yearlong curriculum, delivered by The University of Texas at Austin (UT Austin), that challenges students to master content and assignments developed by the University. The curriculum includes: scope and sequence, weekly activities, and formative and summative assessments that are aligned with an existing UT Austin course.
- **Professional Learning:**
 - **Summer Institute:** During a virtual learning experience facilitated to completion during July 2020, Instructors are immersed in 1) learning the content of their OnRamps course, 2) developing their skill in implementing the innovative pedagogy underlying the course, 3) navigating OnRamps technology tools, including Canvas learning management system, and 4) cultivating a community of practice.
 - **Fall and Spring Professional Learning Institutes:** Held in the fall and spring, these workshops are designed to address immediate challenges and opportunities teachers face in their implementation of OnRamps.
 - **Virtual and 1:1 support:** Each Instructor has access to a content and implementation coach who provides ongoing support and training for effective implementation of the curriculum, and access to Sibme, a virtual coaching platform, to receive immediate feedback on their classroom delivery.

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE DATA GOVERNANCE TOOL WITH AN ANALYSIS SOFTWARE

BACKGROUND:

The Board originally approved the purchase of the data governance analysis software, on April 25, 2017, for the 2017-2018 school year. This software allows for greater capacity and robustness around user controls, centralized governance, survey development, administration, data analysis, and on-line reporting. Based upon the value-added components of this software to the District, the administration is requesting a contract extension for 2020-2021 and 2021-2022 school years.

The platform provides numerous features, capabilities, and tools to handle complex, multi-faceted programs, quick ad-hoc research, and statistical analysis. The Research Suite allows evaluators to build surveys, customize survey pathways for a tailored respondent experience, distribute surveys, analyze data, sort results, and more.

Additional features can be extended to other district departments enabling users to conduct various market research such as customer satisfaction and loyalty, employee on-boarding and evaluations, data form collection as well as website feedback. The software accommodates 21st Century surveying techniques for improved operational effectiveness and efficiency.

**S
TRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Data Governance Tool with an Analysis Software
2. Decline to Approve Governance Tool with an Analysis Software
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Data Governance Tool with an Analysis Software

FUNDING SOURCE

Additional Details

Internal Service Fund

773-31-6299-0RE-999-99-212-000000

COST:

2020-2021 School Year.....\$170,000

2021-2022 School Year.....\$170,000

Total Cost.....\$340,000

VENDOR:

Qualtrics, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-036

Number of Bids/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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. 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

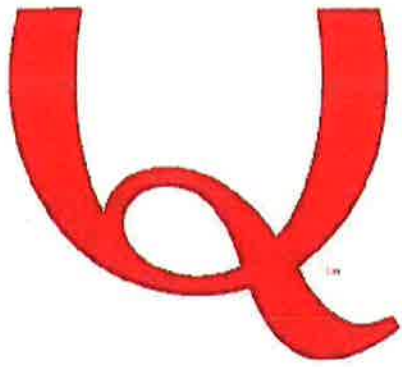
District-wide

RATIONALE:

The type of data that is provided is used to make program decisions, monitor outcomes, comply with regulations, and highlight successes. Adhering to stakeholders' growing need and to be more responsive to numerous data collection types, it is imperative to identify a data governance platform that allows for greater capacity to customize, distribute, collect, and analyze across all data collection processes.

INFORMATION SOURCE:

Michael Ball



Qualtrics Proposal



Drew McIntyre

Qualtrics
R&D Region Manager

410 Qualtrics Drive
Provo, UT 84604

385.245.3006
drewm@qualtrics.com

#77609

Start Date 7/1/2020

Date 5/1/2020

End Date 6/30/2021

Net 30

BILL TO

Fort Worth Independent
School District | Fort Worth
ISD
100 N University Dr.
Fort Worth TX 76107

QUALTRICS LLC
333 W. RIVER PARK DRIVE
PROVO UT 84604
(801) 709-2160
ar@qualtrics.com
Tax ID: 45-4964116

DESCRIPTIONS

K-12 District Research Suite License Number of Students: 86000, Included
Brands: 1, Included Themes: 1 Included Users: 50
Vocalize Solution
Principal Level View Access
File Upload
Closed-Loop Follow Up Feature
Offline App
Role-based Dashboard
Signature Question Type
SMS Targeting
Intelligent Text Analytics
Text Highlighting
Data Science & Analytics

SUBTOTAL **USD \$269,395.29**

DISCOUNT **USD \$-99,395.29**

CONTRACT TOTAL **USD \$170,000.00**

TOTAL USD \$170,000.00

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF WEB-BASED LEARNING SYSTEM USER LICENSES

BACKGROUND:

A web-based learning system is integrated into the gifted differentiation component of the curriculum framework as a supplementary resource. Renewal of this contract for services, that we have been using since 2006, assists in the development of students' personal and academic strengths in order to increase engagement and ultimately close achievement gaps. Renewal also allows access to all teachers and maximizes resources to take advantage of web-based, cross-curricular offerings. Teacher productivity is increased and their ability to use more resources with diverse student populations increases students' self-direction. Research from the learning system suggests these developed learning materials promote high levels of achievement, motivation, creativity, and student engagement. Findings demonstrate that students achieve at higher levels when they pursue topics and activities of personal interest and that the enrichment can be provided to all students through the use of technology.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Web-Based Learning System User Licenses
2. Decline to Approve Purchase of Web-Based Learning System User Licenses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Web-Based Learning System User Licenses

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-001-XXX-21-344-000

COST:

\$70,050.00

VENDOR:

Renzulli Learning, LLC

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.03§ (j) regarding school district purchases available from only one source. A completed sole source affidavit 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 elementary and middle schools

RATIONALE:

The purchase of the user licenses will help increase student achievement and provide enrichment opportunities, resources, and encouragement for the individual student.

INFORMATION SOURCE:

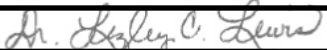
David Saenz

837 Whalley Avenue
 New Haven, CT 06515
 +1 203.680.8301

Quote Date: 1/30/2020
 Quote #: O6UJ9A0003AV
 Account: Fort Worth Independent School District
 Prepared For: Tyler Dean
 Quote Year: Academic Year 2020-21

Product	Unit Price	Quantity	Total Price
RLS User License	\$4.67	15,000	\$70,050.00
Total			\$70,050.00

Accepted By:

Signature: 	Date: June 18, 2020
Print Name: Dr. Lezley C. Lewis	Phone Number: 817-814-4301

Renzulli Learning is an online teaching tool that provides personalized learning for students. The system helps teachers to save time and to instruct students more effectively. Renzulli enables educators to easily differentiate instruction and leverages student motivation to achieve enhanced academic performance.

The system includes four key components:

- 1. The Renzulli Profiler** - Each student registers and then completes an on-line profile that gives teachers a comprehensive learning assessment of their academic strengths, interests, and learning and expression styles. Depending on the student's age and reading level, completion of the Profiler takes between 20 and 45 minutes. For more information about the Renzulli Profile.
- 2. The Renzulli Differentiation Search Engine** - The Differentiation Search Engine matches thousands of on-line and some off-line resources to each student's profile. Students and teachers are also able to explore the entire database of over 50,000 carefully selected age-appropriate websites and resources, including enrichment activities, simulations, e-books, and projects.
- 3. Lesson Planning and Differentiation Tool** - The lesson planning and differentiation tool enables teachers and students to work collaboratively on topics, assignments, and projects. Teachers can differentiate and disseminate a lesson in as little as 15 minutes. They can create and differentiate their own lessons or use the Renzulli ready-made assignments and projects with linked-in resources. RLS enables students to understand 'the why' of using the Internet by helping them make the best use of web resources. It also helps students focus their interests as they pursue advanced level work. The tool also enables students to complete a differentiated project in a systematic manner to achieve their goal.
- 4. The Total Talent Portfolio** - Renzulli Learning System has on-line portfolios to store student's work. It is accessible anytime, anywhere, and can transport student information from grade-to-grade or school-to-school. The portfolio records enrichment sites visited, students' assessment of the on-line Renzulli resources, and favorite sites, as well as any projects and assignments students have completed. Teachers and parents can review this portfolio at any time.

Professional Development is available.

- Free System User Guides and Help Desk Support are available to all clients.
- On-Line (per day): \$1,200
- In-Person (per day): \$2,200

One day provides an introduction with 2-3 days recommended. Pricing for this and other Renzulli levels of use can be found here: <http://lplearning.org/renzulli-pricing-2/>

How to Purchase Renzulli Learning

1. Please provide a Purchase Order at which time we will provide you with an invoice.
2. To pay by Credit Card, please call us at +1 (203) 680-8301.

This Quote is for a one year subscription to the Renzulli Learning System and Professional Development as requested.

If you have questions or would like to adjust this Quote, please contact Brian Davis at bdavis@LPiLearning.org or +1 (203) 680-9985.

March 1, 2019

To whom it may concern:

This letter is to introduce you to Renzulli Learning, LLC, a Delaware corporation. Renzulli Learning, LLC is the sole source vendor in the United States for the Renzulli Learning curriculum, assessment and tools as well as Renzulli Learning Systems. A list of all the Renzulli products is below.

These software/services are now owned, developed, and published as a package exclusively by Renzulli Learning, LLC headquartered in New Haven, Connecticut. **Our EIN is 82-2321338.**

The Renzulli software/services meet the SEA/LEA scientifically-based assessment, curriculum, management and reporting obligations under NCLB especially for Title I and Title III designated students.

Renzulli Learning, LLC is the copyright proprietor of these items and offers the copyrighted materials of third parties under license. Renzulli Learning is a turnkey system which includes courseware and teacher training/professional development.

For additional information, please contact Renzulli Learning, LLC at 1-203-680-8301 or please visit our website at www.renzullilearning.com.

Sincerely,



Michael N. DiMauro, CEO
Renzulli Learning, LLC

Sole Source Renzulli Products:

Renzulli Learning System; Renzulli Profiler™; Renzulli Enrichment Resource Search; Renzulli Learning Wizard Project Maker; Renzulli Learning PSP®; Renzulli Differentiation Engine™; Renzulli Lesson Library®; Renzulli Score Booster®; Renzulli Next-Book®

Renzulli Licenses Campus Allocation

<i>LOC #</i>	<i>CAMPUS</i>	<i>LICENSES</i>	<i>COST PER LICENSE</i>	<i>TOTAL</i>
042	Daggett MS	100.00	\$4.67	\$467.00
043	Wedgwood 6th Grade Center	70.00	\$4.67	\$326.90
044	JP Elder MS	100.00	\$4.67	\$467.00
045	Forest Oak MS	100.00	\$4.67	\$467.00
047	Handley MS	100.00	\$4.67	\$467.00
048	William James MS	100.00	\$4.67	\$467.00
049	Kirkpatrick MS	100.00	\$4.67	\$467.00
050	WP McLean MS	100.00	\$4.67	\$467.00
051	Meacham MS	100.00	\$4.67	\$467.00
052	Meadowbrook MS	100.00	\$4.67	\$467.00
053	Monnig MS	100.00	\$4.67	\$467.00
054	Morningside MS	100.00	\$4.67	\$467.00
055	Applied Learning Academy (MS)	100.00	\$4.67	\$467.00
056	Riverside MS	100.00	\$4.67	\$467.00
057	Rosemont MS	100.00	\$4.67	\$467.00
058	Stripling MS	100.00	\$4.67	\$467.00
059	Jacquet MS (formerly Dunbar MS)	100.00	\$4.67	\$467.00
060	Wedgwood MS	100.00	\$4.67	\$467.00
061	Leonard MS	100.00	\$4.67	\$467.00
063	Como Montessori School (ES)	175.00	\$4.67	\$817.25
064	Glencrest 6th Grade Center	70.00	\$4.67	\$326.90
067	Rosemont 6th Grade Ctr	70.00	\$4.67	\$326.90
069	WP McLean 6th Grade Ctr	70.00	\$4.67	\$326.90
070	Jean McClung MS	150.00	\$4.67	\$700.50
071	Benbrook MS	150.00	\$4.67	\$700.50
081	Young Women's Leadership Acad (YWLA)	180.00	\$4.67	\$840.60
083	Young Men's Leadership Acad (YMLA)	180.00	\$4.67	\$840.60
101	Alice Carlson Applied Learning Ctr	180.00	\$4.67	\$840.60
103	Benbrook ES	150.00	\$4.67	\$700.50
105	West Handley ES	150.00	\$4.67	\$700.50
107	Burton Hill ES	150.00	\$4.67	\$700.50
110	Carroll Peak ES	150.00	\$4.67	\$700.50
111	Carter Park ES	150.00	\$4.67	\$700.50
114	Manuel Jara ES	150.00	\$4.67	\$700.50
115	George C Clark ES	150.00	\$4.67	\$700.50
116	Lily B Clayton ES	150.00	\$4.67	\$700.50
117	Como ES	150.00	\$4.67	\$700.50
118	HH Peace ES	150.00	\$4.67	\$700.50
119	Daggett ES	150.00	\$4.67	\$700.50
120	Rufino Mendoza ES	150.00	\$4.67	\$700.50

Renzulli Licenses Campus Allocation

<i>LOC #</i>	<i>CAMPUS</i>	<i>LICENSES</i>	<i>COST PER LICENSE</i>	<i>TOTAL</i>
121	DeZavala ES	150.00	\$4.67	\$700.50
122	Diamond Hill ES	150.00	\$4.67	\$700.50
123	SS Dillow ES	150.00	\$4.67	\$700.50
124	Maude Logan ES	150.00	\$4.67	\$700.50
125	Eastern Hills ES	150.00	\$4.67	\$700.50
126	East Handley ES	150.00	\$4.67	\$700.50
127	Christene C Moss ES	150.00	\$4.67	\$700.50
129	John T White ES	150.00	\$4.67	\$700.50
130	Harlean Beal ES	150.00	\$4.67	\$700.50
131	Rosemont ES	150.00	\$4.67	\$700.50
132	Glen Park ES	150.00	\$4.67	\$700.50
133	WM Green ES	150.00	\$4.67	\$700.50
134	Greenbriar ES	150.00	\$4.67	\$700.50
135	Van Zandt-Guinn ES	150.00	\$4.67	\$700.50
137	Hubbard Heights ES	150.00	\$4.67	\$700.50
138	HV Helbing ES	150.00	\$4.67	\$700.50
139	Milton L Kirkpatrick ES	150.00	\$4.67	\$700.50
141	Meadowbrook ES	150.00	\$4.67	\$700.50
143	D McRae ES	150.00	\$4.67	\$700.50
144	Mitchell Boulevard ES	150.00	\$4.67	\$700.50
146	MH Moore ES	150.00	\$4.67	\$700.50
147	Morningside ES	150.00	\$4.67	\$700.50
148	Charles E Nash ES	150.00	\$4.67	\$700.50
149	North Hi Mount ES	150.00	\$4.67	\$700.50
150	Oakhurst ES	150.00	\$4.67	\$700.50
151	Natha Howell ES	150.00	\$4.67	\$700.50
152	Oaklawn ES	150.00	\$4.67	\$700.50
153	AM Pate ES	150.00	\$4.67	\$700.50
154	ML Phillips ES	150.00	\$4.67	\$700.50
156	Ridglea Hills ES	150.00	\$4.67	\$700.50
157	Luella Merrett ES	150.00	\$4.67	\$700.50
159	Versia Williams ES	150.00	\$4.67	\$700.50
160	M Walton ES	150.00	\$4.67	\$700.50
161	Sam Rosen ES	150.00	\$4.67	\$700.50
162	Sagamore Hill ES	150.00	\$4.67	\$700.50
163	Bruce Shulkey ES	150.00	\$4.67	\$700.50
165	Richard J Wilson ES	150.00	\$4.67	\$700.50
166	South Hi Mount ES	150.00	\$4.67	\$700.50
167	South Hills ES	150.00	\$4.67	\$700.50
168	Springdale ES	150.00	\$4.67	\$700.50

Renzulli Licenses Campus Allocation

<i>LOC #</i>	<i>CAMPUS</i>	<i>LICENSES</i>	<i>COST PER LICENSE</i>	<i>TOTAL</i>
169	Sunrise-McMillan ES	150.00	\$4.67	\$700.50
171	Tanglewood ES	150.00	\$4.67	\$700.50
172	WJ Turner ES	150.00	\$4.67	\$700.50
175	Washington Heights ES	150.00	\$4.67	\$700.50
176	Waverly Park ES	150.00	\$4.67	\$700.50
177	Westcliff ES	150.00	\$4.67	\$700.50
178	Westcreek ES	150.00	\$4.67	\$700.50
180	Western Hills ES	150.00	\$4.67	\$700.50
184	Worth Heights ES	150.00	\$4.67	\$700.50
186	David K Sellars ES	150.00	\$4.67	\$700.50
187	JT Stevens ES	150.00	\$4.67	\$700.50
188	Atwood McDonald ES	150.00	\$4.67	\$700.50
190	Riverside Applied Learning Ctr (ES)	180.00	\$4.67	\$840.60
194	Daggett Montessori School (K-8)	175.00	\$4.67	\$817.25
206	Bill Elliott ES	150.00	\$4.67	\$700.50
207	Westpark ES	150.00	\$4.67	\$700.50
208	TA Sims ES	150.00	\$4.67	\$700.50
209	Edward J Briscoe ES	150.00	\$4.67	\$700.50
216	Woodway ES	150.00	\$4.67	\$700.50
219	Lowery Road ES	150.00	\$4.67	\$700.50
220	Alice Contreras ES	150.00	\$4.67	\$700.50
221	Western Hills Primary (PPCD/PreK)	75.00	\$4.67	\$350.25
222	Clifford Davis ES	150.00	\$4.67	\$700.50
223	Cesar Chavez ES	150.00	\$4.67	\$700.50
224	MG Ellis Primary School (PK/K only)	75.00	\$4.67	\$350.25
225	Bonnie Brae ES	150.00	\$4.67	\$700.50
226	Seminary Hills Park ES	150.00	\$4.67	\$700.50
227	Dolores Huerta ES	150.00	\$4.67	\$700.50
		15,000.00		\$70,050.00

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: APPROVE ANNUAL RENEWAL OF ONLINE SUBSCRIPTION
DATABASES**

BACKGROUND:

The subject-specific curriculum-based reference databases include articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The content area databases include: *African-American History, American History, American Indian History, Ancient and Medieval History, Bloom’s Literature, Curriculum Resource Center, Ferguson’s Career Guidance Center, Health Reference Center, History Research Center, Modern World History, Science Online, and World Geography & Culture Online*. Infobase’s *Classroom Video On Demand* and *The World Almanac for Kids* databases have been purchased separately in the past, but are now consolidated into the annual subscription renewal package. The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through individual school library websites, Library Media Services’ websites, and *ClassLink*, the District’s single sign-on portal. Library Media Services monitors usage monthly to determine continued interest and need. This contract period begins July 1, 2020, and expires June 30, 2021.

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

- 1. Approve Annual Renewal of Online Subscription Databases
- 2. Decline to Approve Annual Renewal of Online Subscription Databases
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Renewal of Online Subscription Databases

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$89,093.57

VENDOR:

Infobase Learning

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 16-030

Number of Bid/Proposals received: 169

HUB Firms: 14

Compliant Bids: 169

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 Fort Worth ISD campuses and departments have online access to the databases.

RATIONALE:

Database user activity for a twelve-month period reports that 9,715 database searches were conducted and 12,551 database records were viewed. Monthly user activity for individual databases is available online.

INFORMATION SOURCE:

Jerry Moore

Infobase
Subscription Renewal Price Quote

March 6, 2020

Customer #: 101246

Fort Worth Independent School District
Library Media Services
3150 McCart Avenue
Fort Worth TX 76110

Dear Subscriber:

It is time to renew! I am pleased to provide you with the following renewal price quote. Please feel free to contact me for further information or to confirm your renewal.

PRODUCT INFORMATION

PRODUCT	CURRENT EXPIRATION	RENEWAL TERM	RENEWAL PRICE	TYPE
African-American History	July 31, 2020	12 months	\$4,749.13	Renewal
American History	July 31, 2020	12 months	\$9,498.28	Renewal
American Indian History	July 31, 2020	12 months	\$4,749.13	Renewal
Ancient and Medieval History	July 31, 2020	12 months	\$4,749.13	Renewal
Bloom's Literature	July 31, 2020	12 months	\$4,749.13	Renewal
Curriculum Resource Center	July 31, 2020	12 months	\$4,749.13	Renewal
Ferguson's Career Guidance Center	July 31, 2020	12 months	\$4,749.13	Renewal
Health Reference Center	July 31, 2020	12 months	\$4,749.13	Renewal
Modern World History	July 31, 2020	12 months	\$4,749.13	Renewal
Science Online	July 31, 2020	12 months	\$4,749.13	Renewal
The World Almanac for Kids	July 31, 2020	12 months	\$11,071.26	Renewal
The World Almanac for Kids Elementary	July 31, 2020	12 months	\$8,281.33	Renewal
World Geography and Culture Online	July 31, 2020	12 months	\$4,749.13	Renewal
Classroom Video On Demand: Master Collection	July 31, 2020	12 months	\$12,751.40	Renewal

TOTAL COST: \$89,093.57

This notification is a Renewal Price Quote only, not an invoice. Please fill out the form below or contact your Sales Representative or Customer Service to confirm your renewal.

*NOTE: The total cost shown has been determined by the combination of products included in this proposal. Should any of selections change, renewal prices may change and a new price quote will be needed.

RENEW NOW

If you would like to renew NOW, please reply to this email or print and fill out the Renewal Form below and fax it to us at 212-313-9456. Thank you.

RENEWAL FORM

YES, please renew my subscription(s) to the services listed above.

Purchase Order No.:

(if required)

Payment made by: My institution My district office

Bill date: Now or Specify date]

Full name:

Signature:

Institution:

Today's Date:

CONTACT US

Steve Kindel
National Accounts Manager
Streaming Media, Online Reference Databases &
eBooks
e: skindel@infobaselearning.com
p: 888.367.6368 x-6059
c: 949.241.9287
f: 1-212-313-9443

Infobase Learning
Films Media Group | Facts On File Online | Learn360
132 West 31st Street, 17th floor
New York, NY 10001

Customer Service and Billing
Mon–Fri. 9:00 a.m. to 5:00 p.m. (EST)
P: 1-800-322-8755, Option 1
F: 1-800-678-3633
custserv@infobaselearning.com

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Infobase
132 West 31st Street 16th Floor
New York, NY 10001 USA

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: **APPROVE RENEWAL OF WEBHOSTING SERVICES, MASS COMMUNICATIONS SYSTEM, FWISD APP AND TEACHER COMMUNICATION TOOL FOR THE 2020-2021 SCHOOL YEAR**

BACKGROUND:

Fort Worth ISD currently uses the same system to provide telephone, text, email, and mobile application messages for emergency communications, daily attendance, and general announcements at both the campus and District levels. On February 26, 2013, the Board approved the purchase for a web hosting solution in the amount of \$144,311.00. This web hosting solution provides the District with its primary District website, as well as the websites for all campuses. This purchase was for an initial one-year period with the option to extend for four additional years in one-year increments. This renewal allows our users to continue to easily view our websites on any device and take advantage of more extensive new updates recently added to the system.

The Teacher Communications tool is a notification system similar to Mass Notifications, but designed specifically for teachers. This system allows teachers to send regular or pre-made messages via email, text/SMS messages, and if enabled by the District, direct phone messages to students and parents. These messages are categorized into teacher-specific categories and may be targeted to select students based on the message subject. Teachers may also create their own messages.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student & Customer-Centered

ALTERNATIVES:

1. Approve Renewal of Webhosting Services, Mass Communications System, FWISD App and Teacher Communication Tool for the 2020-2021 School Year
2. Decline to Approve Renewal of Webhosting Services, Mass Communications System, FWISD App and Teacher Communication Tool for the 2020-2021 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Webhosting Services, Mass Communications System, FWISD App and Teacher Communication Tool for the 2020-2021 School Year

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-001-999-99-104-000000

COST:

\$376,015.41

VENDOR:

Blackboard 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/TAPS Contract 181204 and 190701. 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 webhosting services support and strengthen the District’s work in enhancing family and community engagement through timely and relevant communication with students, families, staff, and members of the community. These are proven strategies, and the Fort Worth ISD District app has been downloaded more than 84,000 times and continues to be a necessary and vital tool for

engagement. The FWISD website receives more than 30.9 million pageviews each year and provides important news and information for all District stakeholders.

INFORMATION SOURCE:

Barbara Griffith

VOID IF EXECUTED AFTER: August 09, 2020
CUSTOMER: Fort Worth ISD

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Fort Worth ISD** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located in the Order Form signed on June 12, 2019 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary



Qty	Product Code	Product or Service	2020 Renewal Term Period #1 Fees (USD) 01-Jul-2020-30-Jun-2021	2020 Renewal Term Period #2 Fees (USD) 01-Jul-2021 -- 30-Jun-2022	2020 Renewal Term Period #3 Fees (USD) 01-Jul-2022 -- 30-Jun-2023	2020 Renewal Term Period #4 Fees (USD) 01-Jul-2023 -- 30-Jun-2024
81390	BC-MN-TAPP	TEACHER COMMUNICATION	\$71,824.07	\$71,824.07	\$71,824.07	\$71,824.07
81390	BC-MN	BLACKBOARD MASS NOTIFICATIONS	\$91,145.65	\$91,145.65	\$91,145.65	\$91,145.65
134	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 1 - 2,000 Users	\$120,925.04	\$120,925.04	\$120,925.04	\$120,925.04
81390	MCA-APPI	BLACKBOARD MOBILE COMMUNICATIONS APP INTEGRATED	\$91,145.65	\$91,145.65	\$91,145.65	\$91,145.65
1	WCM-CRT-TP-MNT	CREATIVE: TEMPLATE REGULATORY MAINTENANCE	\$975.00	\$975.00	\$975.00	\$975.00
		Total	\$376,015.41	\$376,015.41	\$376,015.41	\$376,015.41

B. Terms

1. The 2020 Renewal Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Upon conclusion of the 2020 Renewal Term, this Order Form shall terminate.
3. Effective Date: July 01, 2020

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Sales Approved: Genadiy Khadzhi	
Initial:	
Customer: Fort Worth ISD	Blackboard Inc.
Signature:	
Name:	Name: Bill Jones
Title:	Title: Deputy General Counsel
Date:	Date: June 25, 2020

In Process

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No
 Yes - Please complete below and attach or send PO to Operations@blackboard.com

PO Number: _____ PO Amount: _____
 Attach PO (Optional): _____ Attach Tax Exemption (Optional): _____

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email:

EMAIL PO & VENDOR QUOTE TO: 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	RESELLERS
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VENDOR **BLACKBOARD INC**

3815 River Crossing Parkway, Suite 200 Indianapolis IN,46240

WEBSITE www.blackboard.com

SERVICE/PRODUCTS DESCRIPTION Blackboard® Inc. is fully incorporated and has been in business for 22 years. Formed in 1997 with the vision of transforming the Internet into a powerful environment for the educational experience, Blackboard quickly became the leading provider of e-Education systems and services. Blackboard's roots originate with its first teaching and learning software platform, CourseInfo, which was created within the education community. Today, Blackboard is the world's leading education technology company: we are reimagining education by challenging conventional thinking and advancing new learning models. We rapidly deploy relevant and meaningful technologies and services to meet the needs of modern-day learners and the institutions that serve them, driving success and growth for both. In partnership with higher education, K-12, corporate organizations, and government agencies around the world, we help every learner achieve his or her full potential. Over the past decade, Blackboard has grown from less than \$100M in annual revenue to more than \$643M in annual revenue in 2015. During this time, Blackboard has continued to consistently generate positive operating cash flows and has remained profitable as measured and reported to creditors and investors. Blackboard has grown through both acquisition and organic growth. Blackboard is the market leader in ten different product categories in higher education in North America. Globally, Blackboard supports more than 19,000 customers in 100 countries, including 1,900 international institutions. Blackboard estimates 30 million individual users for all Blackboard

products and services. Blackboard has approximately 2,750 employees worldwide, and is headquartered in Washington, D.C., with offices in North America, Europe, Asia, and Australia. Based on the Top 50 Times Higher Education Reputation Ranking in 2014, 80 percent of the world's top academic institutions work with us. Our solutions and services are used by one in three U.S. school districts, including 70 of the largest 100 districts, and we serve more than 20 million K-12 students. We support and work with 92 percent of the Nation's top online bachelor degree programs.

CONTRACT: **181204** **Notification Systems**

End Date: Feb-28-2022 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **190701** **Web Hosting, Services or Content Management**

End Date: Sep-30-2022 EDGAR COMPLIANCE: (Contact TIPS for Verification)

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**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: APPROVE PURCHASE OF STUDENT INTERNET CONNECTIVITY
(HOTSPOTS) LINES**

BACKGROUND:

Additional student connectivity (hotspots) accounts are necessary and urgently needed in order to provide school families with the capability to connect to the internet to support instruction. Access to the internet is critical for support of the Learning at Home initiative for the Covid-19 school environment. This purchase will provide an unlimited 4GLTE Mobile Plan and CIPA filtering on 10,000 lines.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Student Internet Connectivity (Hotspots) Lines
2. Decline to Approve Purchase of Student Internet Connectivity (Hotspots) Lines
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Student Internet Connectivity (Hotspots) Lines

FUNDING SOURCE

Additional Details

General Fund
Special Revenue Fund

Appropriate accounts and funds identified as necessary
Appropriate accounts and funds identified as necessary

COST:

\$2,400,000.00

VENDOR:

T-Mobile

PURCHASING MECHANISM

Emergency and Interlocal Agreement

There are three source documents that support emergency purchases. The first is from the EDGAR 2 CFR 200.320(f)(2). The second is Texas Education Code 44.031(h) and the third is our Local Board Policy CH LOCAL.

This purchase is in accordance with 2 CFR 200.318(e) and Texas Education Code section 44.031(j) regarding school district purchases made through state and local intergovernmental agreements, inter-entity agreements, or an interlocal agreement contract. Pricing was obtained through the Texas Department of Information Resources (DIR) contract TSO 3420. Supporting documentation is attached. The recommended vendor are listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools

RATIONALE:

Fort Worth ISD needs to support online instruction by providing additional student connectivity accounts for the Covid-19 virtual school environment.

INFORMATION SOURCE:

Jerry Moore

Partnership Opportunities T-Mobile & Fort Worth



Proposal Prepared for: Fort Worth ISD

Date Issued: July 13, 2020

Offer Valid thru: July 29, 2020

Don Katello

T-Mobile Government Account Manager

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

Texas DIR CONTRACT: DIR-TSO-3416

Wireless Data and Voice



Fort Worth ISD

QTY 5000----12 Month COVID Agreement Unlimited Data Hotspots

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

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

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

NET Total Agreement cost for 5000 Hotspots = \$1,200,000.00



Texas DIR CONTRACT: DIR-TSO-3416

Wireless Data and Voice



Fort Worth ISD

QTY 10,000----12 Month COVID Agreement Unlimited Data Hotspots

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

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

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

NET Total Agreement cost for 10,000 Hotspots = \$2,400,000



Alcatel LINKZONE® 2

Additional specs

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



**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF PLEXIGLASS WORKSPACE PARTITIONS – GOODS AND SERVICES NECESSARY, GIVEN THE COVID-19 EMERGENCY

BACKGROUND:

Plexiglass partitions are needed for use in circumstances where masks or face coverings will impede the delivery of instruction when students return to classrooms for the 2020-2021 school year. The partitions will create a safe barrier. The District expects to submit this and other smaller purchases for partial reimbursement from FEMA emergency funds under the CARES Act

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Plexiglass Workspace Partitions – Goods and Services Necessary, Given the COVID-19 Emergency
2. Decline Approve Purchase of Plexiglass Workspace Partitions – Goods and Services Necessary, Given the COVID-19 Emergency
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Plexiglass Workspace Partitions – Goods and Services Necessary, Given the COVID-19 Emergency

FUNDING SOURCE

Additional Details

General Fund

199-51-6398-C19-999-99453-000000

COST:

\$999,408

VENDOR:

Home Depot Pro

PURCHASING MECHANISM

Emergency (Per Statute)

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations & Technology
All Schools

RATIONALE:

The purchases of goods and services for the 2020-2021 school year are vital to the opening of school due to the pandemic.

INFORMATION SOURCE:

Art Cavazos



formerly SupplyWorks

PRICE QUOTATION

PO BOX 2317
Jacksonville, FL 32203-2317

Ship To:
FORT WORTH ISD PUBLIC SCHOOLS
2808 TILLAR STREET
FORT WORTH TX 76107-1323

Quote Date	07/15/20
Quote Number	19610430
Account Number	686202

Quoted To:
FORT WORTH ISD PUBLIC SCHOOLS
2808 TILLAR STREET
FORT WORTH TX 76107-1323

Contact Info:
BURL DEAN
(817) 871-2126

For Inquiries Call:
(866) 412-6726 Fax : (904) 899-4339
SpecialOrders2@interlinebrands.com
www.HomeDepotPro.com/Institutional

Management
50980- FORT WORTH ISD A/P DEPT

Quote Date	Customer PO#	Writer	Salesperson
07/15/20	foam frame desk p	Andrea	MIKE WATSON

LN.	Item No.	Description	Qty	UOM	Price	Ext Amt T
1	CGDS-PS20X24-WHITE	FOAMBOARD DESK SHIELD 3/16" STYRENE-FACED FOAM TRI-FOLD 3 WINDOWS: 16"x16" FRONT SHIELD: 20"x23.75" SIDE SHIELDS: 19.5"x23.75" NO HANDLE .015" APET FOR THE WINDOWS FREIGHT INCLUDED iExpected Delivery is 2-3 WEEKS after orde iSpecial Order Item Nonreturnable. iSpecial Orders may be Subject to iFreight Charges. iQuote#: 19610430	37600	EA	26.58	999408.00 Y

Quotation Sub-Total	\$999,408.00
Tax	\$0.00
Total	\$999,408.00

023 0168 BYD 00653580

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE RATIFICATION OF THE PURCHASES OF VARIOUS GOODS AND SERVICES NECESSARY, GIVEN THE COVID-19 EMERGENCY

BACKGROUND:

On March 31, 2020 the Board approved a Resolution of Delegation of Authority During the COVID-19 Emergency. The resolution gave the authority to the superintendent to procure, negotiate, and execute contracts for goods and services that are necessary to protect the safety of the District students and staff, given the emergency of COVID-19. Since these individual orders each exceed the \$50,000 threshold identified in Board policy, we are now asking for ratification of these purchases. These purchases were necessary goods and services that have been ordered to ensure timely delivery before the start of the 2020-2021 school year. The listed items have been procured under this authority. The District expects to submit these purchases for partial reimbursement from FEMA emergency funds.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of the Purchases of Various Goods and Services Necessary, Given the COVID-19 Emergency
2. Decline to Approve Ratification of the Purchases of Various Goods and Services Necessary, Given the COVID-19 Emergency
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of the Purchases of Various Goods and Services Necessary, Given the COVID-19 Emergency

FUNDING SOURCE

Additional Details

General Fund	199-51-6398-C19-999-99-453-000000.....	\$880,528
	199-51-6399-C19-999-99-453-000000.....	\$2,521,176
	199-51-6399-C19-999-99-456-000000.....	\$313,620

COST:

\$3,715,324

VENDOR:

See Attached List

PURCHASING MECHANISM

Emergency (Per Statute)

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations & Technology
All Schools and Facilities

RATIONALE:

The purchases of emergency goods and services for the 2020-2021 school year are vital to the opening of school due to the pandemic.

INFORMATION SOURCE:

Art Cavazos

Vendor Ratification List

Vendor	Description	Qty	Amount
Binswanger Glass Co.	48"x96" Clear Acrylic Cut Sheets	600	134,500.00
MANS Distributors	Disinfectant Spray	1,200	95,880.00
Cintas First Aid & Safety	Disinfectant Wipes	96,000	393,560.00
Grainger	Disinfectant/Sanitizer Drum		70,145.00
MANS Distributors	Disposable Masks-Adult	40,000	40,000.00
MANS Distributors	Disposable Masks-Adult	10,000	10,000.00
MANS Distributors	Disposable Masks-Students	100,000	4,995.00
Pollock	Disposable Student Face Masks	994,020	451,286.00
Aramark	Face Mask w/Students w/Adjustor-Cloth	150,000	292,500.00
Cintas First Aid & Safety	Face Shields-Student	83,400	125,100.00
Home Depot Pro	Fogging Machines	300	297,968.00
School Health	Gowns-Special Population/Health Services	29,000	173,710.00
Pollock	Hand Sanitizer Gallon	12,000	864,000.00
Pollock	Sanitizer Stations - Floor Stand	1,000	87,425.00
Home Depot Pro	Touch Free Infrared Thermometers	6,000	313,620.00
Home Depot Pro	Touch Free Infrared Thermometers	2,000	104,540.00
Home Depot Pro	Hand Sanitizer-Wall Dispensers	5,691	256,095.00
Total			3,715,324.00

**CONSENT AGENDA ITEM
BOARD MEETING
JULY 21, 2020**

TOPIC: APPROVE RESOLUTION OF THE ANNUAL REVIEW OF INVESTMENT POLICIES AND STRATEGIES

BACKGROUND:

As required by the Texas Government Code Sec. 2256.005 and Board Policy CDA(LEGAL), the District's investment policies and strategies must be reviewed annually. The policies and strategies recommended were developed with the assistance of TASB Policy Services, meet all District investment needs, and are in compliance with the Public Funds Investment Act as contained in Chapter 2256 of the Texas Government Code.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Annual Review of Investment Policies and Strategies
2. Decline to Approve Resolution of the Annual Review of Investment Policies and Strategies
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution of the Annual Review of Investment Policies and Strategies

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:

Review of the Investment Policies and Strategies and the adoption of the Resolution complies with Texas Government Code Sec.2256.005 and Board Policy CDA(LEGAL).

INFORMATION SOURCE:

Michael Ball

**RESOLUTION
INVESTMENT POLICIES AND STRATEGIES**

**BOARD OF EDUCATION
BOARD MEETING: JULY 21, 2020
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 21st day of July, 2020, the Board of Education (BOE) for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and;

WHEREAS, the Fort Worth Independent School District (District) is required by law to annually review its investment policies and strategies (CDA LEGAL and LOCAL); and

WHEREAS, the District is required to designate its investment officers, review, revise, and adopt a list of qualified brokers that are engaged in investment transactions with the District, and approve the institutions and/or organizations to provide investment training to the District's investment officers; and

WHEREAS, the District last reviewed its investment policies and strategies as contained in CDA (Legal and Local) on July 16, 2019; and

WHEREAS, the District desires to affirm its policies and strategies as contained in CDA (Legal) issued November 22, 2019, and CDA (Local) issued on May 31, 2018; and

WHEREAS, the District desires to designate the Chief Financial Officer, Controller, Treasurer, and the Senior Financial Officer as its investment officers; and

WHEREAS, the District desires to adopt the list of qualified brokers to engage in investment transactions with the District as outlined in this Resolution, and to approve the institutions and/or organizations to provide investment training to the District's investment officers as outlined in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the District's investment policies and strategies have been reviewed and are hereby adopted as fully outlined in School Board Policy CDA (Legal) issued on November 22, 2019 and CDA (Local) as issued on May 31, 2018; and that the Chief Financial Officer; Controller; Treasurer and the Senior Financial Officer shall serve as its investment officers.

NOW, THEREFORE, BE IT IS FURTHER RESOLVED that the below list of qualified investment brokers are approved to engage in investment transactions for the district. All

investment brokers recommended are licensed to sell and transact business in the State of Texas and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District:

- Investment Pools: TexPool, TexPool Prime, TexStar, LOGIC Participants Services, Texas Class Investment Pool, Texas Term Investment Pool
- Depository Savings Accounts – JP Morgan Chase Bank, NA
- Depository Repurchase Agreements – JP Morgan Chase Bank, NA
- Mutual Funds: JP Morgan Chase Bank, NA, Overnight Funds, \$1 Per Share Money Market Mutual Funds, Nationwide/HighMark Funds
- Broker/Dealers: JP Morgan Chase Securities, Inc., BOSCO, Inc., Hilltop Securities, Inc., formerly First Southwest Company, JP Morgan Asset Management Group, Investors Brokerage of Texas, Ltd., Wells Fargo Securities, LLC, Raymond James
- Certificates of Deposit (CD's): JP Morgan Chase Bank, NA, and any other Federally Insured Financial Institution (includes banks and credit unions) secured by the Federal Deposit Insurance Corporation (FDIC) up to the legal limit of \$250,000 or as secured by pledged collateral over the FDIC insured amount

IT IS FURTHER RESOLVED that the below list of qualified investment training institutions and/or organization are approved to provide investment training to the District's Investment Officers:

- North Texas Council of Governments
- University of North Texas
- All Texas Regional Education Service Centers
- Texas Association of School Business Officials (TASBO)
- Texas Association of School Administrators (TASA)
- Government Finance Officers Association (GFOA)
- Government Treasurer's Organization of Texas (GTOT)
- Virtual Learning Concepts
- The PFM Asset Management LLC
- TexPool Academy
- Texas Class Academy (PFIA Training)

PASSED AND ADOPTED this 21st day of July, 2020.

Jacinto Ramos, Jr., Board President

ATTEST:

Anael Luebanos, Board Secretary

FOR: _____

AGAINST: _____

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on July 21, 2020.

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

ATTEST:

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

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE BREAKFAST AND LUNCH MEAL PRICE INCREASES FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND:

The Healthy, Hunger-Free Kids Act of 2010 addressed equity in school lunch pricing. It requires school entities to charge students for paid meals at a price that is, on average, equal to the difference between free meal reimbursement and the paid meal reimbursement. The Texas Department of Agriculture (TDA) requires school entities to review paid meal prices annually, and to use the United States Department of Agriculture's Paid Lunch Equity (PLE) tool to determine the paid lunch price. School entities that charge less than the average rate, which is currently \$3.09, are required to (1) gradually increase meal prices over time until the requirement is met or (2) supplement the food service operating funds with non-federal funds to ensure equity.

Fort Worth ISD's current meal pricing is below average when compared to surrounding districts. The District's breakfast meal price of 75 cents for elementary and secondary, and the elementary lunch price of \$1.50 has not increased in the past 10 years. The secondary lunch meal price of \$2.50 has not increased in the past five (5) years.

In order to comply with TDA and to still keep prices low, especially for the 2020-2021 school year when many families are struggling with the economic effects of COVID-19, the District is only recommending 10 cent increases for both breakfast and lunch for the student-paid meal prices. This price increase will not affect the District's 104 Community Eligibility Provision (CEP) schools.

Child Nutrition Services is recommending the following new pricing:

- Breakfast - \$.85 All Levels
- Elementary Lunch - \$1.60
- Secondary Lunch - \$2.60

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Breakfast and Lunch Meal Price Increases for the 2020-2021 School Year
2. Decline to Approve Breakfast and Lunch Meal Price Increases for the 2020-2021 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Breakfast and Lunch Meal Price Increases for the 2020-2021 School Year

FUNDING SOURCE

Not a Purchase

COST:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Child Nutrition Services
Non-CEP Campuses

RATIONALE:

The District needs to achieve paid lunch equity, as required by the Texas Department of Agriculture.

INFORMATION SOURCE:

Art Cavazos

District Meal Price Comparisons

	FWISD Current	FWISD Proposed	Rate Increase	Meals per year	Revenue Increase
Elementary Breakfast	\$ 0.75	\$ 0.85	\$ 0.10	50,855	\$ 5,085.50
Elementary Lunch	\$ 1.50	\$ 1.60	\$ 0.10	286,697	\$ 28,669.70
Secondary Breakfast	\$ 0.75	\$ 0.85	\$ 0.10	85,853	\$ 8,585.30
Secondary Lunch	\$ 2.50	\$ 2.60	\$ 0.10	265,824	\$ 26,582.40
Total					\$ 68,922.90

Meal Price Comparisons

	Arlington	Birdsville	Crowley	Dallas*	Irving*	Keller	Lewisville	HEB	FWISD Current	FWISD Proposed
Elementary Breakfast	\$ 1.45	\$ 1.25	\$ 1.15	Free	Free	\$ 1.20	\$ 1.25	\$ 1.25	\$ 0.75	\$ 0.85
Elementary Lunch	\$ 2.85	\$ 2.70	\$ 2.80	Free	Free	\$ 2.95	\$ 2.65	\$ 2.80	\$ 1.50	\$ 1.60
Secondary Breakfast	\$ 1.45	\$ 1.25	\$ 1.15	Free	Free	\$ 1.20	\$ 1.25	\$ 1.25	\$ 0.75	\$ 0.85
Secondary Lunch	\$ 3.00	\$ 2.90	\$ 3.05	Free	\$2.00	\$ 3.05	\$ 2.90	\$ 3.15	\$ 2.50	\$ 2.60

* District implemented CEP at all or partial grades

FWISD CEP

\$0.00

\$0.00

\$0.00

\$0.00

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE TESTING PARTNERSHIP AGREEMENT FOR COLLEGE ACCESS AND DUAL CREDIT BETWEEN TARRANT COUNTY COLLEGE DISTRICT AND FORT WORTH ISD

BACKGROUND:

The Testing Partnership Agreement for college access and dual credit will: (1) provide definitions, guidance, and procedures related to Texas Success Initiative Assessment (TSI-A) high school testing sites in Tarrant County; (2) provide clarification of the roles and responsibilities for the administration of the TSI-A testing at local high schools that are designated as testing sites; and (3) set the expectations of operation pertaining to the data-sharing relationship.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Testing Partnership Agreement Between Tarrant County College District and Fort Worth ISD
2. Decline to Approve Testing Partnership Agreement Between Tarrant County College District and Fort Worth ISD
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Testing Partnership Agreement Between Tarrant County College District and Fort Worth ISD

FUNDING SOURCE

Not Applicable

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights High School
Benbrook Middle/High School
Carter Riverside High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
IM Terrell Academy for STEM & VPA
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Trimble Tech High School
Western Hills High School
World Languages Institute
O.D. Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy
Texas Academy of Biomedical Science
Marine Creek Collegiate Academy
Tarrant County College South/FWISD Collegiate High School

RATIONALE:

As the District's high schools transition to becoming TSI-A testing sites, it is imperative for student TSI-A data to be shared with TCCD to ensure a seamless protocol and effort of student support. Student data shared between TCCD and the District shall only be used for the purposes of college admissions and testing through the College Access and Dual Credit programs, as well as to generate reports to analyze program effectiveness and long-term student outcomes.

INFORMATION SOURCE:

David Saenz

TESTING PARTNERSHIP AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND

FORT WORTH INDEPENDENT SCHOOL DISTRICT

COLLEGE ACCESS and DUAL CREDIT PROGRAMS

STATE OF TEXAS

This Agreement (herein so called), made and entered into on _____, 2020, by and between the Tarrant County College District, a Texas political subdivision of higher education (TCCD), and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Texas independent school district (SCHOOL DISTRICT), TCCD and SCHOOL DISTRICT may be referred to individually as the “Party” or collectively as the “Parties”.

This Agreement shall be in effect for a period of three (3) years beginning on _____, 2020, and ending on _____, 2023. Sixty (60) days before the end of the term, the Parties may renew this Agreement for a subsequent three-(3) year term upon mutual written approval of the the Parties.

PURPOSE

The purpose of the Testing Partnership Agreement is to: (1) provide definitions, guidance, and procedures related to Texas Success Initiative Assessment (TSI-A) high school testing sites in Tarrant County; (2) provide clarification of the roles and responsibilities for the administration of the TSI-A testing at local high schools that are designated as testing sites; and (3) set the expectations of operation pertaining to the data sharing relationship.

As Tarrant County ISDs and high schools’ transition to becoming TSI-A testing sites, it is imperative for student TSI-A data to be shared with TCCD to ensure a seamless protocol and effort of student support. Student data shared between TCCD and the ISDs shall only be used for the purpose of college admissions and testing through the College Access and Dual Credit programs, as well as to generate reports to analyze program effectiveness and long-term student outcomes.

DEFINITIONS

- A. Adult Basic Education (ABE) Level: The TSI Adult Basic Education (ABE) Diagnostic Assessment is made up of three tests: Reading, Writing, and Mathematics and Numeracy. Each of these ABE tests is both placement and diagnostic. Students who take an ABE test receive: (1) a numeric placement score ranging from 1 to 6, referred to as the ABE Level, (these levels correspond to the six NRS Educational Functioning Levels); and (2) a categorical or strand score (1–15) indicating if a student is Proficient, of Limited Proficiency, or Needs Improvement in each of the strands.

- B. Branching Profiles: (Set by the TSI-A Institution Administrator or Site Manager) Branching profiles determine which tests will be administered to students and under what conditions. Branching profiles may contain Test Settings, Background Question Groups, WritePlacer Settings, and TSI-A tests, including both placement and diagnostic tests.
- C. College Access (CA) Coordinator: TCCD personnel who facilitate and coordinate the enrollment and transition of high school seniors into the college-going experience.
- D. College Access (CA) Program: A comprehensive program designed to recruit, enroll and transition high school seniors into TCCD.
- E. Cross-Institutional Reporting (CIR) Push Method: In June 2014, a new enhancement was added to the overall ACCUPLACER platform for all users (Texans and non-Texans) that enabled a Cross-Institutional Reporting (CIR) Email. The CIR email provides the ability to send a student's official TSI-A scores from one institution to another.
- F. Data: Including but not limited to TSI-A/ACCUPLACER scores, test related data and personally identifiable information, including name, address, phone number, email address, student ID, date of birth, gender, ethnicity and other data that may be requested specifically by the institution (College Board, p. 89).
- G. Dual Enrollment: Dual Credit Program for high school students who are concurrently enrolled in high school and college-level courses to meet high school graduation requirements and completion of credit hours toward a college credential. This includes students who are participating in Dual Credit courses through an Early College High School.
- H. Dual Credit (DC) Coordinator: TCCD personnel who facilitate and coordinate the enrollment and transition of dual credit students into the college-going experience.
- I. FERPA: The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."
- J. First Time in College (FTIC) Student: Any student who has graduated from high school and is attending college for the first time.
- K. Pre-Assessment Activity (PAA): A required information session completed by students prior to taking the TSI-A (Texas Administrative Code §4.55).
- L. Report Access: "Site and Institution Reporter" Institution Reporters can generate all types of reports for all sites. Site Reporters can generate all types of reports at the site level only.
- M. Security Breach: Any actual, probable, or reasonably suspected misuse, compromise, or unauthorized access of Sensitive Information, including but not limited to: physical trespass on a secure facility; electronic systems intrusion or hacking; loss or theft of a notebook, desktop, or other electronic or mobile device, hard drive, or information storage device; loss or theft of printed materials; or receipt of a complaint in relation to privacy practices.

N. Test Unit: The table below shows the number of test units used when administering TSI-A tests.

TSI Tests	Units	TSI Tests	Units
TSI Mathematics Placement	1	ABE Mathematics Diagnostic	1
TSI Reading Placement	1	ABE Reading Diagnostic	1
TSI Writing Placement	1	ABE Writing Diagnostic	1
DE Mathematics Diagnostic	1	WritePlacer	2
DE Reading Diagnostic	1		
DE Writing Diagnostic	1		

O. Texas Higher Education Coordinating Board (THECB): Texas institutions of higher learning that are eligible for state appropriations must submit several reports each semester to the Texas Higher Education Coordinating Board. THECB is an agency of the state of Texas’s government that oversees all public post-secondary education in the state.

P. TSI Assessment: The State Assessment tool used to determine a prospective student’s readiness for college-level courses.

Q. TSI Exempt: A student who is exempt from taking the TSI Assessment and any developmental education courses (Texas Administrative Code §4.54).

COLLEGE AND INDEPENDENT SCHOOL DISTRICT (ISD) COMMITMENT

Upon entering into this agreement, both partners commit to the following:

A. TCCD Commitment

1. Host an annual meeting to plan for the upcoming academic year;
2. Provide opportunities for joint professional development for ISD partners where the TSI Assessment (TSI-A) and administration are concerned;
3. Identify a designee at each Testing Center to serve as the liaison for auditing testing units and communicating about testing dates with the ISDs;
4. District Office of Academic Affairs will serve as a TSI-A liaison between TCCD and the SCHOOL DISTRICT; and
5. Keep all records and data received from the ISD confidential.

B. SCHOOL DISTRICT Commitment

1. Identify a TSI-A designee at each school testing site to serve as the liaison for auditing testing units and communicating about testing dates with their SCHOOL DISTRICT and TCCD;
2. Identify and ensure the training of proctors;
3. Complete the processes required by the College Board to become its own testing site;
4. Identify a District level representative to serve as a TSI-A liaison between the SCHOOL DISTRICT and TCCD; and
5. Keep all student records received from TCCD confidential.

USE OF DATA

A. Both the TCCD and the SCHOOL DISTRICT shall employ industry best practices, both technically and procedurally, to protect the data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the data, TCCD and SCHOOL DISTRICT staff shall establish a system of safeguards meeting the following requirements:

1. Procedures and systems that ensure all student records provided by both Parties are kept in secured facilities and access to such records is exclusively limited to authorized personnel;
 2. Procedures and systems that shall require the use of secured passwords to access the data;
 3. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the data; and
 4. Procedures and systems that ensure that all data is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- B. The procedures and systems developed and implemented to access the data shall ensure that any disclosure of data made to third parties (as, for example, a disclosure mandated under the Texas Public Information Act) shall comply with all provisions of the “Family Educational Rights and Privacy Act” and Texas laws governing exceptions to disclosure of confidential, student and private matters.
- C. FERPA allows schools to disclose records, without consent, to officials of another school system where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer. As such, TCCD and the SCHOOL DISTRICT will provide designated personnel access to review education records in order to fulfill their professional responsibilities defined in this Agreement. [Reference 34 CFR § 99.31 \(a\)\(2\).](#)
- D. Student data shared between TCCD and the SCHOOL DISTRICT shall only be used exclusively for fulfilling the expressed objectives of TSI Assessment (TSI-A) and subsequent enrollment at TCCD. This data shall not be shared with third parties without the written permission of TCCD or the SCHOOL DISTRICT. Data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work in this Agreement without the expressed written permission of TCCD.
- E. Any data no longer required for the TSI-A and subsequent enrollment shall be destroyed no later than five years from the date of its initial receipt. Upon cancellation, termination or non-renewal of this Agreement, both Parties shall destroy, securely wipe, or delete all data shared or collected in the course of this initiative.
- F. Both TCCD and the SCHOOL DISTRICT agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personal information of a student or prospective student occurs, each party will immediately notify the other party of the breach of the security system containing such data within one business day.

PROCEDURES

The following procedures should guide the administration and data sharing for TCCD and the SCHOOL DISTRICT.

- A. Administration of the Texas Success Initiative Assessment (TSI-A)
 1. SCHOOL DISTRICT becomes TSI-A site with log on credentials;
 2. TCCD will verify branching profiles; and
 3. TSI-A is administered in adherence with College Board and Texas Higher Education Coordinating Board rules and guidelines.
- B. Administration of the Pre-Assessment Activity (PAA)
 SCHOOL DISTRICT will ensure students complete the PAA prior to the first TSI-A testing administration, TCCD PAA may be used

C. Reimbursement of Texas Success Initiative Assessment (TSI-A) Units

1. TSI-A units will initially be purchased by the SCHOOL DISTRICT for students testing for or participating in TCCD College Access and/or Dual Credit;
2. TCCD College Access and Dual Credit Coordinators will provide the TCCD Testing Coordinators with the approved list of students participating in TSI-A testing for their respective programs for each service area;
3. SCHOOL DISTRICT will give report access on the ISD TSI-A account to the TCCD Testing Coordinator for auditing purposes;
4. SCHOOL DISTRICT contact will notify the TCCD Testing Coordinator when testing is scheduled;
5. SCHOOL DISTRICT is responsible for testing TCCD program students using TCCD ID;
6. After testing is completed, the TCCD Testing Coordinator will run a score report and/or unit report to calculate the total number of units used and will notify the SCHOOL DISTRICT contact about unit counts;
7. TCCD Testing Coordinators will provide the cost of units used for the TSI-A, and work with TCCD Accounting Services to reconcile payment of reimbursement for the SCHOOL DISTRICT each semester; and
8. TCCD will provide the SCHOOL DISTRICT a reimbursement of the cost for TSI-A units for students taking the first TSI-A and up to three retests during the academic year, who have completed the application process, have a TCCD ID number, have completed the PAA, and are on the approved testing list for TCCD College Access or Dual Credit in accordance with current testing procedures.

Note: For re-tests, units may be purchased by the ISD from College Board or students may go to a campus TCCD Testing Center to re-test.

D. Sharing/Sending TSI-A scores

1. TCCD and the SCHOOL DISTRICT agree to use one of the methods of secure data sharing available to the SCHOOL DISTRICT and TCCD:
 - a. If TCCD is reimbursing the testing units, the SCHOOL DISTRICT is responsible for ensuring the student score reports reflect student TCCD ID;
 - b. If SCHOOL DISTRICT does not intend to request reimbursement of units, it may test with alternate ID.
 - c. If SCHOOL DISTRICT tests with alternate ID it can input TSI-A scores on student transcript;
 - d. TSI-A Score Reports can be pulled from SCHOOL DISTRICT test site by TCCD Testing Coordinators or designee for score input; or
 - e. Individual TSI-A scores can be securely sent or accessed through the *Cross Institutional Reporting Push or Pull Methods*, and the TCCD Testing Coordinator or designee will input the scores. This method is designed for a small number of score reports and is not intended for large group reporting.
2. Under any method selected, the SCHOOL DISTRICT will provide the Adult Basic Education (ABE) levels.

EXCLUSIONS

This agreement includes a provision for reimbursing TSI-A testing units for students who plan to participate in the Dual Enrollment program or College Access program. Therefore, it excludes the following students:

1. Students who may be taking the TSI-A for other reasons (i.e., baseline testing, College and Career Military Readiness (CCMR), etc.); and
2. Students who are not on the approved testing list with TCCD ID provided by the TCCD College Access or Dual Credit Coordinators.

AGREEMENT

This Agreement sets forth the entire testing/data sharing agreement with respect to the TCCD College Access and Dual Credit programs. It supersedes any prior testing/data sharing agreement and shall be effective until changed by the Parties.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

RELATIONSHIP OF THE PARTIES

No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

LIABILITY

It is not the intent or purpose to create liability against either Party, unless such liability is imposed by law, or to waive any legal defenses available to the either Party, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty (30) days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty (30) days, the non-breaching Party may terminate this Agreement immediately. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of TCCD or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc, Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College District
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Executed _____, 2020, by TCCD, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT
SCHOOL DISTRICT

DS 06/24/2020

By _____
Eugene Giovannini, Ed.D.
Chancellor, Tarrant County College

By _____
Kent P. Scribner, Ph.D.
Superintendent of Schools,
Fort Worth Independent School District

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN
CONSTRUCTION EDUCATION FOUNDATION, INC. AND FORT WORTH
ISD**

BACKGROUND:

Fort Worth ISD's construction programs at Diamond Hill-Jarvis, Trimble Tech, and O.D. Wyatt High Schools provide students the opportunity to focus on construction, electrical, and cabinetry and mill technologies through the use of National Center for Construction Education and Research (NCCER) materials. The MOU between Construction Education Foundation, Inc. (CEF) and FWISD will allow students to receive NCCER credentials while enrolled in high school.

The NCCER curriculum and credentials are the results of over 100 construction CEOs, various associations, and academic leaders working to standardize training for the industry. The progressive program has evolved into specialty areas, providing opportunities in 70 craft areas and a complete series of more than 70 assessments offered in locations across the United States.

NCCER develops standardized construction and maintenance curriculum and assessments with portable credentials. These credentials are tracked through NCCER's Registry System that allows organizations and companies to track the qualifications of their craft professionals and/or check the qualifications of possible new hires. NCCER's Registry System also assists craft professionals by maintaining their records in a secure database.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Construction Education Foundation, Inc. and Fort Worth ISD
2. Decline to Approve Memorandum of Understanding Between Construction Education Foundation, Inc. and Fort Worth ISD
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Construction Education Foundation, Inc. and Fort Worth ISD

FUNDING SOURCE

Additional Details

General Fund

199-11-6499-001-XXX-22-221-000000
199-11-6499-001-011-22-221-000000
199-11-6499-001-016-22-221-000000

COST:

Not to Exceed \$12,690

VENDOR:

Construction Education Foundation, Inc.

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Diamond Hill-Jarvis High School
Trimble Tech High School
O.D. Wyatt High School

RATIONALE:

To ensure Fort Worth ISD students are college and career ready upon graduation, students are provided industry-recognized curriculum and opportunities to become credentialed. The MOU between CEF and FWISD will provide construction students with these valuable opportunities.

INFORMATION SOURCE:

David Saenz

CEF, Inc. & NCCER Costs - Not to Exceed \$12,690

Item	Cost	Description	Total Cost Over Three Years
Accredited Training Education Facility Sponsorship	\$450 per campus	One Time Sponsorship per campus paid to CEF, Inc.	\$1,350
Accredited Training Education Facility Sponsorship	\$450 per campus	One Time Application Fee per campus paid to NCCER	\$150
Instructor Training	\$495 per teacher	Only required if a teacher has not been NCCER trained; currently all FWISD teachers have been trained; anticipate two trainings in three years	\$990
Craft/Module Fees	\$12 per student, per module	Testing up to 200 students per year in NCCER; potential for reduced costs with more testing	\$7,200
Annual Audit	\$275 per campus + mileage	Annual audit fee per campus, paid to CEF, Inc. Mileage would be between Irving, TX and Fort Worth, TX (approximating \$525)	\$3,000
Maximum Cost For 2020-2023			\$12,690
*Campuses include 004-Diamond Hill-Jarvis High School, 011-Trimble Technical High School, 016-O.D. Wyatt High School			



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into by and between Construction Education Foundation, Inc. (referred to as “CEF”), a Texas nonprofit corporation located at 1401-A W. Royal Lane, DFW Airport, Texas 75261 and the Fort Worth Independent School District (“Fort Worth ISD”), a political subdivision of the State of Texas and a legally constituted Independent School District located at 100 N. University, Fort Worth, TX 76107. CEF and Fort Worth ISD may be referred to collectively as “Parties” and individually as “Party”. The Parties enter this Memorandum of Understanding for the purpose of providing national credentialed craft training, safety training, and certifications through the National Center for Construction Education and Research (NCCER) training process and Registry under the following terms and conditions:

Construction Education Foundation (CEF) will:

1. Serve as the sponsor for school use of the NCCER curriculum and accreditation. Cost for Accredited Training Education Facility (ATEF) sponsorship is \$450 to CEF, per school. (Diamond Hill-Jarvis High School, OD Wyatt High School, & Trimble Tech High School) There is a \$50.00 application fee payable to NCCER for online ATEF registration. Each school in the district that is administrating NCCER credentials must become an ATEF.
2. Work with administrators and instructors to create pathways for students so they can obtain their NCCER credentials and to receive advance standing in a post graduate training program.
3. Communicate with curriculum directors and instructors regarding any and all updates to the NCCER program requirements and/or curriculum changes.
4. Serve as the connection outlet for industry resources, materials, speakers, internship, job fairs, career fairs, field trips, student placement, etc. for instructors/administration/students.
5. Provide the NCCER three (3) day Instructor Certification Training Program (ICTP) for all Fort Worth ISD instructors and/or performance evaluators. The cost for this certification is \$495.00 for each attendee. This includes materials for class and required certification. Note: Certification will be uploaded to NCCER’s registry upon receipt of payment.
6. Provide monthly invoices for module tests taken, written, and/or completed online through NCCER billed at \$12.00 per student, per module. Students who complete and pass all modules and the written and performance tests will be provided with a NCCER completion certificate and a NCCER wallet card.
7. Assist Fort Worth ISD and/or administrators with initial Form 200 entries electronically into the NCCER Registry (Exhibit A).
8. Submit completed Form 200 to NCCER for approval provided by Fort Worth ISD.
9. Provide book ordering assistance.
10. Conduct an annual audit at each of the ATEF locations under Fort Worth ISD to ensure proper program compliance. To remain in compliance files must include: Signed Registration & Release Form (Exhibit B), Performance Profile Sheets (Exhibit C), and each individual written exam, if applicable. Files must be kept in

a locked file cabinet or secured electronically. Cost for individual audit is \$275.00 plus IRS approved mileage.

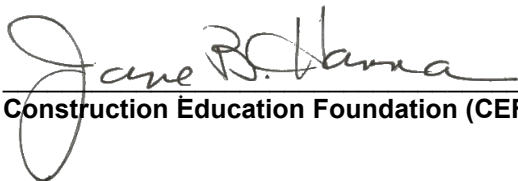
11. All invoices are due in accordance with the Texas Prompt Payment Act. Invoices for module tests will be submitted first of the month for prior monthly's activity.

Fort Worth ISD will:

1. As part of the initial NCCER Instructor certification process, provide resumes to CEF of instructors and/or performance evaluators utilizing the NCCER standardize training process.
2. Ensure that *Fort Worth ISD* NCCER certified instructors maintain their NCCER credential by providing opportunities for instructors to teach and/or evaluate training participants within each three-year period.
3. Provide an adequate classroom facility, pertaining to seating, lighting, equipment, A/V, materials, etc.
4. Maintain all documentation and conduct any other administrative tasks associated with the NCCER training program for minimum of five (5) years. Ensure security of all signed Registration & Release Form, Performance Profile Sheets, other associated paperwork and each individual written exam, if applicable. **All documentation must be kept in a locked file cabinet or electronically on a secure server.**
5. Complete the electronic Form 200 properly on the NCCER Registry page after all above mentioned paperwork has been completed.
6. Utilize the most recent version of the NCCER curriculum and performance profiles.
7. Payment for the services are due pursuant to this MOU in accordance with the Texas Prompt Payment Act.

Contract Terms and Termination Provision:


The Parties agree to the Confidentiality Provision (Exhibit D). The fees and services listed in this MOU are good for a term of an academic year. This MOU may be renewed for success terms of one (1) year (each, a "Renewal Term") terms upon written mutual agreement of both Parties. This MOU may be terminated by either Party upon a 30-calendar-days written notice to the other Party. All Parties hereby acknowledge that they have read, understood and shall comply with the conditions of this MOU.



Construction Education Foundation (CEF)

President & CEO
Title

April 21, 2020
Date



Fort Worth ISD

Chief Innovation Officer, David Saenz, Ed.D
Title & Name

06/24/2020
Date

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS WOMAN’S UNIVERSITY AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR FIELD EXPERIENCES, CLINICAL STUDENT TEACHING, INTERNSHIPS, AND PROFESSIONAL PRACTICUMS USING VIDEO CAPTURE TECHNOLOGY

BACKGROUND:

The Memorandum of Understanding (MOU) between Texas Woman’s University (TWU) and Fort Worth ISD provides educational experiences for students enrolled in the College of Education at TWU. The term of this agreement is for three years and provides for a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and District EC-12 student achievement. The District will provide teacher mentors to student teachers enrolled in TWU at the request of the student teacher. The purpose of this MOU is to articulate the goals of the partnership and specify each party’s roles and responsibilities associated with the collaborative agreement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Texas Woman’s University and Fort Worth Independent School District for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums Using Video Capture Technology
2. Decline to Approve Memorandum of Understanding Between Texas Woman’s University and Fort Worth Independent School District for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums Using Video Capture Technology
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Texas Woman’s University and Fort Worth Independent School District for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums Using Video Capture Technology

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Texas Woman’s 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

All Fort Worth ISD Campuses

RATIONALE:

Approval of this Board item will allow for placement of a future educator in FWISD schools and assist teacher intern who participates in the Texas Woman’s University Teacher Certification Program to be mentored by a Fort Worth ISD teacher during field experience.

INFORMATION SOURCE:

Cynthia Rincón



**Memorandum of Understanding
Between
Texas Woman's University and the Fort Worth Independent School District
For the Texas Woman's University Educator Preparation Program - Field Experiences,
Clinical Student Teaching, Internships, or Professional Practicums Using Video Capture
Technology**

1. Parties:

The following is a Memorandum of Understanding (“MOU” or “Agreement”) between Texas Woman’s University (TWU), under its Educator Preparation Program (EPP), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (“District”). The District and TWU may be referred to individually as a “Party” and collectively as the “Parties.

2. Purpose:

The Parties seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and District EC-12 student achievement. Both Parties are cognizant of the positive impact a high quality EPP potentially has on the entire stakeholder community.

The purpose of this Memorandum of Understanding (MOU) is to: (a) articulate the partnership goals of the Parties; (b) specify each Party’s roles and responsibilities associated with implementation of the collaborative arrangement via a sustained district/university partnership; and (c) to articulate the protocol and responsibilities of the EPP and District when using video capture technology for the purpose of evaluating and improving the clinical practice of TWU EPP candidates.

3. Collaborative Goals:

- a. To design and implement within the District, quality, early field experiences, intensive performance-based clinical student teaching and/or internships, and professional practicums focused on creating highly qualified educators as evidenced by competence in both content and pedagogy.
- b. To recruit and support a diverse workforce that is prepared to meet the needs of EC-12 learners in the District.

- c. To support the in-service educators in their professional learning goals and development as cooperating and/or mentor teachers who are leaders in their field.

4. TWU EPP Responsibilities:

- a. The TWU EPP will provide the District with all documents and handbooks related to field experience, clinical student teaching/internships, and the professional practicum experience;
- b. The TWU EPP will provide high-quality training to identified cooperating teachers, mentors, and District/campus administration;
- c. The TWU EPP will communicate clear expectations to the initial teacher and professional candidates who are completing early field experiences, clinical student teaching, internships, and professional practicums;
- d. The TWU EPP will facilitate the completion required District paperwork (background forms, application) and will supply District personnel with required information for placement of candidates completing early field experience, clinical student teaching, internship, and professional practicum;
- e. The TWU EPP will identify high-quality faculty and university field supervisors to support the initial and professional clinical practice partnership throughout the placement;
- f. TWU candidates will be captured under the District's media permission protocol.
- g. The TWU EPP in recognition of the sensitivity of media practice will:
 - 1. Center the TWU candidate as the focal point of the video;
 - i. Unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize capture of EC-12 student faces, though some incidental exposure is likely;
 - ii. Direct the clinical student teacher to determine with District administrators the identity of any students that have circumstances forbidding recording--and in such cases, the student on camera will be positioned in a way that will not capture those student/s in the recording; and
 - iii. Students in the video must have a photo/image release form signed by their parents/guardians.
 - 2. Handle and store video;
 - i. Restrict only authorized individuals to access videos (e.g., clinical student teachers/interns, professional practicum candidates, cooperating teachers, university supervisors, District administration, and TWU EPP administration).
 - 3. Prepare all TWU candidates to utilize the Swivl application, a video capture software solution, for any recording associated with TWU EPP course assignments or performance assessments;
 - 4. Train TWU candidates to upload to the secure, FERPA Compliant Swivl site, all video associated with course assignments or performance assessments within twenty-four (24) hours of capture;
 - 5. Ensure the use of the Swivl application provides the security assurances necessary for

- recording in classroom. Video captured with the Swivl application is automatically and permanently erased from the device, once uploaded to the secure website;
6. Coordinate maintenance of video on the secure Swivl website for a period not to exceed ten (10) years from the time of capture;
 7. The TWU EPP will retain all video content in accordance with applicable retention policies, and will store the content on a TWU server, with strict access controls remaining in place;
 8. Use of the video will only be:
 - i. for instructional purposes;
 - ii. self-observation; and
 - iii. self-evaluation of instructional practices; observation and evaluation of the clinical candidates' instructional skills; program evaluation; data relevant to instructional competencies of clinical student teachers.
 9. Video-capture of the clinical student teacher will not be published without: (1) written consent from the District; and (2) valid consents as required by FERPA and/or any other applicable privacy law, regulation, or policy.
- h. In no case will images of District students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features). TWU EPP understand that Personally Identifiable Information (“PII”) that is received in the scope of this Agreement 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 TWU EPP needs to be converted to De-identified Information. TWU EPP shall not re-disclose PII in any way that causes a breach in confidentiality. TWU EPP will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.
- i. TWU EPP will receive student information, if any, from the District in compliance with the requirements and exceptions outlined in FERPA. TWU EPP further acknowledges and agrees that it will comply with said law and safeguard student information. TWU EPP may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, TWU EPP must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

5. District Responsibilities:

- a. Collaborate with the TWU EPP liaison to identify schools, principals, cooperating teachers, and mentors to participate in the clinical practice partnership and support fidelity of implementation;
 1. Cooperating and Mentor Teachers will be identified by campus administration in collaboration with District administration and the TWU EPP.
 2. The Cooperating and/or Mentor Teacher must agree to:

- i. serve as a model and mentor for candidates completing the early field experience, clinical student teacher, or professional practicum candidate experience and allow her/him to assume responsibilities as she/he exhibits the readiness to do so;
 - ii. work collaboratively with the university field supervisor and clinical student teacher/intern or professional practicum candidate to create and implement active and engaging lessons and activities;
 - iii. provide meaningful feedback to the candidates completing early field experience, clinical student teaching, internship, or professional practicum regularly as a means to advance the growth of the candidate;
 - iv. adhere to the requirements for the cooperating teacher/mentor as listed in the TWU Clinical Student Teaching Cooperating Teacher, Intern, or Practicum Handbook [inclusive of required formal and informal observations, verification of clinical clock hours within the data management system (TK20), end of year performance assessment, TWU EPP Exit Survey, and other assessments as needed];
- b. Work with campus administrators to ensure that candidates completing early field experience, clinical student teaching, internship, or professional practicum are placed with highly qualified (minimum of 3 years of teaching experience), supportive, cooperating teachers, mentors, and educators who contribute to the growth and development of the candidate;
- c. Work with the TWU EPP to provide placement details for candidates in diverse schools;
- d. Work with the TWU EPP to assign candidates to placements within a month of request;
- e. Collaborate with the TWU EPP on placement decisions and work with EPP personnel to resolve any concerns or challenges with placements. If a concern arises and the District needs to cancel a placement or terminate a placement due to unforeseen circumstances or other concerns, District personnel will work with the TWU EPP to arrange another placement if possible;
- f. The District will inform parents/guardians of the use of video capture technology in District classrooms and explain the measures taken to specifically avoid video capturing their students.

6. Terms of Agreement and Termination:

- a. This Agreement will commence as of the later date that both Parties have signed the Agreement below and shall terminate on July 30, 2023. This Agreement may be extended for additional one (1) year terms upon written mutual agreement executed by authorized representatives of both Parties.
- b. This Agreement may be terminated at any time upon giving thirty (30) days written notice to the other Party.

7. Notices:

The following individuals are the contact points for each Party under this Agreement. These

individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Dr. Yassmin Lee
Title: Executive Director of Human Capital Management
Address: 100 N. University Dr.,
Fort Worth, TX 76107
Email: Yassmin.Lee@fwisd.org

For TWU:

Name: Dr. Gina Anderson
Title: Interim Director of Clinical Practices
Address: Stoddard Hall 202 P.O. Box 425769, Denton, TX 76204
Email: ganderson@twu.edu

8. Miscellaneous Terms:

- a. 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.
- b. Neither the District nor TWES 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.
- c. 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.
- 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 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.
- f. The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- g. 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.
- h. 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.

- i. 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.
- j. This Agreement 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 TWU and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 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 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.
- n. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- o. Any dispute arising under this Agreement 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 Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- q. This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

[Signature Page to Follow]

9. Signatures:

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and TWU signify that each Party understands and will comply with the conditions stated above.

District Representative

Date

TWU EPP Representative

Date

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE SERVICES AGREEMENT BETWEEN UNIVERSITY OF TEXAS AT AUSTIN (ENGINEER YOUR WORLD) AND FORT WORTH ISD (I.M. TERRELL)

BACKGROUND:

The I.M. Terrell Academy for STEM and VPA utilizes a specialized curriculum, Engineer Your World, from the University of Texas at Austin. Developed by a team of University of Texas faculty, Engineer Your World is an innovative, student-centered curriculum that engages learners in authentic engineering experiences and inspires them to embrace an engineer's habits of mind. Collaborative, student-directed projects build resilient problem-solving skills and empower students to think like engineers, to adopt engineering processes, and to pursue engineering disciplines for the betterment of our world. Additionally, the course is dual-enrollment, offering students the opportunity to earn college credit along with high school credit.

The agreement replaces last year's services agreement, reduces the annual licensing fee, and extends through the 2022-2023 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Services Agreement Between University of Texas at Austin (Engineer Your World) and Fort Worth ISD (I.M. Terrell)
2. Decline to Approve Services Agreement Between University of Texas at Austin (Engineer Your World) and Fort Worth ISD (I.M. Terrell)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Services Agreement Between University of Texas at Austin (Engineer Your World) and Fort Worth ISD (I.M. Terrell)

FUNDING SOURCE

Additional Details

General Fund

COST:

Not to Exceed \$41,100

VENDOR:

The University of Texas at Austin

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

I.M. Terrell Academy for STEM and VPA

RATIONALE:

I.M. Terrell's STEM faculty delivers a transdisciplinary approach to the various courses students take. The Engineer Your World curriculum provides students with content spanning engineering, science, math, computer science, and technology. The curriculum and professional development is rigorous and provides students with a strong foundation and avenues for exploration in multiple fields.

INFORMATION SOURCE:

David Saenz

Engineer Your World UT Austin Costs - Not to Exceed \$41,100

Item	Cost	Number of Units Needed	Per Year Cost	Total Cost Over Three Years
General Supplies	\$10-20 per student	Maximum 150 students per grade level; two grade levels	\$4,500	\$13,500
Add-On Kits	\$5,300 per kit	One Additional Kit Per Year Per Grade Level for one month	\$10,600	\$10,600
Professional Development	\$2,000 per teacher per course	Up to Four Separate One-Time Trainings of EYW for Teachers	\$2,000	\$8,000
Licensing Fee	\$3,000 for the campus	Fee covers EYW I and II	\$3,000	\$9,000
Maximum Cost				\$41,100

**SERVICES AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Agreement is entered into by and between The University of Texas at Austin ("University" or "UT"), on behalf of the Cockrell School of Engineering's *Engineer Your World* ("Engineer Your World"), and the Fort Worth Independent School District ("Organization").

RECITALS

A. Organization is an independent school district in the State of Texas, of which the following school(s) (collectively called the "School Sites") is/are a part:

I.M. Terrell Academy for STEM & VPA, 1411 W.M. Terrell Way Circle, Fort Worth, TX 76102

B. *Engineer Your World* offers innovative and comprehensive year-long high school engineering design curricula; and

C. Organization desires to implement the *Engineer Your World* program at each of the School Sites.

Therefore, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement is effective as of the later of May 1, 2020 or date fully executed by both parties ("Effective Date"), whichever date is later, and shall terminate on August 31, 2023 unless extended by a written amendment executed by both parties upon mutual agreement of the parties and signed by an authorized representative of each party.

II. RESPONSIBILITIES OF ENGINEER YOUR WORLD

1. Background. *Engineer Your World* was developed by UTeachEngineering, which was established in 2008 with support from the National Science Foundation to address an emerging need for well-prepared high school engineering teachers. *Engineer Your World* offers high-quality, low-cost high school engineering curricula and supporting professional development opportunities for teachers.

Engineer Your World program goals are:

- To attract and retain more students from diverse backgrounds in K-12 science, technology, engineering, and math (STEM) education career paths;
- To prepare current secondary science, math, and technology teachers in becoming effective teachers of high school engineering courses;
- To develop and refine an exceptional year-long high school engineering course, titled *Engineering Analysis and Design (EDA)*, that can be deployed at low cost in a variety of high school settings;
- To develop and refine a second year-long high school engineering course, titled *Engineering Applications of Computer Science Principles (ECS)*, that can be deployed at low cost in a variety of

- high school settings;
- To build partnerships that enable school districts to offer high-quality engineering courses; and
- To develop a viable national model for preparing and supporting secondary engineering educators.

Engineer Your World currently offers the following courses:

Engineering Design and Analysis (EDA) is an innovative, student-centered course that engages learners in authentic engineering experiences and inspires them to embrace an engineer’s habits of mind. Collaborative, student-directed projects build resilient problem-solving skills and empower students to think like engineers. Our curriculum combines rigorous core concepts with cross-discipline perspectives to deliver a rich sequence of socially relevant, student-directed challenges. The project-based curriculum readily engages students of diverse backgrounds, abilities, and interests, and in a wide range of educational environments.

Engineering Applications of Computer Science (ECS) is an engineering course that engages students in programming and computational thinking to solve hands-on engineering design challenges. The goal of this course is to engage students in meaningful versions of the practices of professional engineers and computer scientists while sparking a passion for engineering, computational thinking, and problem-solving that will serve all students no matter what their future career goals may be.

2. Copyright License to Materials. Attached here as Attachment A is the University’s “Copyright License Agreement” (“**CLA**”) applicable to the Materials to be used for the “*Engineering Design and Analysis*” and “*Engineering Applications of Computer Science*” online learning management systems. Subject to Organization (as the “Licensee” under the CLA) signing the CLA and this Services Agreement, Organization shall be entitled to use the Materials (as defined in the CLA) only in accordance with the terms of the CLA.

3. Furnish Copies of Materials. *Engineer Your World* will provide to the Organization copies of the “*Engineering Design and Analysis*” and/or “*Engineering Applications of Computer Science*” teaching Materials (e.g. unit plans, lesson plans, assessments, as generally described in the CLA attached hereto in Attachment A) provided in an electronic format, for use exclusively at Organization. Enough copies of the Materials will be provided to support the number of sections of “*Engineering Design and Analysis*” and/or “*Engineering Applications of Computer Science*” as mutually agreed upon in writing by *Engineer Your World* and Organization.

4. Professional Development Training. *Engineer Your World* will provide to the Organization: (i) a two-week summer professional development training program for the newly identified teacher(s); and (ii) at least two (2) years of induction support facilitated by project staff, including such elements as online resources, facilitated video conferences, and one-on-one debriefs.

5. Dual Enrollment Opportunity. Students taking *Engineer Your World’s Engineering Design and Analysis* course have the opportunity to also earn college-level credit by “dual enrolling” in a course at UT Austin or another participating institution. In 2018-19, UT San Antonio was also a participating institution. Information about this opportunity will be distributed to students at the beginning of the academic year. Participation in this opportunity is voluntary. Details about the dual enrollment program are outlined in Attachment B.

III. RESPONSIBILITIES OF ORGANIZATION

Organization agrees to implement the *Engineer Your World* course(s) according to the program requirements established by *Engineer Your World*, which shall include, but not be limited to, the following:

1. Identification of an appropriate teacher for the course.

Organization will select the teacher(s) who will teach the *Engineer Your World* course(s) at each School Site. *Engineer Your World* reserves the right to accept or reject any candidate. Teachers selected to teach the *Engineer Your World* course(s) should have as a minimum a Bachelor's Degree and be in compliance with applicable state teacher licensure or certification requirements. The practitioner should also be computer literate, have in-school IT support, and be comfortable troubleshooting common technological problems.

Teachers are required to successfully complete the fee-based *Engineer Your World* professional development institute during the summer immediately preceding the year in which they teach *Engineer Your World* courses. Fees are outlined below in Section IV. Teachers should participate in ongoing professional learning activities such as video conferences, webinars, one-day workshops, etc.

2. Notification process for replacement teacher.

In the event the *Engineer Your World*-trained teacher does not teach the course for the full term of the Agreement, Organization will identify a replacement teacher and submit teacher credentials to *Engineer Your World*. The terms of Section III, Item 1 and Section IV will apply. If Organization fails to identify a suitable replacement teacher for the remainder of the contract period, then Organization will cease to offer the course and Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement. Organization may request to defer implementation by one year in order to find a suitable replacement teacher; *Engineer Your World* may accept or reject this request at its discretion. If this request is accepted then the contract term will be extended by one year; if it is denied, Organization will be responsible for payment of all curriculum licensing fees as described in Section IV.

3. Notification and responsibilities in case of teacher resignation prior to or during implementation. In the event the *Engineer Your World*-trained teacher resigns from Organization before course instruction has begun for a given academic year and a replacement teacher cannot be trained by *Engineer Your World* prior to that academic year, Organization will notify *Engineer Your World* immediately and will not offer the course that academic year. The terms of Section III, Item 2 will apply. If Organization fails to identify a suitable replacement teacher for the remainder of the contract period, then Organization will cease to offer the course and Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement.

In the event the *Engineer Your World*-trained teacher resigns from Organization while the course is underway and Organization desires to continue implementation of the course, Organization will notify *Engineer Your World* immediately. Organization will identify a replacement teacher and submit teacher credentials to *Engineer Your World* within ten (10) business days. *Engineer Your World* may accept or reject the replacement teacher and may terminate this Agreement at its discretion. If the teacher is approved by *Engineer Your World*, the teacher may continue teaching the course, with instructional support from *Engineer Your World* (provided for a fee of \$500), and will attend the fee-based professional development institute during the following summer. If the replacement teacher is not approved by *Engineer Your World*, Organization shall cease teaching the course for the remainder of the academic year. The terms of Section III, Item 2 will apply.

4. Notification of course offerings.

During the term of this Services Agreement, Organization will provide the following information in writing to the *Engineer Your World* program for each School Site offering *Engineer Your World* courses, according to

the timeline outlined below:

- a. No later than January of each year (or at the time of initial program enrollment): a list of the specific *Engineer Your World* courses expected to be offered at each School Site; and
- b. No later than April of each year: confirm the specific *Engineer Your World* courses to be offered at each School Site.

5. Notification of intended class sections and student enrollment.

For the 2020-2021 academic year, Organization will provide the following information in writing to *Engineer Your World* according to the timeline outlined below, for each School Site offering *Engineer Your World* courses:

- a. No later than two (2) months prior to an approved teacher's professional development session:
 - i. Intended number of sections of the *Engineer Your World* course(s) to be offered on that teacher's School Site during that school year; and
 - ii. Estimate of student enrollment per section.
- b. No later than the first day of an approved teacher's professional development session:
 - iii. Updated number of sections of the *Engineer Your World* course(s) to be offered on that teacher's School Site during that school year; and
 - iv. Updated estimate of student enrollment per section.
- c. No later than the 10th class day:
 - v. Final number of sections of the *Engineer Your World* course(s) to be offered on that teacher's School Site during that school year; and
 - vi. Final count of student enrollment per section.

For each subsequent academic year during the term of this Services Agreement, Organization will provide in writing to *Engineer Your World* the final number of sections of the *Engineer Your World* course(s) to be offered on each School Site, along with a final count of student enrollment per section, no later than the 10th class day of school.

6. Supplies and Software.

Organization agrees to procure the required Equipment and Supplies needed to successfully implement the *Engineer Your World* courses. Organization will be responsible for replenishing consumable Supplies (at an approximate cost of \$10-20/student, depending on course offerings), and for purchasing the additional Supplies required to accommodate additional sections of the course. Organization agrees to provide in-school IT support to ensure proper and timely installation and troubleshooting of all software required to successfully implement *Engineer Your World* courses.

A list of equipment and supplies needed for ***Engineering Design and Analysis***, as well as software and hardware requirements, may be found here: bit.ly/EDAequipment.

A list of equipment and supplies needed for ***Engineering Applications of Computer Science***, as well as software and hardware requirements, may be found here: bit.ly/ECSequipment.

7. Safety.

Organization is solely responsible for the safe and proper implementation of the *Engineer Your World* course(s) at its schools. Organization agrees that any facility used to teach the *Engineer Your World* course(s) shall be adequately equipped to operate the equipment safely and properly and that such facility shall comply with applicable standards and/or customary practices relating to safety and reasonable use.

8. Failure to Implement.

If Organization fails (on a School Site-by-School Site basis) to offer the *Engineer Your World* course(s) and/or to implement the course(s) faithfully as written during the full three-year term of this Agreement, then this Agreement may immediately terminate (on a School Site-by-School Site basis), at the option of *Engineer Your World*. In this case, Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement. Section III, Item 2 outlines terms and conditions in the event a teacher implementing an *Engineer Your World* course leaves Organization.

9. Communication and Materials Guidelines.

During the term of this Agreement, Organization shall use the appropriate logos and other identifying materials on all *Engineer Your World* materials and communications with faculty, students, officials, and community constituents. Any distribution of the *Engineer Your World* materials outside of the classroom at each of the School Sites is strictly prohibited.

Organization acknowledges that The University of Texas at Austin on behalf of *Engineer Your World* retains all rights and title to its marks, curricula, materials, and all intellectual property relating in any way to *Engineer Your World*. Subject to the provisions and requirements of this Agreement and the CLA, *Engineer Your World* grants Organization a non-exclusive license to use the *Engineer Your World* Materials as stated in the CLA. In consideration of this license, Organization grants back to *Engineer Your World* a non-exclusive, royalty-free license to any improvements or variations created involving the *Engineer Your World* materials, and you agree to promptly forward to *Engineer Your World* copies of such improvements or variations.

10. Additional Requirements.

Organization agrees to support the program administratively by providing *Engineer Your World* with a district or campus representative who will serve as point of contact.

Organization agrees to schedule *Engineer Your World* courses as stand-alone courses. Courses should not be scheduled with another course taught by the same teacher in the same class period.

This Agreement, including the CLA, must be fully executed before teachers will be allowed to attend the professional development institute.

IV. PAYMENT TERMS AND BILLING

Fees for items outlined in Section II are as follows:

Fee Per Campus:	2020-2021	2021-2022	2022-2023
Professional Development Institute (PD) fee (\$2,000 per teacher per course)	N/A*	N/A*	N/A*
Curriculum Licensing fee (see Attachment A, the CLA)	\$3,000	\$3,000	\$3,000
Total	\$3,000	\$3,000	\$3,000

**Assuming the same teacher(s) continue teaching the course. If a new teacher needs to be trained, the fee to attend the professional development institute is \$2,000 per teacher per course.*

The Professional Development Institute fee will be due at the time of registration. Payment must be received in full prior to the teacher arriving onsite at training. Cancellation requests must be received in writing two weeks prior to the PD start date in order for a full refund to be provided. After this time, no

refund is available.

An invoice for the Curriculum Licensing fee will be provided by *Engineer Your World* in September and is payable within 30 days of receipt. Payment shall be sent to the attention of:

Lauren Cotlar, Event Coordinator
Engineer Your World,
Cockrell School of Engineering The
University of Texas at Austin
10100 Burnet Rd, Bldg #133 MC R7100, Austin, TX 78758 Phone
(512) 471-4706 Fax (512) 471-1720
lcotlar@austin.utexas.edu

Checks should be made payable to The University of Texas at Austin.

V. RELATIONSHIP OF THE PARTIES

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Organization is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Organization will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Organization is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance for its own employees.

VI. TERMINATION

- a. If either party is in default of performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- b. University may terminate this Agreement at any time in the event of the filing by or against Organization of a petition for relief in bankruptcy, or for receivership, or in the event that Organization becomes insolvent.
- c. The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.
- d. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.
- e. Upon termination of the Agreement, all curricular Materials shall cease to be used, and at the request of *Engineer Your World*, all curricular Materials, including any reproductions thereof, shall be returned to *Engineer Your World* within fifteen (15) days after the effective date of termination. This provision excludes supplies and software purchased by Organization as noted in Section III.6 of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES

- a. Organization represents and warrants that neither the execution and delivery of this Agreement by Organization nor the performance of its duties and obligations under this Agreement will: (a) result in the violation of any provision of its organizational documents; (b) result in the violation of any provision of any agreement by which Organization is bound; or (c) to the best of Organization's knowledge and

belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

- b. Organization warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Organization has been duly authorized to act for and bind Organization.

VIII. USE OF UNIVERSITY NAME

University reserves the right to review and approve any promotional/advertising materials related to the Materials or this Agreement. All promotional and marketing materials involving the use of University, UT, or *Engineer Your World's* name, logos, and/or symbols must have the prior approval of the Director of the Office of Trademark Licensing at The University of Texas at Austin, P.O. Box 7399, Austin, Texas, 78713 or 512-475-7923.

IX. ETHICS AND STANDARDS OF CONDUCT

The University will conduct and perform the work under this Agreement in compliance with Texas Government Code §572.051 Standards of Conduct; §556.004 Political Activities by Certain Public Entities and Individuals; §556.005 Employment of Lobbyist; §556.0055 Restrictions on Lobbying Expenditures; and §556.006 Legislative Lobbying.

X. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement supersedes prior agreements (CN 2020 1987 and CN 42954) executed between Organization and University, and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Customer.

IN WITNESS WHEREOF, University and Organization have executed and delivered this Agreement.

Fort Worth Independent School District

The University of Texas at Austin

By: David Saenz (Do not type here)

By: _____

Name: David Saenz, Ed.D

Name: Linda Shaunessy

Title: Chief Innovation Officer

Title: Business Contracts Administrator

Date: 06/24/2020

Date: _____

Attachment A
Copyright License Agreement

This Agreement is entered into as of the later of May 1, 2020 or date fully executed by both parties (the “Effective Date”), whichever date is later, by and between The University of Texas at Austin (“University”) on behalf of the Board of Regents of the University of Texas System (“System”), an agency of the State of Texas, with offices at 3925 Braker Lane, Suite 1.9a, Austin, TX 78759 and the Fort Worth Independent School District (“Licensee”), a political subdivision of the State of Texas and legally constituted independent school district with offices at 100 N. University Drive, Fort Worth, TX 76107.

RECITALS

- A. University, the parent organization of UTeach*Engineering’s Engineer Your World*, owns or has obtained rights to the copyright, title, and all other related rights in and to the Material (as defined below).
- B. Licensee desires to obtain the rights to copy, distribute and otherwise perform the Material in order to provide classroom instruction to high school students enrolled in UTeach*Engineering’s Engineer Your World* courses.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

1. Definitions

“Material” shall be defined as the following:

All materials contained in the *Engineering Design and Analysis* (UT Tech ID 6559 ALL) online learning management system and the *Engineering Applications of Computer Science* (UT Tech ID 7299 ALL and 7288 ALL) online learning management system. These include, but are not limited to, the following: unit overviews, unit plans, lesson plans, power points, presentations, teaching notes, student handouts, reference documents, video files, images, software, and assessments. Portions of the Material will be in electronic form and/or paper form as determined by University.

“School Sites” means each of the particular schools listed below:

I.M. Terrell Academy for STEM & VPA, 1411 W.M. Terrell Way Circle, Fort Worth, TX 76102

“Term” shall mean the three years from September 1, 2020 or first class day of Fort Worth Independent School District, whichever date is earlier, through August 31, 2023.

2. Rights Granted

2.1 University hereby grants to Licensee a non-exclusive, non-sublicenseable, non transferrable, license to use the Material for the School Sites for providing the “Engineering Design and Analysis” and/or “Engineering Applications of Computer Science” high school engineering curriculum, only for academic, non-commercial purposes, for the Term of the Agreement.

- 2.2 Licensee shall use the Material only for providing at the School Sites the “Engineering Design and Analysis” and/or “Engineering Applications of Computer Science” educational courses; and Licensee shall not otherwise use the Material or furnish the Material to any third party, unless legally required to do so.
- 2.3 For avoidance of doubt, Licensee has no rights to, and Licensee shall not: (i) Sell transfer, distribute or assign to any third party any right to use the Material; (ii) make reproductions or copies of the Material; (iii) modify the Material; (iv) incorporate the Material into another material, course, publication, or work; or (v) authorize any third party to use the Material other than is specified in Section 2.1.
- 2.4 Upon the request by University, Licensee shall furnish to University access to Licensee’s data, surveys, tests, and course artifacts related to Licensee’s use of the Material, as may be reasonably needed by University to help University evaluate the utilization of the Material and the *Engineer Your World* program. Any such material will be de-identified with no personally identifiable information (“PII”) included.

3. Intellectual Property Matters

- 3.1 Licensee shall not remove, alter, or obscure any title, trademark, restricted rights, confidentiality, or copyright notices of University, System, or their suppliers, that are incorporated in the Material, and shall reproduce all such notices on any copies thereof.
- 3.2 Original materials created and owned by The Board of Regents, the University, or System shall remain the property of those parties and changes made by Licensee to the Material will not affect such ownership.
- 3.3 University shall remain as the owner of the Material and all related software, copyrights, trademarks, logos, and intellectual property rights.

4. Payments

- 4.1 In consideration of the license rights granted in Article 2 above, Licensee shall pay University the amount of \$9000 (\$3000/year). An invoice will be provided by *Engineer Your World* in September and will be payable within 30 days upon receipt.
- 4.2 All amounts payable hereunder by Licensee shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Please reference your Agreement number _____. Checks shall be made payable to The University of Texas at Austin, and shall be forwarded to the *Engineer Your World*, The University of Texas at Austin, 10100 Burnet Rd., Bldg. 133, MC R7100, Austin, Texas 78758, Attn: Lauren Cotlar. RE: CN:.
- 4.3 Licensee, to the extent applicable to the Licensee, shall be responsible for paying all applicable (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Material hereunder; (ii) freight, insurance and installation charges; and (iii) import or export of duties or like charges.

4.4 If any payment is not made when due as specified in Section 4.1, the delinquent sum shall bear a late fee charge at the rate of 1% per month or the maximum allowed by law, whichever is less. Payments shall be considered late if not received by University by the due date.

5. University's Rights and Obligations; Warranty Disclaimer; Limitation of Liability; Indemnification

5.1 University warrants and represents that it owns all rights, title, and interest in the Material or has otherwise obtained rights in the Material that give University the right to grant the rights in this Agreement.

5.2 University reserves unto itself all rights not specifically granted herein.

5.3 WARRANTY DISCLAIMER. The Material is provided "as is." University makes no warranties or representations relating to the Material, express or implied, statutory, or otherwise, and expressly excludes the warranty of non-infringement of third-party rights, fitness for a particular purpose, or merchantability. University does not warrant that the Material will satisfy Licensee's requirements, that the Material is without defect or error or that operation of the Materials will be uninterrupted.

5.4 LIMITATION OF LIABILITY. University shall not be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Licensee or any third party, whether in an action in contract or tort (including negligence), or any other legal theory, even if University has been advised of the possibility of such damages.

5.5 INDEMNIFICATION. Licensee, to the extent allowed by law and without waiver of any immunity or defense, shall indemnify and hold harmless System, University, their Regents, officers, agents and employees from and against any claims, demands, or causes of action whatsoever relating to this Agreement, including without limitation those arising on account of Licensee's use of the Material or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its permitted sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives.

6. Term and Termination

6.1 The "Term" of this Agreement shall be for the period as defined in Section 1 above. However, this Agreement shall terminate automatically upon any termination of the Services Agreement to which this Agreement is attached.

6.2 This Agreement shall be subject to termination upon notice at the election of a party, where there has been a default in the due observance or performance of any material, covenant, condition or agreement herein by the other party, which default is not cured within thirty (30) days after written notice is given to the defaulting party.

6.3 When this Agreement terminates, Licensee shall immediately cease using the Material.

6.4 Termination or expiration of this Agreement shall not affect any right, obligation or liability: (i) that has already accrued against a party; or (ii) that is covered by Sections 3, 5.3, 5.4, 5.5, 6.3

and 9.

7. Assignment

This Agreement may not be assigned without prior written agreement from University.

8. Notice

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as set forth below or to such other address as the party to receive the notice or request so designates by written notice to the other. Notices shall be sent:

In the case of University to:

The University of Texas at Austin
Office of Technology Commercialization
3925 West Braker Lane, Suite 1.9A, Austin, Texas 78759
Attn: Contracts Management, Re: CN: _____

And:

The University of Texas at Austin
Engineer Your World
10100 Burnet Rd., Bldg. 133, MC R7100, Austin, Texas 78758
Attn: Theresa Dobbs, Re: CN: _____

In the case of Licensee to:

Fort Worth Independent School District
Career and Technical Education
100 N. University, Fort Worth, Texas 76107
Attn: Daphne Rickard, Executive Director

And:

Fort Worth Independent School District
Office of Legal Services
100 N. University, Fort Worth, Texas 76107

9. General Provisions

9.1 Successors/Assigns

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or permitted assigns of the parties hereto.

9.2 Use of Name

One party may not make use of the other party's name without prior written consent.

9.3 Governing Law; Court of Jurisdiction

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas.

9.4 Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

9.5 State Agencies; No Waiver of Sovereign Immunity

The parties acknowledge that the University, System, and Licensee are agencies of the State of Texas and under the Constitution and laws of the State of Texas possess certain rights and privileges and only have such authority as is granted to them under the Constitution and laws of the State of Texas. Nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas.

9.6 Relationship of the Parties

For all purposes of this Agreement, Licensee is an independent contractor and is not a state employee, partner, joint venture, or agent of University. Licensee will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Licensee is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance, for its own employees.

9.7 Entire Agreement; Modifications

This Agreement (together with the Services Agreement) supersedes prior agreement(s) (CN 2020 1987 and CN 42954) executed between Licensee and University, and sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Copyright License Agreement to be executed the day and year set forth above.

The University of Texas at Austin on
Behalf of the Board of Regents of the
University of Texas System

Fort Worth Independent School District

Les Nichols

Director
The University of Texas at Austin
Office of Technology Commercialization

Date: _____

Date: _____

Attachment B

Dual Enrollment Information

High school students taking *Engineer Your World's (EYW) Engineering Design and Analysis* course have the opportunity to earn college credit by dual enrolling at UT Austin in the ES 301 Engineering Design and Problem Solving course, or at UT San Antonio in the EGR 1003 Engineering Design and Problem Solving course.

1. General Information.

ES 301/EGR 1003 is a three-unit, freshman-level, elective engineering course on Engineering Design. The dual enrollment versions of ES 301 and EGR 1003 require no in-person interaction with university instructors. All dual enrollment coursework is assigned and submitted electronically via the University's Learning Management System (LMS). At UT Austin, the LMS is Canvas. At UT San Antonio, the LMS is Blackboard. Students will complete and submit approximately four portfolios of work plus one presentation over the course of the Spring semester in addition to their application portfolio. Students are provided with timely feedback on assignments by University faculty, or by instructors or graders working under the supervision of such faculty, throughout the semester.

How the ES301/EGR 1003 credit counts toward graduation requirements depends on the institution and the degree that students are seeking. Freshman-level engineering course requirements vary widely among engineering programs in the United States, with some Colleges of Engineering requiring such courses and others not requiring them. At UT Austin, the course counts as elective credit for engineering majors. Non engineering majors may petition to have the course satisfy a science for non-majors requirement.

2. Benefits of Participating in ES 301/EGR 1003.

Students successfully completing the ES 301/EGR 1003 course earn three hours of college credit. Complexity of assignments, communication with instructors, and grading results can be very different in ES 301/EGR 1003 from what students are used to in their high school course. Dual enrollment provides a low-risk environment in which students can experience and rise to university level performance expectations. Gaining firsthand experience with such expectations prior to enrolling in college prepares them for a successful transition into post-secondary education. Students are offered an extended period to drop the course without academic penalty, if needed. Students may choose to take the course pass/fail or for a letter grade.

3. Outreach Efforts.

At the time of enrollment, schools offering *Engineer Your World's Engineering Design and Analysis* course provide the name and contact information for their designated dual enrollment contacts. Information about the dual enrollment opportunity is sent to these contacts, and to the EYW educators, early in the school year. These individuals are responsible for distributing initial information about the opportunity to earn college credit to their EYW students.

Engineer Your World will collaborate with the high school educators and/or dual enrollment contacts on hosting onsite information sessions, webinars, chat sessions, etc. in order to share with students and parents information about this opportunity, including the benefits and costs. Documentation of outreach efforts are maintained and will be reviewed and modified as needed each year.

4. Application and Registration Process.

Students taking *Engineering Design and Analysis* will receive information about the dual enrollment

opportunity from their high school teacher at the beginning of each school year. Interested students complete a pre-application by September 30 each year. Once they have completed pre-application activities, students will receive instructions for completing the full portfolio application, which is due in November.

All application materials are reviewed and scored by a team of graders led by engineering faculty. Students are provided with their application portfolio score in December. Students demonstrating college-level readiness are invited to register in the college-level course and are provided with a list of schools in which they're invited to register. Students may enroll in the course at only one UT campus. *Engineer Your World* will register students taking the course at UT Austin through University Extension (UEx) within the TEXAS Extended Campus. Students must create an UT EID (an online account/electronic identifier) by the time they submit their application portfolio. Registration is handled by a comparable group for students taking the course at UT San Antonio.

5. Academic Supports and Guidance.

Students dual enrolling in the college-level course are provided academic supports such as online office hours, email and phone support, ongoing feedback on course assignments, and multiple online resources including introductory and instructional videos. The university faculty will also provide students with feedback addressing their college readiness and suggesting areas of growth to maximize potential for a successful transition to postsecondary education.

6. Roles and Responsibilities.

The dual enrollment course is separate from and builds on the high school course. The teacher is responsible for the instructional quality of the course at the high school, with support from the *Engineer Your World* program. The university faculty is responsible for ensuring the quality of instruction in the college-level dual enrollment course. The grade earned in the college-level course is determined by university faculty, and is completely independent of the grade earned in the high school classroom. Dual-enrollment credits and grades will appear on official university transcripts. Additional program roles and responsibilities outlined in Sections II and III of this agreement are also applicable to the dual enrollment program.

7. Fees.

The dual enrollment course fee is \$300, and is typically paid for by the student, unless the school/district wishes to pay the fee. If your campus wants to cover the dual enrollment fee for participating students, please check the box below, and we will follow up with the dual enrollment contact listed on the campus enrollment form:

Yes, we wish to cover the dual enrollment fee for participating students.

There is no fee to submit a dual enrollment application. The course fee is due at the beginning of the Spring semester in January. A limited number of course fee waivers are available each year. Payment is made directly to the institution at which you are taking the course. No textbook is required.

8. Educational Records.

Engineer Your World will maintain and retain student records in compliance with University rules and Family Educational Rights and Privacy Act (FERPA) requirements.

Student participation in this opportunity is optional.

Additional information about dual enrollment may be found at <http://engineeryourworld.org/courses/dual-enrollment/>.

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE INSTRUCTIONAL AGREEMENT FOR COLLEGE PREPARATORY COURSES BETWEEN TARRANT COUNTY COLLEGE AND FORT WORTH ISD

BACKGROUND:

Tarrant County College District and Fort Worth ISD will collaborate to develop and maintain college preparatory mathematics and English Language Arts Courses per Texas House Bill 5 Section 10 Mandates. Both institutions jointly recognize an opportunity to create pathways for students at the 12th-grade level who are deemed not to be college-ready per House Bill 5, Section 10, to enter into college-level work in mathematics and English language arts without further remediation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Instructional Agreement for College Preparatory Courses Between Tarrant County College and Fort Worth ISD
2. Decline to Approve Instructional Agreement for College Preparatory Courses Between Tarrant County College and Fort Worth ISD
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Instructional Agreement for College Preparatory Courses Between Tarrant County College District and Fort Worth ISD

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

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

RATIONALE:

The State of Texas mandated via House Bill 5, Section 10, that each school District partner with at least one institution of higher education to develop and provide courses in college preparatory Mathematics and English Language Arts.

INFORMATION SOURCE:

David Saenz

INSTRUCTIONAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
COLLEGE PREPARATORY COURSES
STATE OF TEXAS

This agreement, made and entered into on _____, 2020, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the State of Texas and a legally constituted Texas independent school district (referred to herein as "SCHOOL DISTRICT"), COLLEGE DISTRICT and SCHOOL DISTRICT may be referred to individually as the "Party" or collectively as the "Parties".

This Agreement shall be in effect for a period of three (3) years beginning on _____, 2020, and ending _____, 2023. Sixty-days before the end of the term, the Parties may renew this Agreement for a subsequent three-(3) year term upon mutual written approval of both Parties.

PURPOSE

WHEREAS, the State of Texas mandated via House Bill 5, Section 10, that each school district partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts; and

WHEREAS, COLLEGE DISTRICT and SCHOOL DISTRICT jointly recognize an opportunity to create pathways for students at the 12th grade level who are deemed not to be college ready per House Bill 5, Section 10, to enter into college level work in mathematics and English language arts without further remediation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions within this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COLLEGE DISTRICT and SCHOOL DISTRICT, intending to be legally bound, agree as follows:

SCOPE OF SERVICES

COLLEGE DISTRICT and SCHOOL DISTRICT agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this agreement as outlined below in the SUPPORT AND SERVICES section. COLLEGE DISTRICT and SCHOOL DISTRICT will meet regularly to maintain the integrity and evaluate the effectiveness of

the program.

Furthermore, both institutions will require students who enroll in the preparatory courses to take the Texas Success Initiative Assessment immediately upon completion of the coursework.

SUPPORT AND SERVICES

COLLEGE DISTRICT and SCHOOL DISTRICT agree to the following conditions:

1. COLLEGE DISTRICT agrees to the following for the college preparatory mathematics course:
 - i. To provide the Student Learning Outcomes for MATH 0361 and MATH 0362;
 - ii. To provide the syllabi for MATH 0361 and MATH 0362;
 - iii. To provide test reviews so that SCHOOL DISTRICT partners understand level of difficulty expectations;
 - iv. To provide standard course details (e.g., graphing calculators are not allowed) so that the SCHOOL DISTRICT can model the COLLEGE DISTRICT MATH 0361 and MATH 0362 courses;
 - v. To provide course shells used for MATH 0361 and MATH 0362 courses;
 - vi. To provide professional development training for SCHOOL DISTRICT teachers selected for teaching the HB5 course(s) that includes course reviews as well as software introduction;
 - vii. To provide a mathematics liaison for SCHOOL DISTRICT and its participating teachers;
 - viii. To use the TSI Assessment to determine credit course eligibility; and
 - ix. To coordinate with SCHOOL DISTRICT to administer the TSI Assessment exam at the conclusion of the spring semester college preparatory mathematics course.

2. COLLEGE DISTRICT agrees to the following for the college preparatory English language arts course:
 - i. To provide the Student Learning Outcomes for INRW 0399;
 - ii. To provide the syllabus for INRW0399;
 - iii. To provide rubrics for evaluation of the essays required;
 - iv. To provide the final exam for the Integrated Reading and Writing (INRW 0399) course;
 - v. To provide standard course details so that SCHOOL DISTRICT can model the COLLEGE DISTRICT INRW 0399 course;
 - vi. To provide professional development training for SCHOOL DISTRICT teachers selected for teaching the HB5 course(s) that includes course reviews as well as optional software introduction;
 - vii. To provide a reading and writing liaison for SCHOOL DISTRICT and its participating teachers;
 - viii. To use the TSI Assessment to determine credit course eligibility; and
 - ix. To coordinate with SCHOOL DISTRICT to administer the TSI Assessment exam at the conclusion of the spring semester college preparatory English language arts course.

3. SCHOOL DISTRICT agrees to the following for both the mathematics and English language arts courses:
 - i. To identify students who are not college ready as stated in HB 5;
 - ii. To provide highly qualified instructors for the courses being taught;
 - iii. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - iv. To provide curriculum for the course that is consistent with COLLEGE DISTRICT Student Learning Outcomes;
 - v. To ensure that all eligible students complete a COLLEGE DISTRICT online application;
 - vi. To provide assistance with college applications, enrollment and financial aid applications;
 - vii. To identify successful completion of the course(s) and their final exam grades, as applicable on the student SCHOOL DISTRICT transcripts and as determined by the State of Texas PEIMS number;
 - viii. To provide an electronic file of the students' SCHOOL DISTRICT transcripts including successful completion of the HB5 courses and grades;
 - ix. To provide students who do not achieve TSI met status in mathematics, reading and writing after completion of the college preparatory mathematics and English language arts course with the opportunity to participate in a summer review session delivered by SCHOOL DISTRICT or in the College Readiness Program offered at COLLEGE DISTRICT; and
 - x. To ensure students enrolled in a summer review session delivered by SCHOOL DISTRICT retake the TSI Assessment exam at the conclusion of the session.

4. SCHOOL DISTRICT agrees to the following for the college preparatory mathematics course:
 - i. To require participating teachers of the college preparatory Math IV course(s) to participate in the professional development training provided by COLLEGE DISTRICT personnel;
 - ii. To provide college preparatory courses modeled after MATH 0361 and MATH 0362;
 - iii. To provide and utilize software for each student enrolled in the course;
 - iv. To post college preparatory mathematics course(s) on the student SCHOOL DISTRICT transcript as independent, one-semester courses designated by course name;
 - v. To post the final exam grade and semester grade for each course on the student SCHOOL DISTRICT transcript;
 - vi. To provide students who do not achieve TSI met status in mathematics after completion of the college preparatory mathematics course with the opportunity to participate in a summer review session delivered by SCHOOL DISTRICT or in the College Readiness Program offered at COLLEGE DISTRICT; and
 - vii. To ensure students enrolled in a summer review session delivered by SCHOOL DISTRICT retake the TSI Assessment exam at the conclusion of the session.

5. SCHOOL DISTRICT agrees to the following for the college preparatory English language arts course:
 - i. To require participating teachers of the college preparatory English IV course(s) to participate in the professional development training provided by COLLEGE DISTRICT personnel;
 - ii. To provide college preparatory courses modeled after INRW 0399;
 - iii. To teach and grade the required essays according to the rubrics provided by COLLEGE DISTRICT;
 - iv. To provide and utilize optional software for each student enrolled in the course;
 - v. To administer the COLLEGE DISTRICT INRW 0399 final exam, including a writing sample and reading selection, and count this exam as 15% of the course grade (7.5% based on writing sample and 7.5% based on reading selection);
 - vi. To post college preparatory English language arts course(s) on the student SCHOOL DISTRICT transcript as independent, one-semester courses designated by course name;
 - vii. To post the final exam grade and semester grade for each course on the student SCHOOL DISTRICT transcript;
 - viii. To provide students who do not achieve met status in reading and writing after completion of the college preparatory English language arts course and with the opportunity to participate in a summer review session delivered by SCHOOL DISTRICT or in the College Readiness Program offered at COLLEGE DISTRICT; and
 - ix. To ensure students enrolled in a summer review session delivered by SCHOOL DISTRICT retake the TSI Assessment exam at the conclusion of the session.

CONFIDENTIALITY OF STUDENT INFORMATION

As an independent contractor retained by the SCHOOL DISTRICT to perform services under this Agreement, the COLLEGE DISTRICT shall be deemed a “school official” as that term is defined in the *Family Educational Rights and Privacy Act*. Further, it is understood and agreed that in order to perform services, it will be necessary for the COLLEGE DISTRICT to review and be provided access to the “educational records” (as that term is defined in the *Texas Education Code* and the *Family Educational Rights and Privacy Act*) of students of the SCHOOL DISTRICT for whom the COLLEGE DISTRICT provides educational services. The COLLEGE DISTRICT agrees to maintain the confidentiality of any and all educational records of students in the SCHOOL DISTRICT that are disclosed to, or reviewed by, the COLLEGE DISTRICT in accordance with federal and state laws, and SCHOOL DISTRICT rules and regulations.

AGREEMENT

This document sets forth the entire instructional agreement with respect to college preparatory courses and students. It supersedes any prior college preparatory course agreement between the parties and shall be effective until changed by either party.

RIGHT OF REVOCATION

Either party may terminate this Agreement on 120 days' written notice to the other party. In the event that a party believes that another party has without cause defaulted on this Agreement, the non- defaulting party shall give written notice specifying such to the defaulting party. The defaulting party shall have thirty (30) days to cure the alleged default from the date it receives written notice from the non- defaulting party. If the default is not cured on or within thirty (30) days, the non-defaulting party may terminate this Agreement. However, if this Agreement is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this Agreement to allow students enrolled under this Agreement to finish their coursework for the academic term. A default on this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

IMMUNITY & LIMITS OF LIABILITY

The parties acknowledge that they are governmental entities subject to constitutional and statutory limitations on liability and damages and that neither party waives any immunity or defense in connection with any claims made in connection with or arising out of this Agreement. The parties agree that neither party will be responsible for the other party's acts of negligence which may arise in connection with this Agreement. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

APPLICABLE LAW

This Agreement and all material and/or issues collateral thereto shall be governed by the laws of the State of Texas.

All notices and communications related to this agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Elva LeBlanc Ph.D.
Executive Vice Chancellor-Provost
Tarrant County College District
1500 Houston Street
Fort Worth, Texas 76102

SCHOOL DISTRICT
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Executed _____, 2020, the Tarrant County College District, signed by its Chancellor, and Fort Worth Independent School District, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

DS 06/24/2020

By _____
Eugene V. Giovannini, Ed.D.
Chancellor, Tarrant County College District

By _____
Kent P. Scribner, Ph.D.
Superintendent of Schools
Fort Worth Independent School District

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: APPROVE THE PROPOSED BOARD OF EDUCATION MEETING DATES
FOR THE 2020-2021 SCHOOL YEAR**

BACKGROUND:

In an effort to allow the District and all stakeholders greater visibility with regards to scheduling and preparation of District events, it is the practice of the Board of Education to approve meeting dates in advance.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Proposed Board of Education Meeting Dates for the 2020-2021 School Year
2. Decline to Approve the Proposed Board of Education Meeting Dates for the 2020-2021 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Proposed Board of Education Meeting Dates for the 2020-2021 School Year

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the proposed 2020-2021 school year meeting dates provides more efficiency in preparation and scheduling of all District events.

INFORMATION SOURCE:

Karen Molinar

BOARD OF EDUCATION

2020-2021 Meeting/Workshop Schedule



Draft – 6/18/2020

Date	Type	Progress Monitoring (Pending)	
August 18, 2020	Workshop (as needed)	August	Board Quarterly/Summative Progress
August 25, 2020	Regular Meeting		
September 8, 2020	Workshop (as needed)	September	Goal 1 Superintendent Annual (Previous Year)
September 22, 2020	Regular Meeting		
October 6, 2020	Workshop (as needed)	October	Goal 2
October 20, 2020	Regular Meeting		
November 10, 2020	Regular Meeting	November/ December	Goal 3 Board Quarterly/Formative Progress
December 8, 2020	Regular Meeting		
January 12, 2021	Workshop (as needed)	January	Goal 1 and Goal 2
January 26, 2021	Regular Meeting		
February 9, 2021	Workshop (as needed)	February	Goal 3
February 23, 2021	Regular Meeting		
March 9, 2021	Workshop (as needed)	March	Goal 1 and Goal 2 Board Quarterly/Formative Progress
March 23, 2021	Regular Meeting		
April 13, 2021	Workshop (as needed)	April	Goal 3 Superintendent Formative (Current Year)
April 27, 2021	Regular Meeting		
May 11, 2021	Workshop (as needed)	May	
May 25, 2021	Regular Meeting		
June 8, 2021	Workshop (as needed)	June	Goal 1 and Goal 2 Board Quarterly/Formative Progress
June 22, 2021	Regular Meeting		
July 27, 2021	Regular Meeting	July	Goal 3

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: APPROVE MINUTES FROM THE JUNE 11, 2020, AND JULY 16, 2020
BOARD POLICY COMMITTEE MEETINGS**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the Board Policy Committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes from the June 11, 2020, and July 16, 2020 Board Policy Committee Meetings
2. Decline to Approve Minutes from the June 11, 2020, and July 16, 2020 Board Policy Committee Meetings
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Minutes from the June 11, 2020, and July 16, 2020 Board Policy Committee Meetings

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board of Trustees

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Fort Worth ISD Board Policy Committee

Meeting Minutes

June 11, 2020 at 10 a.m.

Via Zoom webinar

Board Committee Members and Staff Present:

Ashley Paz, Chair Carin “CJ” Evans Quinton “Q” Phillips Norman Robbins
Amanda Coleman

Call to order at 10:09 a.m. by Trustee Ashley Paz.

A. School Board Manual Draft

- Trustee Paz provided an overview of the proposed manual and trustees agreed on a timeline for completion: June 26, 2020

B. Completing a Board Policy Diet

- Trustee Paz asked the committee to read this document provided by Great City School’s A. J. Crabill to provide a deeper understanding of the work around policy.
- Trustee Paz also recommended that the District Policy Review Committee read the policy to ensure understanding and focus of the work around policy.

C. Sample Board Policy Manual

- Trustees will utilize this document to guide revisions to the School Board Manual Draft.

D. Adjourn

- Meeting adjourned at 10:40 a. m.

Signed: _____

Ashley Paz, Chair

Date: _____



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Fort Worth ISD Board Policy Committee

Meeting Minutes

July 16, 2020 at 10 a.m.

Via Zoom webinar

Board Committee Members and Staff Present:

Carin "CJ" Evans Quinton "Q" Phillips Norman Robbins
Amanda Coleman

Call to order at 10:18 a.m. by Trustees.

A. School Board Manual Draft

- Finalized revisions to School Board Manual Draft
- Timeline for final review: Week of July 20th, 2020

B. Completing a Board Policy Diet

- Begin identifying LOCAL policies that should be moved to REGULATIONS

C. Sample Board Policy Manual

- Did not discuss

D. Adjourn

- Meeting adjourned at 10:44 a. m.

Signed: _____ Date: _____

Ashley Paz, Chair

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH REEDER + SUMMIT JV FOR O.D. WYATT HIGH SCHOOL ATHLETICS ADDITION / RENOVATION JOB #016-001 (CSP #19-041) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On February 12, 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. 016-001 (CSP #19-041). This Bid Package included the construction of a new athletic facility addition & renovation to include restrooms, coaches’ offices, locker rooms, laundry, weight room, and wrestling. The project was substantially completed on January 24, 2020 as inspected by the A/E firm, Harrison Kornberg. Reeder + Summit JV has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor.

Original Contract Amount:	\$2,980,000.00	Original Substantial Completion Date:	July 28, 2019
Final Deductive Change Order:	(\$35,808.23)	Substantial Completion Date Increased:	180 Days
Final Contract Amount:	\$2,944,191.77	Final Substantial Completion Date:	January 24, 2020
Previously Paid:	(\$2,796,982.17)		
Final Retainage Payment Due:	\$147,209.60		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Reeder + Summit JV for O.D. Wyatt High School Athletics Addition / Renovation Job #016-001 (CSP #19-041) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Reeder + Summit JV for O.D. Wyatt High School Athletics Addition / Renovation Job #016-001 (CSP #19-041) 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 Reeder + Summit JV for O.D. Wyatt High School Athletics Addition / Renovation Job #016-001 (CSP #19-041) 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:

Not to Exceed - \$147,209.60

VENDOR:

Reeder + Summit JV

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 #016 O.D. Wyatt High School

RATIONALE:

Reeder + Summit JV has completed all work as required per the terms of their construction contract. The work has been inspected by Harrison Kornberg 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

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH MORALES CONSTRUCTION FOR WESTERN HILLS HIGH SCHOOL ATHLETIC RENOVATION JOB #015-011 (CSP #19-038) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 19, 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. 015-011 (CSP #19-038). This Bid Package included the construction of a new press box and bleacher addition at the football field and regrading of existing practice fields with new landscape and irrigation. The project was substantially completed on November 12, 2019 as inspected by the A/E firm, Huckabee Architects. Morales Construction has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor.

Original Contract Amount:	\$674,275.00	Original Substantial Completion Date:	September 10, 2019
Final Deductive Change Order:	(\$6,084.93)	Substantial Completion Date Increased:	63 Days
Final Contract Amount:	\$668,190.07	Final Substantial Completion Date:	November 12, 2019
Previously Paid:	\$634,780.56		
Final Retainage Payment Due:	\$33,409.51		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Morales Construction for Western Hills High School Athletic Renovation Job #015-011 (CSP #19-038) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Closeout Contract with Morales Construction for Western Hills High School Athletic Renovation Job #015-011 (CSP #19-038) 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 Morales Construction for Western Hills High School Athletic Renovation Job #015-011 (CSP #19-038) 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:

Not to Exceed - \$33,409.51

VENDOR:

Morales Construction

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #015 Western Hills High School

RATIONALE:

Morales Construction has completed all work as required per the terms of their construction contract. The work has been inspected by Huckabee Architects 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

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE RATIFICATION OF CHANGE ORDER FOR RFCSP #20-008 MIDDLE SCHOOL RESTROOM RENOVATIONS IN CONJUNCTION WITH THE 2013 CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

On 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 the 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 August 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 the middle school restroom upgrades.

RFCS# #20-008, Bid Package #4, the contractor encountered the deterioration of existing sanitary sewer infrastructure at multiple campuses and modification to life safety such as strobe lights and smoke detectors. The amount requested is \$50,000 to be dispersed appropriately between all 4 campuses.

Board Date	Item	Current Budget	Change(s)	Revised Budget
3/31/2020	Original Contract	\$3,744,236.00		\$3,744,236.00
7/21/2020	Additional Costs	\$3,744,236.00	\$50,000.00	\$3,794,236.00

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Change Order for RFCSP #20-008 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
2. Decline to Approve Ratification of Change Order for RFCSP #20-008 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Change Order for RFCSP #20-008 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-81-6629-B52-XXX-99-000-000BXX

COST:

Not to Exceed \$50,000.00

VENDOR:

SDB Contracting Services

PURCHASING MECHANISM

RFCSP

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 #20-008

Leonard Middle School
Monnig Middle School
William James Middle School
Morningside Middle School

RATIONALE:

A Change Order is required to address the additional needs for RFCSP #20-008 Middle School Restroom Renovations in a not-to-exceed amount of \$50,000.00 which cannot be covered within the General Contractor's contract.

INFORMATION SOURCE:

Vicki Burris

**AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE RATIFICATION OF CHANGE ORDER FOR RFCSP #20-007 MIDDLE SCHOOL RESTROOM RENOVATIONS IN CONJUNCTION WITH THE 2013 CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

On 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 August 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 the middle school restroom upgrades.

RFCS #20-007, Bid Package #3, the contractor encountered deterioration of existing sanitary sewer infrastructure at multiple campuses. The amount requested is \$190,000 to be dispersed appropriately between all 4 campuses.

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
2. Decline to Approve 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 Change Order for RFCSP #20-007 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

671-81-6629-B52-XXX-99-000-000BXX - \$190,000.00

COST:

Not to Exceed \$190,000.00

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

JP Elder Middle School & Annex
Kirkpatrick Middle School
Wedgwood 6th Grade
Wedgwood Middle School

RATIONALE:

A Change Order is required to address the additional needs for RFCSP #20-007 Middle School Restroom Renovations in a not-to-exceed amount of \$190,000 which cannot be covered within the General Contractor's contract.

INFORMATION SOURCE:

Vicki Burris



AIA Document G714™ – 2017

Construction Change Directive

PROJECT: <i>(name and address)</i> FWISD CSP #20-007 BP#3 Restroom Renovations	CONTRACT INFORMATION: Contract For: General Construction Date:	CCD INFORMATION: Directive Number: 003 Date: 07/15/2020
OWNER: <i>(name and address)</i> Fort Worth Independent School District 100 N. University Drive Fort Worth, Texas 76107	ARCHITECT: <i>(name and address)</i> RPGA 101 S Jennings Ave #100 Fort Worth, Texas 76104	CONTRACTOR: <i>(name and address)</i> Northridge Construction Group LLC 6904 NE Loop 820 North Richland Hills, Texas 76180

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

The Items Below Are on a Not To Exceed Price

Replace compromised existing cast iron piping in GRR01, MRR02, GRR02, MRR03, GRR03, and GRR04 at Elder Middle School

Cost Back-Up to be provided once snake/camera of the lines occurs

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$90,000.00
 - Unit Price of \$ per
 - Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - As follows:

- The Contract Time is proposed to be adjusted. The proposed adjustment, if any, is TBD based on findings.

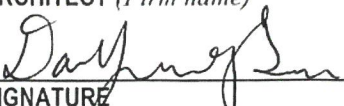
NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

RPGA

ARCHITECT *(Firm name)*



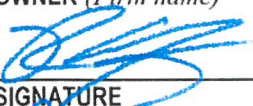
SIGNATURE

Dayoung Son, Project Designer

PRINTED NAME AND TITLE

Fort Worth Independent School District

OWNER *(Firm name)*




SIGNATURE

R. Cooper CM

PRINTED NAME AND TITLE

Northridge Construction Group LLC

CONTRACTOR *(Firm name)*



SIGNATURE

Aubrey Allen Project Manager

PRINTED NAME AND TITLE

July 15, 2020
DATE

7/16/2020
DATE

7/16/2020
DATE

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

**TOPIC: APPROVE RATIFICATION OF CHANGE ORDER FOR RFCSP #20-005
MIDDLE SCHOOL RESTROOM RENOVATIONS IN CONJUNCTION WITH
THE 2013 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On 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 August 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 the middle school restroom upgrades.

RFCSP #20-005, Bid Package #1, the contractor encountered unforeseen structural issues, deterioration of existing sanitary sewer infrastructure at multiple campuses. The amount requested is \$60,000 to be dispersed appropriately between all 8 campuses.

Board Date	Item	Current Budget	Change(s)	Revised Budget
3/31/2020	Original Contract	\$4,381,125.00		\$4,381,125.00
7/21/2020	Additional Costs	\$4,381,125.00	\$60,000.00	\$4,441,125.00

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order for RFCSP #20-005 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
2. Decline to Approve Change Order for RFCSP #20-005 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Change Order for RFCSP #20-005 Middle School Restroom Renovations in Conjunction with the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

671-81-6629-B52-XXX-99-000-000BXX - \$60,000.00

COST:

Not to Exceed \$60,000.00

VENDOR:

Northridge Basecom

PURCHASING MECHANISM

RFCSP

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 #20-005

Forest Oak Middle School
Glencrest 6th Grade
Handley Middle School
Meadowbrook Middle School
Jacquet J Martin Middle School

Daggett Middle School
Meacham Middle School
Riverside Middle School

RATIONALE:

A Change Order is required to address the additional needs for RFCSP #20-005 Middle School Restroom Renovations in a not-to-exceed amount of \$60,000.00 which cannot be covered within the General Contractor's contract.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR TANGLEWOOD ELEMENTARY SCHOOL JOB NO. 171-011 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for renovations at Tanglewood Elementary School (Job No. 171-011 / Bid #20-004) on March 31, 2020.

The FF&E for this project will be purchased in phases as the renovations in specific areas are complete. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Tanglewood Elementary School renovation project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Tanglewood Elementary School Job No. 171-011 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Tanglewood Elementary School Job No. 171-011 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Tanglewood Elementary School Job No. 171-011 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-171-99-000-171011

COST:

Not to Exceed - \$267,300.00

VENDOR:

School Specialty - RFP #19-005

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 #171 Tanglewood Elementary School

RATIONALE:

The purchase of FF&E is necessary for the newly renovated spaces at Tanglewood Elementary School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR SOUTH HILLS HIGH SCHOOL JOB NO. 003-102 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at South Hills High School (Job No. 003-102 / Bid #19-104) on July 16, 2019.

The FF&E for this project will be purchased in phases as the addition/renovations in specific areas are complete. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the South Hills High School addition/renovation project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for South Hills High School Job No. 003-102 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for South Hills High School Job No. 003-102 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for South Hills High School Job No. 003-102 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-003-99-000-003102

COST:

Not to Exceed - \$2,009,700.00

VENDOR:

School Specialty - RFP #19-005

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 #003 South Hills High School

RATIONALE:

The purchase of FF&E is necessary for the addition and newly renovated spaces at South Hills High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR POLYTECHNIC HIGH SCHOOL JOB NO. 009-202 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at Polytechnic High School (Job No. 009-202 / Bid #19-092) on July 16, 2019.

The FF&E for this project will be purchased in phases as the addition/renovations in specific areas are complete. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Polytechnic High School addition/renovation project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Polytechnic High School Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Polytechnic High School Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Polytechnic High School Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-009-99-000-009202

COST:

Not to Exceed - \$1,980,000.00

VENDOR:

School Specialty - RFP #19-005

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 #009 Polytechnic High School

RATIONALE:

The purchase of FF&E is necessary for the addition and newly renovated spaces at Polytechnic High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND TEXAS WESLEYAN UNIVERSITY TO OPERATE EARLY COLLEGE HIGH SCHOOL AT DUNBAR HIGH SCHOOL

BACKGROUND:

On April 8, 2016, Dunbar High School received a Texas Title I Priority Schools (TTIPS) grant to implement an Early College High School. During the grant proposal development, Texas Wesleyan University agreed to partner with the campus to provide up to sixty hours of credit to Dunbar graduates that participate in a new Early College High School Gold Seal Program of Choice that will be conducted on the Dunbar campus. This was the first such partnership with a private four-year university in the state of Texas. The TTIPS grant has ended, but approval is sought to continue this successful partnership.

The partnership will allow students the opportunity to earn up to sixty hours of college credit upon high school graduation and impacts approximately 100 students per year. The purpose of the program is to improve student achievement at Dunbar as well as campus climate, parent engagement, staff leadership, student attendance, student enrollment, and student discipline. Upon graduation from high school, students will be encouraged to continue their studies at Texas Wesleyan, or another four-year university, toward a bachelor's degree with a special scholarship and financial aid education and assistance provided to students and their parents.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth ISD and Texas Wesleyan University to Operate Early College High School at Dunbar High School
2. Decline to Approve Memorandum of Understanding Between Fort Worth ISD and Texas Wesleyan University to Operate Early College High School at Dunbar High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth ISD and Texas Wesleyan University to Operate Early College High School at Dunbar High School

FUNDING SOURCE *Additional Details*

General Fund 199-11-6299-001-005-38-416-000000

COST:

School Year 2020-2021:.....\$300,429.00

School Year 2021-2022:.....\$309,441.00

School Year 2022-2023:.....\$318,727.00

School Year 2023-2024:.....\$328,288.00

Total:.....**\$1,256,885.00**

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Dunbar High School
Office of Innovation

RATIONALE:

Approval of this Memorandum of Understanding will allow Dunbar High School to continue the partnership with Texas Wesleyan University encouraging students to continue their studies on the university level.

INFORMATION SOURCE:

David Saenz

**MEMORANDUM OF UNDERSTANDING: TEXAS WESLEYAN UNIVERSITY
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by TEXAS WESLEYAN UNIVERSITY (hereinafter referred to as "Wesleyan") and Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. Wesleyan and FWISD may be collectively referred to as the "Parties" or individually as the "Party."

WHEREAS, the parties to this MOU have established an Early College High School (herein so called, or "ECHS") to continue in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; and (4) have limited financial resources, and as a result the cost of University is prohibitive;

WHEREAS, under this MOU, ECHSs are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and /or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, ECHSs: (1) prepare high school students for successful careers and educational futures through a full integration of high school, college, and the world of work; (2) improve academic performance and self-concept; and (2) increase high school and college/university completion rates; and

WHEREAS, it is the intention of the parties that the Pathways in Technology Early College High School ("PTECH") shall be operated in accordance with the legislative grant of authority for PTECH in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by the Texas Commissioner of Education, in connection therewith, as same may presently exist, or as may hereafter be amended, modified, or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- A. The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- B. The MOU will end on June 30, 2024, unless otherwise amended.

2. Guiding Principles:

Wesleyan and FWISD will function on the following principles:

- A. Establishment of a mutually beneficial partnership between the University and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- B. Collaboration in planning, implementation, and continuous improvement of ECHS programs including the provision for faculty, staff, and administration, curriculum development, professional development, and student services.
- C. Provision of rigorous college readiness and early college credit courses.

- D. Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
- E. Location of the ECHS at Dunbar High School and Wesleyan with students integrated in campus facilities and University co-curricular activities.
- F. Use of facilities including classrooms, labs, offices, and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- G. Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- H. Vertical alignment that promotes a college-going culture in all areas: teachers, University faculty, and high school and University counselors.
- I. Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and THECB grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- 1) The ECHS will:
 - a) Be governed by FWISD and be subject to FWISD's policies and local, state, and federal policies, laws, and regulations, and
 - b) Have the autonomy to operate as an ECHS at Dunbar High School within the rules and guidelines established by TEA, FWISD, and Wesleyan.
- 2) The FWISD ECHS Principal will:
 - a) Within the rules and guidelines established by TEA and FWISD, have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the University and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
 - b) Direct the ECHS administrative assistant or designee in entering attendance/ grades to the student accounting system of FWISD;
 - c) Report to the FWISD superintendent or his/her designee through the established FWISD governance structure; and
 - d) Be the primary contact for the ECHS with the community and the University.
- 3) The Early College Leadership Council:
 - a) Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
 - b) Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the University, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the University. Members will include high-level personnel with decision-making authority.
 - c) The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and

- iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses:

Wesleyan will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official Wesleyan curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of Wesleyan:

Wesleyan shall have the following duties:

- 1) Waive tuition for students duly enrolled in the ECHS approved Wesleyan courses;
- 2) Provide selection of text materials for Wesleyan courses;
- 3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing Wesleyan course selection and implementation in the ECHS;
- 4) Ensure that syllabi and course documents are followed;
- 5) Apply the standards of expectation and assessment uniformly in all venues where Wesleyan offers courses;
- 6) Ensure that all Wesleyan core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- 7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Crosswalk for Early College High School and the standards established by TEA, applicable accrediting agencies, and Wesleyan;
- 8) Provide access to in-house professional development opportunities offered by Wesleyan that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge;
- 9) Pay salaries of non-embedded adjunct instructors who teach Wesleyan courses; per contracted rate;
- 10) Provide academic support for ECHS students when appropriate;
- 11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides; and
- 12) Provide parking for ECHS faculty, staff, and appropriate students for required ECHS activities on the Wesleyan campus.

D. Duties of FWISD:

FWISD shall have the following duties:

- 1) Consult with Wesleyan faculty who teach Wesleyan courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- 2) Pay the salaries of FWISD instructors and instructional personnel;
- 3) Provide meals to qualifying students who participate in ECHS;
- 4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including Wesleyan courses; and
- 5) Pay contracted service fees to Wesleyan for ECHS and student support services provided, as invoiced and as detailed below:

Projected Period	Texas Wesleyan Contract	Payment deadlines
2020-2021	\$300,429.00	A letter of intent to pay will be provided by FWISD to Wesleyan on or before the August 1st, each year. An invoice shall be submitted to FWISD for payment due. Electronic Fund Transfer is the preferred option.
2021-2022	\$309,441.00	
2022-2023	\$318,727.00	
2023-2024	\$328,288.00	
Total	\$1,256,885.00	

- 6) If student enrollment goes above 400, a section by section review will be required for a determination of needed additional sections. Additional sections will be at a cost of \$4,500 to FWISD.

E. Enhanced Educational Opportunities:

The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as Wesleyan academic participation.

F. Faculty:

Faculty meeting TEA, Wesleyan, and Southern Association of Colleges and Schools Commission on Colleges qualifications and requirements as appropriate, will be provided by FWISD and Wesleyan. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas. Faculty will be evaluated according Wesleyan requirements. FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet necessary qualifications will be granted “Adjunct Instructor Faculty Status” by Wesleyan and will be permitted to teach Wesleyan university level courses, when needed, adhering to Wesleyan course requirements. Faculty members of ECHS employed by FWISD will be evaluated annually by FWISD, using FWISD guidelines in accordance with FWISD School Board policy.

G. Classroom and Office Facilities:

- 1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and Wesleyan.
- 2) Students, faculty, and staff of the ECHS will have access to instructional and non- instructional materials and other resources available on the campus of Wesleyan, in keeping with the guiding principles enumerated earlier.
- 3) Students, faculty, and staff of the ECHS will be provided with a University identification card and, as appropriate, parking passes.
- 4) The furniture in the ECHS facility will be paid for by FWISD, as necessary.

H. Academic And Student Support Resources:

- 1) Students will have access to appropriate library resources, and students are able to use such resources effectively. Library resources will be provided by Wesleyan through the West Library (to students while on campus or online) and may be provided by Dunbar.
- 2) Academic support services are appropriate for the courses and programs offered. Tutoring and study skills support will be made available at Dunbar; additional appropriate services will be provided as mutually agreed upon at Dunbar and Wesleyan.
- 3) Students will have the opportunity to receive Wesleyan IDs and access to athletic events, concerts, and various on-campus opportunities. Student engagement will be developed in cooperation between Dunbar and Wesleyan.

I. Tuition and Fees:

Wesleyan will not charge tuition and fees above the contracted service fees specified in this agreement for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk.

J. Books and Supplemental Materials:

- 1) Wesleyan-approved textbooks, syllabi, and course outlines shall apply to all Wesleyan courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- 2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- 3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.

K. Grading Policies:

University credit for each ECHS student should appear on the Wesleyan transcript as the student completes a course. The transcription of university credit will be the responsibility of Wesleyan, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the Wesleyan grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

L. Recruitment, Selection and Enrollment of Students:

- 1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- 2) Wesleyan will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the ECHS.
- 3) FWISD attendance policies and procedures will be followed as to high school courses, and Wesleyan attendance policies and procedures will be followed as to University courses.

M. Instructional Calendar:

- 1) The instructional calendar will be based on Wesleyan's master calendar.
- 2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- 3) inclement weather procedures will be established in consultation with all parties to this MOU.

N. Transportation:

FWISD shall transport ECHS students from the home campus to the ECHS campus and Wesleyan, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and Wesleyan. The provisions in this paragraph are solely for the benefit of Wesleyan, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

O. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to:

- 1) Policies and procedures of FWISD;
- 2) Policies and procedures of Wesleyan, including but not limited to the Student Handbook and the Wesleyan Catalog;
- 3) Procedures listed in a student handbook prepared by FWISD and approved by Wesleyan;
- 4) Procedures listed in a teachers manual prepared by FWISD and approved by Wesleyan; and
- 5) Policies of the University Board of Trustees.

P. Media and Public Relations:

Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and Wesleyan protocols that are appropriate under the particular circumstances.

Q. Student Progress and Support:

The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At Wesleyan, students will receive the same support services provided to all Wesleyan students. FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with University student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

R. Outcomes Assessment:

Wesleyan shall monitor and evaluate the quality and uniformity of classroom instruction in accordance with the standards set by Wesleyan and in adherence with requirements of the Southern Association of Colleges and Schools Commission on Colleges. To this end, instructors will participate in Wesleyan designed outcomes assessment, and Wesleyan will be able to access classes taught at Dunbar, class content, and student performance data for purposes of student learning outcomes assessment. Wesleyan and FWISD agree to maintain an open dialogue regarding all aspects of program implementation and effectiveness including but not limited to discussions regarding course content and student learning outcomes data and implementation of related and relevant improvements.

S. Evaluation, Research and Development:

Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives. Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the University, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion. Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU improvements.

4. Indemnification:

To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

5. Renewal:

Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2024. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the University and FWISD shall review this MOU and may renew this MOU on written approval of Wesleyan and FWISD.

6. Right of Revocation:

Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of Wesleyan or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the ECHS should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the ECHS should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment:

No Party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the Parties and supersedes all previous letters, understanding or oral agreements between Wesleyan and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither Party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of Wesleyan, FWISD, and their respective legal advisors, and Boards of Trustees.
- D. Neither Party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver:

The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law:

This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue:

Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither Party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If THECB adopts new guidelines for ECHS programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause:

The individuals executing this Agreement on behalf of Wesleyan and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Principal. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

DS 06/25/2020

 Dr. Kent P. Scribner
 Superintendent, Fort Worth Independent School District

 Date

 Frederick G. Slabach
 President, Wesleyan University

 Date

Approved as to Form : _____
 FWISD Legal Services

 Date

Approved as to Form : _____
 Wesleyan Legal Services

 Date

Paul Laurence Dunbar HS PTECH Early College

**Partnership with Texas Wesleyan University-
Liberal Arts: Arts & Humanities Endorsement**

9 th Grade		10 th Grade		11 th Grade		12 th Grade	
Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
AVID I	AVID I	AVID II	AVID II	AVID III	AVID III	AVID IV	AVID IV
English I or II	English I or II	English II or *III	English II or *III	English*III or *IV	English*III or *IV	*English IV – or English Elective	*English IV – or English Elective
Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Pre-Calculus *	Pre-Calculus*	Ethics* Calculus*	The Human Experience* Calculus*
AP Human Geography	AP Human Geography	World History*	World History*	US History*	US History *	Government*	Economics*
Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry *Nature of Physical Science	Physics or Chemistry *Physical Science & Environment	Physics or AP Physics or AP Chemistry	Physics or AP Physics or AP Chemistry
Spanish I	Spanish II	Health	PFL	Lab	Lab	Psychology*	Sociology*
Art Appreciation	Speech	Elective	Elective	Elective	Elective	Elective	Elective
BUSIM	BUSIM	Elective	Elective	Elective	Elective	Elective	Elective
*SPN 1341-3	*SPN 1342-3	*ENG 1301-3	*ENG 1302-3	*ENG 1301 OR *ENG 2326-3	*ENG 1302 OR *ENG 2328-3	*ENG 2326 OR *REL 1313-3	*ENG 2328 OR *HUM 2340-3
*FAR 1311-3	*SPC 1301-3	*HIS 2301-3	*HIST 2303-3	*MAT 1302-3	*MAT 1303-3	* MAT 1302 OR * MAT 1324-3	*MAT 1303 OR * MAT 1325-3
				*HIS 2321-3	*HIS 2322-3	*GOV 2311-3	*ECO 2305-3
				*CHE 1403-4	*CHE 1404-4	*PSY 1301-3	*SOC 2301-3
Up to 6 Hours	Up to 6 Hours	Up to 6 Hours	Up to 6 Hours	Up to 12 Hours	Up to 12 Hours	Up to 12 Hours	Up to 12 Hours

General Education Core: includes 42 hours college core, transferable to any Texas university

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. The courses highlighted yellow will be taken either as high school or college. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

Paul Laurence Dunbar HS PTECH
Associates of Applied Science Robotics and Automation/HS Diploma [Mechatronics Technician level 1]
Multidisciplinary Endorsement

	9 th Grade		10 th Grade		11 th Grade		12 th Grade	
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English *IV or *English Elective	English *IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	*College Algebra	**Pre-Calculus	4 th Year Math	4 th Year Math
	AP Human Geography	AP Human Geography	AP World History	AP World History	US History	US History	Government	Economics
	Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
	PS Math	PS Math	PE	PE				
	Spanish I *	Spanish II *	Health					
	Art Appreciation *	Speech *						
	Principles of Manufacturing	Principles of Manufacturing					Practicum/PROB S CareerPrep	Practicum/PROBS CareerPrep
College	SPN 1341-3	SPN 1342-3	*CETT 1409-4	*KINE 1102-1	*ENGL 1301-3	*ENGL 1302-3	*ENGL 2322-3	*ENGL 2323-3
	FAR 1311-3	SPC 1301-3	*KINE 1304-3	*RBTC 1351-3	*MATH 1314-3	*MATH 2412-4	*GOVT 23052-3	*ECON 2301-3
			*RBTC 1401-4	*CETT 1441-3	*HIST 1301 -3	*HIST 1302-3	*CETT 2435-4	*RBTC 2445-4
				*KINE 1164-1	*CETT 1449- 4	*CETT 1445-4	*RBTC 1447-4	*ELMT 2337-3
							*HYDR 2345-3	*ELPT 2455-4
	Up to 6 hours	Up to 6 hours	Up to 10 hours	Up to 8 hours	Up to 13 hours	Up to 14 hours	Up to 17 hours	Up to 17 hours
	ASS Robotics and Automation Associates Degree: 60+ hours Certifications: Mechatronics Technician Level 1 Certification: 30 hours							
*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.								

**ACTION AGENDA ITEM
BOARD MEETING
July 21, 2020**

TOPIC: APPROVE PAYMENT FOR THE 2020-2021 SCHOOL YEAR FOR THE ADMINISTRATIVE SUPPORT, PROFESSIONAL SERVICES, AND PAYROLL OF THE LEADERSHIP ACADEMY NETWORK/TEXAS WESLEYAN MANAGEMENT TEAM

BACKGROUND:

FWISD and Texas Wesleyan University began an innovative partnership in Spring 2019 to sustain the rising academic achievements of the District's five leadership academies. Per the performance contract between FWISD and Texas Wesleyan University/Leadership Academy Network (LAN), the District manages the funding for the professional services, payroll, and administrative support of the Texas Wesleyan staff that is needed for the LAN to effectively manage the five campuses within the network.

Payment for the services of the LAN is procured from funding that the network receives for ADA for the five campuses and SB 1882 funds for charter partnerships. Attached is the invoice for the 2020-2021 school year of services from the Leadership Academy Network/Texas Wesleyan University Management Team. The LAN management team will also be using the Charter School Planning Grant (CSPG) to pay for programs designed for John T. White Elementary School.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Payment for the 2020-2021 School Year for the Administrative Support, Professional Services, and Payroll of the Leadership Academy Network/Texas Wesleyan Management Team
2. Decline to Approve Payment for the 2020-2021 School Year for the Administrative Support, Professional Services, and Payroll of the Leadership Academy Network/Texas Wesleyan Management Team
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Payment for the 2020-2021 School Year for the Administrative Support, Professional Services and Payroll of the Leadership Academy Network/Texas Wesleyan Management Team

FUNDING SOURCE

Additional Details

General Fund	199-21-6299-TWU-999-99-416-000000.....	\$901,167.66
Special Revenue	258-13-6299-001-129-24-541-000000-20F35.....	\$188,000.00

COST:

\$1,089,167.66

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Texas Wesleyan University/ Leadership Academy Network:

- The Leadership Academy at Como Elementary
- The Leadership Academy at Forest Oak Middle School
- The Leadership Academy at M.I. Logan Elementary
- The Leadership Academy at Mitchell Boulevard Elementary
- The Leadership Academy at John T. White Elementary
- Office of Innovation

RATIONALE:

This item should be approved so that the Leadership Academy Network can continue to effectively implement their academic model to sustain the rise in the academic performance that has been evident on the campuses they manage. The projected data showed that all five schools in the LAN were on track to meet the target accountability ratings for the 2019-2020 school year.

INFORMATION SOURCE:

David Saenz



QUOTE

Leadership Academy Network

DATE: JUNE 5, 2020

1201 Wesleyan St.
 Fort Worth, TX 76109
 (817) 531-4216
 shropshire@txwes.edu

TO Dr. David Saenz
 Office of Innovation and Transformation - FWISD
 100 N. University
 Fort Worth, TX 76107

CONTACT PERSON	PAYMENT TERMS	DUE DATE
C. Shropshire	Within 30 days of Receipt of LAN Invoice(s)	

ITEM	DESCRIPTION	COST
Personnel	Sr. Ofc, Academic Ofc, Ops Ofc, Coordinator	\$577,705.66
TXWES Direct Cost	Office Space, Administrative Support	\$73,432
TXWES Professional Svcs	Dean - Chief of Staff/Gen. Counsel/VP Finance and Admin	\$52,000
Supplies	LAN Office Supplies	\$3,000
LAN Branding	Branding, Marketing and Promotional Materials for LAN	\$10,000
Contracted Svcs	LAN Special Projects	\$20,000
1882 Support	Technical Assistance - Policy, Legal, Governance	\$30,000
Prof. Dev. and Travel	Professional Development and Travel - LAN TEAM	\$36,000
Memberships	District Charter Alliance	\$5,000
Materials	Books, Materials, Subscriptions	\$7,500
Grow Your Own	LAN EDD Cohort	\$86,530
JTW Teacher Residency - Tuition/Fees	Tuition + Fees for Residents (<i>Funding Source: CSPG</i>)	\$108,000

JTW Teacher Residency Operational Costs	Instruction - Summer Institute - Supplies/Materials - Program Support - Prof. Dev. - Travel (<i>Funding Source: CSPG</i>)	\$80,000	
		TOTAL	\$1,089,167.66

ACTION AGENDA ITEM
BOARD MEETING
July 21, 2020

TOPIC: **APPROVE SECOND READING-REVISIONS TO BOARD POLICY
****EIC(LOCAL)******

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates, TASB only makes recommendations where the district’s local policies are concerned. District personnel update policies incorporating TASB’s recommendations and/or the needs of the district. The Board of Trustees always has the final say regarding which policies go in the manual.

The District is recommending an update to this policy to create an equitable system that allows for students in a variety of programs to be competitive for class rank. Class rank is important in Texas because House Bill 588, passed in 1997, created the “top 10% rule.”

This rule grants Texas students ranked in the top 10% of their graduating class automatic admission into Texas public colleges and universities. However, class size constraints limit UT Austin’s automatic admission policy to the top 6% of students in a graduating class.

The District hosted a variety of forums between July 2019 and January 2020 to seek input from stakeholders. Students, parents, teachers, counselors, and central and campus-based personnel participated in the forums.

Based on feedback from these sessions and research into best practices, the District recommends a change to the class rank policy beginning with students in the graduating class of 2024.

The District recommends that for these students, class rank be calculated using:

- The 16 highest numerical course grades in the highest weighted categories in the following courses:
 - 4 courses in mathematics
 - 4 courses in English Language Arts
 - 4 courses in science
 - 4 courses in social studies

A weighted and unweighted GPA will continue to be calculated for each student. The weighted and unweighted GPA calculations will not change. Both will include all courses taken in high

school. Local credit courses, distance-learning courses, and grades earned on Credit-by-Exams will continue to be excluded from GPA calculations.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policy EIC(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policy EIC(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policy EIC(LOCAL)

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar
Jerry Moore

PROPOSED REVISIONS

Consistent Application for Graduating Class

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

~~The District shall apply the same rules for class rank calculation and local graduation honors to all students in a graduating class, regardless of the school year in which a student entered grade 9.~~

Note: The following provisions shall apply to students in the graduating classes of 2021, 2022, and 2023.

Calculation

The District shall include in the calculation of class rank **semester** grades earned in ~~all eligible~~ high school credit courses taken in grades 9–12, **except as excluded below**.

The calculation shall include failing grades.

~~Beginning with the graduating class of 2025, the District shall also include in the calculation of class rank semester grades earned before grade 9 in Advanced Placement (AP) courses.~~

Exclusions

The calculation of class rank shall exclude grades earned in ~~or by~~ **any** local credit course, ~~; a course for which a pass/fail grade is assigned; or through~~ credit by examination, with or without prior instruction, ~~and grades earned prior to grade 9. In addition, the~~ **The** calculation ~~of class rank~~ shall **also** exclude grades earned through distance learning ~~and traditional correspondence courses~~, as well as in **any** dual credit courses taken through a college with which the District does not have a partnership agreement.

*Beginning with
Graduating Class
of 2024*

~~Beginning with students in the graduating class of 2021, In addition,~~ the District shall allow each student, at the time of course enrollment, to designate for exclusion from the class rank calculation up to two semester grades earned in grades 11 and 12 in any eligible course or courses. The District shall annually publish in appropriate District publications a list of courses eligible for exclusion by a student, along with procedural rules and deadlines.

Note: The following provisions shall apply to students in the graduating class of 2024.

Calculation

The District shall include in the calculation of class rank the **eight highest eligible semester grades earned in high school credit courses taken in grades 9–12 in each of the following subjects only: English language arts, mathematics, science,**

and social studies. If a student has earned fewer than eight eligible semester grades in one or more of these subjects in grades 9–12, the District shall use eligible semester grades earned before grade 9, as necessary, for a total of eight grades in each of these subjects.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in any local credit course or through credit by examination, with or without prior instruction. In addition, the calculation of class rank shall exclude grades earned through distance learning, as well as in any dual credit course taken through a college with which the District does not have a partnership agreement.

Note: The following provisions shall apply to students beginning with the graduating class of 2025.

Calculation

The District shall include in the calculation of class rank the eight highest eligible semester grades earned in high school credit courses taken in grades 9–12 and in Advanced Placement (AP) courses taken before grade 9 in each of the following subjects only: English language arts, mathematics, science, and social studies.

If a student has earned fewer than eight eligible semester grades in one or more of these subjects in grades 9–12 (including applicable AP grades earned before grade 9), the District shall use other eligible semester grades earned before grade 9, as necessary, for a total of eight grades in each of these subjects.

The calculation shall include failing grades.

Exclusions

The calculation of class rank shall exclude grades earned in any local credit course or through credit by examination, with or without prior instruction. In addition, the calculation of class rank shall exclude grades earned through distance learning, as well as in any dual credit course taken through a college with which the District does not have a partnership agreement.

Note: The following provisions shall apply to all students, regardless of their graduating class.

Weighted Grade System

Categories

Tier I

The District shall categorize and weight **eligible** courses as Tier I, Tier II, and Tier III in accordance with provisions of this policy **and as designated in appropriate District publications.**

~~Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier I courses. The courses shall include~~ **Eligible** AP courses, International Baccalaureate (IB) courses, dual credit courses, any courses for which a Tier I course is a prerequisite, and other District-designated courses **shall be categorized and weighted as Tier I courses.**

Tier II

~~Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier II courses. The courses shall include~~ **Eligible** high school Pre-AP courses, Pre-IB courses, and other courses locally designated as honors courses **shall be categorized and weighted as Tier II courses.**

Tier III

All other eligible courses shall be **categorized and weighted** ~~designated~~ as Tier III courses.

Weighted Grade Point Average

For the graduating classes of ~~2020, 2021,~~ and 2022, the District shall convert **semester grades in eligible courses to grade points in accordance with the following chart and shall calculate a weighted grade point average (GPA):** ~~semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following:~~

Grade	Tier I	Tier II	Tier III
97 and above	5.0	4.5	4.0
94–96	4.8	4.3	3.8
91–93	4.6	4.1	3.6
87–90	4.4	3.9	3.4
84–86	4.2	3.7	3.2
81–83	4.0	3.5	3.0
77–80	3.8	3.3	2.8
74–76	3.6	3.1	2.6
71–73	3.4	2.9	2.4
70	3.0	2.5	2.0
69 or Below 70	0	0	0

Beginning with the graduating class of 2023, the District shall convert **semester grades in eligible courses to grade points in accordance with the following chart and shall calculate a weighted grade point average (GPA):** ~~semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following:~~

Grade	Tier I	Tier II	Tier III
97 and above	5.0	4.5	4.0
94–96	4.8	4.3	3.8
90–93	4.6	4.1	3.6
87–89	4.4	3.9	3.4
84–86	4.2	3.7	3.2
80–83	4.0	3.5	3.0
77–79	3.8	3.3	2.8
74–76	3.6	3.1	2.6
71–73	3.4	2.9	2.4
70	3.0	2.5	2.0
69 or Below 70	0	0	0

Transferred Grades

When a student transfers semester grades for courses that would be eligible under the Tier III category and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student transfers semester grades for courses that would be eligible to receive additional weight under the District’s weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if the same course is offered to the same class of students in the District.

~~When a student transfers grades for properly documented courses from an accredited U.S. or foreign public or private institution, the District shall assign weight to those grades based on the categories and grade weight system used by the District if similar or equivalent courses are offered to the same class of students in the District.~~

The District shall convert transferred letter grades to numerical grades in accordance with ~~Conversion of letter grades to numerical grades for students transferring into the District with letter grades may be found in~~ the District’s Guide to Grade Reporting.

	<p>Grades earned in nonaccredited schools shall be handled in accordance with FD(LOCAL).</p>
Local Graduation Honors	<p>For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fifth six-week grading period of the senior year upon receipt of grades for dual credit courses, except for schools on an accelerated block schedule. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.</p> <p>For schools on an accelerated block schedule, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the third nine-week grading period of the senior year. The grade for the third nine-week grading period shall be used as the semester grade for this purpose.</p> <p>For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]</p>
Valedictorian and Salutatorian	<p>The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, such recognition, a student must:</p> <ol style="list-style-type: none">1. Have completed the foundation program with the distinguished level of achievement; and2. Have completed 19 credits before the first day of the school year in which graduation requirements are completed; and3. Have been continuously enrolled in the same District high school for the two school years immediately preceding graduation.
Ties	<p>In case of a tie in either the weighted GPAs or the weighted numerical grade averages after calculation to the third decimal place, thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.</p>
Latin Honors	<p>The District shall award local class rank Latin honors at each District high school shall be awarded to students at each high school who complete completing the foundation program with the distinguished level of achievement, as follows:</p>

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

- Summa cum laude: The top highest two percent of the graduating class
- Magna cum laude: The next highest three percent of the graduating class
- Cum laude: The next highest five percent of the graduating class

Highest-Ranking Graduate

~~In the graduating class of 2020, the local eligibility criteria for recognition as the valedictorian shall not affect recognition of the highest-ranking graduate for purposes of receiving the scholarship certificate from the state of Texas. [See Section 54.201 of the Texas Education Code]~~

~~Beginning with the graduating class of 2021,~~ **T**he student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

[See EIC(REGULATION) for details regarding calculations and transcript requests.]

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 July 17, 2020 at 9:00 AM.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**