

*Board of Education
Regular Meeting
January 28, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on January 28, 2020 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. 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.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - Glen Park Elementary
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Engagement Recognition - A.M. Pate Elementary
 - C. The American Heart Association's Campaign
 - D. J.P. Elder Middle School Football
 - E. North Side High School Football
 - F. School Board Appreciation Month
4. **REPORTS/PRESENTATIONS**
 - A. Financial Report and 2020-2021 Budget Update
 - B. Secondary Scheduling Update
5. **LONE STAR GOVERNANCE**
6. **PUBLIC COMMENT**
7. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
8. **DISCUSSION OF AGENDA ITEMS**

9. CONSENT AGENDA ITEMS

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

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D. Approve Ratification of Contract Between Abilene Christian University and Fort Worth Independent School District	56
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10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

11. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Termination of Mr. Albert J. Robles’ Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - 2. Senior Counsel
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

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

15. ACTION AGENDA ITEMS

- A. Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve the Termination of Mr. Albert J. Robles’ Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- E. Approve Creation of a Fort Worth ISD Safety and Security Committee 102
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- G. Approve Resolution to Develop and Adopt a Plan of Action for the 2020 Census 107
- H. Approve Resolution Supporting the American Heart Association’s Campaign to Educate Our Youth on the Dangers of E-Cigarettes 112
- I. Approve Authorization to Negotiate and Enter into a Contract with Midstate Energy LLC for a Guaranteed Maximum Purchase for Energy Efficiency Services in Conjunction with the 2017 Capital Improvement Program 116

J. Consider the Level III Grievance of Bridgett Davis (convene in closed session, if necessary)

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

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

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
January 28th, 2020**

TOPIC: 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 the Board Of Education Meeting Minutes
2. Decline to Approve the Board Of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on December 3, 2019.

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 November 20, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on November 20, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING DECEMBER 3, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 20, 2019 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on November 20, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

1. 5:30 P.M. – CALL SPECIAL MEETING TO ORDER – BOARD ROOM

President Ramos called the meeting to order at 5:31 p.m.

The following Board Members were present:

Daphne Brookins
Anne Darr
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Jacinto Ramos

Absent: CJ Evans
Norman Robbins

The following administrators were present:

Dr. Kent Scribner, Superintendent
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief of Academics
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PUBLIC COMMENT

There were no speakers.

3. RECESS – RECONVENE IN EXECUTIVE SESSION – BOARD CONFERENCE ROOM

The meeting was recessed at 5:32 p.m. for Executive Session.

4. EXECUTIVE SESSION

A. Seek the Advice of its Attorneys Concerning Pending or Contemplated Litigation or Other Matters that are Exempt from Public Disclosure Under Article X, Section 9 of the Texas State Bar Rules and as Authorized by Section 551.071 of the Texas Government Code.

B. Personnel Matters (Section 551.074)

1. Superintendent Summative Evaluation

2. Discussion Regarding Superintendent Contract

5. RECONVENE IN REGULAR SESSION – BOARD ROOM

The meeting was reconvened at 7:57 p.m.

Mr. Ramos announced Mrs. Daphne Brookins left the meeting early as she was receiving an award tonight.

6. ACTION ITEM

A. Consider and Take Possible Action on Superintendent’s Summative Evaluation

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Superintendent’s Summative Evaluation as Discussed in Closed Session.

The motion was unanimously approved.

B. Consider and Take Possible Action on Superintendent’s Contract

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Amendment of Superintendent’s Contract as Discussed in Closed Session.

The motion was unanimously approved.

7. ADJOURN

The meeting was adjourned at 8:00 p.m.

/s/ Faye Daniels
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on December 10, 2019.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on December 5, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on December 5, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING DECEMBER 10, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 5, 2019 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on December 5, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

Mr. Ramos announced the loss of students over the past couple of weeks and called for a moment of silence.

The following Board Members were present:

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

Absent: Norman Robbins

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
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
Elsie Schiro, Chief of Business & Finance
Cherie Washington, Chief of Secondary Schools
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES - Washington Heights Elementary School

The principal introduced students and recognized parents and staff that were present.

3. RECOGNITIONS

A. Recognition of Students Performing and Greeting Prior to the Meeting

The greeters this evening were from the Army JROTC unit at Carter-Riverside High School.

The Briscoe Elementary choir were recognized for performing prior to the meeting.

B. Fort Worth Sister Cities International

Mae Ferguson, President and CEO of Fort Worth Sister Cities International and Beth Weibel, senior Program Manager recognized our schools and administration for over 30 years of support.

C. FWISD Science News

Paschal High School seniors were recognized for their research that was presented at the Texas Herpetology Society Fall Symposium at Sul Ross University in Alpine.

D. Parent Recognition - Bonnie Brae Elementary

Tania Garcia was recognized as exemplary volunteer and presented with plaque of appreciation.

E. JP Elder Middle School Football

Recognitions for both J. P. Elder Middle School and North Side High School football teams will be observed at the January 28th meeting.

F. North Side High School Football

G. PTA Member Recognition

Tiffany Rogers, President of the Fort Worth ISD Council of PTA's, honored Dr. Scribner for joining all elementary school PTA's.

(Ashley Paz arrived at 5:45 p.m)

H. Panther Island ICE Team

Mrs. Jackson introduced this recognition and made introductions.

4. REPORTS/PRESENTATIONS

A. 2017 Capital Improvement Program Report

Dr. Scribner gave opening comments before the report. The presentation was turned over to Vicki Burris.

5. PUBLIC COMMENT

Speakers:

Larry Mercer

Terry Roach

Carlos Turcios

Norma Garcia Lopez

Sandra Maria Garcia

Jessica Ramirez

Steven Poole

Michael Ryan

Rich DeOtte

6. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 6:56 p.m. and reconvened at 7:02 p.m.

7. DISCUSSION OF AGENDA ITEMS

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

A. Board of Education Meeting Minutes

1. November 12, 2019 - Regular Meeting

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

1. Approve the Replacement of the HVAC Chiller at Both Rosemont and Stripling Middle Schools

2. Approve Purchase of Fleet Vehicles
 3. Approve Purchase of Servers, Licenses and Support to Provide an Upgrade and Backup for the Munis System
 4. Approve Purchase of Shade Structures and Playground Equipment for Identified Elementary Schools
- C. Approve the Interlocal Agreement Between the Education Service Center (ESC) Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District
 - D. Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at DeZavala ES, Greenbriar ES and Daggett MS for SY 2019-2020
 - E. Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at Como ES for SY 2019-2020
 - F. Approve Interlocal Agreement Between City of Fort Worth and FWISD for Afterschool Services in SY 2019-2020
 - G. Approve Data Sharing Agreement (For Educational Research Purposes) Between the Fort Worth Independent School District and the Cicero Group, an External Evaluator
 - H. Ratify Authorizations to Award Data Sharing Agreement and Process
 - I. Approve Ratification of a Memorandum of Understanding (MOU) Between Cook Children's Medical Center and Fort Worth Independent School District
 - J. Approve Ratification of the Memorandum of Understanding (MOU) Between Fort Worth ISD and Tarrant County College District - Trinity River Campus
 - K. Approve Ratification of the MOU Between Tarrant County College District and Fort Worth ISD for Adult Education Courses to be Held at Oakhurst and Eastern Hills Elementary Schools as a Part of Their New Family Centric Initiative
 - L. Ratify Memorandum of Understanding Between Fort Worth ISD and the City of Benbrook for School Security Services for the 2019-2020 School Year
 - M. Approve 2020 Internal Audit Plan

- N. Approve Resolution to Allow the Sale of Real Property Previously Struck-Off for Taxes
- O. Approve Budget Amendment for the Period Ended November 30, 2019
- P. Approve Authorization To Negotiate And Enter Into a Contract With Byrne - Potere JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 011-211 (RFQ #20-002) Trimble Technical High School
- Q. Approve Authorization To Negotiate And Enter Into A Contract With Turner | Source JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 083-131 (RFQ #19-091) Young Men's Leadership Academy
- R. Approve Authorization to Negotiate and Enter Into a Contract With SEDALCO-SMR JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 010-212 (RFQ #20-003) Paschal High School
- S. Approve Authorization To Amend The Scope Of The GMP Contract With Imperial Construction, Inc. In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (CMAR RFQ #19-105) Southwest High School
- T. Approve Additional Spending Authority For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program (CSP 19-002)
- U. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 005-212 Dunbar High School Renovation
- V. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (CMAR RFQ #19-102) Eastern Hills High School Addition / Renovation
- W. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 016-212 O.D. Wyatt High School Renovation
- X. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 010-212 Paschal High School Renovation

- Y. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 009-202 Polytechnic High School Addition/Renovation
 - Z. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 014-212 Southwest High School Renovation
 - AA. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 015-202 Western Hills High School Addition/Renovation
 - BB. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 011-211 Trimble Technical High School Renovation
 - CC. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 083-131 Young Men's Leadership Academy Addition/Renovation
 - DD. Approve Budget for Furniture, Fixtures and Equipment for Phase II of the Teaching and Learning Center
 - EE. Approve the Purchase of Field Equipment for Benbrook Middle/High School Baseball/Softball Athletic Addition/Renovation in Conjunction with the 2017 Capital Improvement Program
 - FF. Approve the Minutes of the September 9, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
 - GG. Approve the Minutes from the November 7, 2019 Board Policy Committee Meeting
9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR 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)

1. Fort Worth Independent School District v. Georgia Clark, TEA Docket No. 127-LH-07-2019
- 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. Executive Director - Network Services
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:58 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Anael Luebanos, seconded by CJ Evans, to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Appointment of Executive Director - Network Services.

The motion was unanimously approved.

14. ACTION AGENDA ITEMS

No action taken on Items A. and B.

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

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

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve to Propose Termination of the Chapter 21 Term Contract of Albert Robles for Good Cause.

The motion was unanimously approved.

- D. Official Ballot for Election of Members of the Tarrant Appraisal District

Motion was made by Ashley Paz, seconded by CJ Evans, to approve to Cast all 577 Votes for Mr. John Molyneaux, on the Official Ballot for Election of Members of the Tarrant Appraisal District.

The motion was unanimously approved.

- E. Approve 2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve the 2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School.

The motion was unanimously approved.

- F. Approve Board Resolution and Offer to Owner of 5062 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use

Motion was made by Quinton Phillips, seconded by Ashley Paz, to approve the Board Resolution and Offer to Owner of 5062 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use.

The motion was unanimously approved.

- G. Approve Ratification of a Memorandum of Understanding Between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District (FWISD)

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Ratification of a Memorandum of Understanding Between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District (FWISD).

The motion was unanimously approved.

Anne Darr abstained.

- H. Consideration and Possible Action Regarding Fort Worth Independent School District

v. Georgia Clark, TEA Docket No. 127-LH-07-2019

Motion was made by Quinton Phillips, seconded by Ashley Paz, to approve to Authorize Administration and Legal Counsel to Appeal the Decision of the Commissioner in the Matter of Fort Worth Independent School District v. Georgia Clark, TEA Docket No. 127-LH-07-2019.

The motion was unanimously approved.

- I. Consider the Level IV (DCD) Grievance of Rufus Anderson (convene in closed session, if necessary)

(The grievance was not held.)

1. 10 Minutes - Presentation by Employee and/or Representative
 2. 10 Minutes - Presentation by District Representative
 3. 10 Minutes - Questions from Board Members
 4. 15 Minutes - Board Deliberations (in closed session)
 5. Render Decision, if any, on the Level IV (DCD) Grievance (in open session)
15. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

Anne Darr
Jacinto Ramos

16. ADJOURN

The meeting was adjourned at 9:11 p.m.

/s/ Faye Daniels
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE THE EXPANSION OF PURCHASE OF A MULTI-TIERED STUDENT ONLINE SUPPORT SYSTEM

BACKGROUND:

The board originally approved this purchase on August 27, 2019 for a targeted number of campuses. Additional funding has been secured to expand the Multi-Tiered Student Online Support System to all campuses. It is a TEA mandate that school districts report to Public Education Information Management System (PEIMS) those students who are receiving interventions through Multi-Tiered Systems of Support (MTSS)/Response to Intervention (RTI). In order for Fort Worth ISD (FWISD) to meet this requirement, schools have been documenting academic and behavior interventions in two different online systems. The current contracts for the two systems is ending so in an effort to streamline this process, an RFP was put out for a MTSS student online support system that allows campus staff to document academic and behavior interventions in one system. The Branching Minds, Inc., an online system, is an integrate system that provides campus staff academic and behavioral tiered intervention support and data collection, while providing suggested best practices for academic and behavior interventions. The period of performance is three years from date of the award to June 30, 2022 with the option to extend for five (5) additional years in one (1) year increments. The Board previously approved \$276,000.00 on August 27, 2019, we are requesting additional \$90,000.00 to total \$366,000.00.

STRATEGIC GOAL:

- 1- Increase Student Achievement

ALTERNATIVES:

1. Approve the Expansion of Purchase of a Multi-Tiered Student Online Support System
2. Decline to Approve the Expansion of Purchase of a Multi-Tiered Student Online Support System
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Expansion Purchase of a Multi-Tiered Student Online Support System

FUNDING SOURCE

Additional Details

General Fund

199-31-6399-04K-999-24-208-000000

COST:

\$90,000.00

VENDOR:

Branching Minds, Inc.

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 19-111

Number of Bid/Proposals received: 11

HUB Firms: 0

Compliant Bids: 11

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

ALL FWISD SCHOOLS

RATIONALE:

Approving this item will ensure a more streamlined system of support for students while providing suggested best practices for academic and behavior interventions. Having a place to document all student interventions academic, behavior and social emotional in one system will give campus staff an easier process for reviewing student data and supports, determining best practices for interventions and progress monitoring of those interventions. This system will also

allow for required (PEIMS) Public Education Information Management System reporting of interventions, mandated by state and federal guidelines.

INFORMATION SOURCE:

Jerry Moore

CONSULTANT SERVICE CONTRACT ADDENDUM

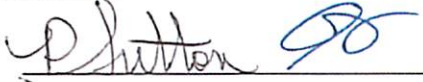
This Consultant Service Contract Addendum ("Addendum") is made a part of the Consultant Service Contract dated September 1, 2019 between the Fort Worth Independent School District, a political subdivision of the State of Texas, hereto duly authorized ("District"), and Branching Minds ("Consultant"). The District and Consultant will be collectively referred to as the "Parties."

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

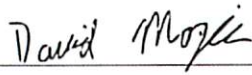
Schedule "A" of the original Consultant Services Contract is hereby amended to reflect a change in the compensation of Consultant for school year 1: September 1, 2019 to June 30, 2020 from an amount NOT TO EXCEED \$276,000 to an amount NOT TO EXCEED \$366,000. The change in compensation is due to purchasing additional licenses and professional development for all Fort Worth ISD students. The previous contract only included 60,000 students.

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

FOR DISTRICT:

Signed: 
Name: Patricia Sutton
Title: Dir. Special Programs
Date: 11/20/19
Req. # _____

FOR CONSULTANT:

Signed: 
Name: David Magier
Title: Chief Operating Officer
Date: 11/20/19

APPROVED: (required over \$25,000)


Signed: _____
Dr. Kent Scribner
Superintendent of Schools
Date: _____

Business Organization: (check one)

- Corporation Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)

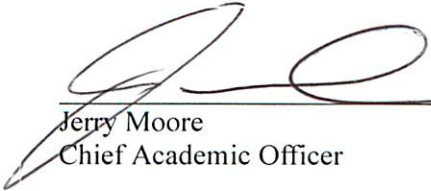
APPROVED AS TO FORM:

(required over \$10,000)

Signed: 
Legal Counsel for District
Date: 11/20/19

Other: _____
46-3275236
(Social Security/Employer ID Number)

Signed: _____
Jacinto Ramos, Jr., Board President
Date: _____


Jerry Moore
Chief Academic Officer



Phone 646 450 5174
Purchase Order Fax 212 230 7395
Federal Tax ID 46 3275236

Branching Minds Master Agreement

This agreement ("Agreement") is made and entered into as of September 1, 2019, by and between Branching Minds, Inc. ("Company") a Delaware corporation, and Fort Worth Independent School District ("Customer"). Company offers access to its web application, the Branching Minds platform (the "Application"), as well as certain other technology services (as described in this Agreement).

- 1. Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to (A) the Application and (B) certain other technology services, including, but not limited, to roster data integration (collectively, the "Services"), as listed on Schedule A. Customer authorizes Company to provide the Services and agrees to pay the associated fees, all as set forth in Schedule A.
- 2. Technology Subscriptions.** Company will provide to Customer access to the Application and certain other Technology Services listed on Schedule A for the term described in Section 3 of this Agreement. Company regularly updates the Technology Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the Technology Services via the Internet by use of a Customer-provided browser.
- 3. Term and Termination.** This Agreement shall be effective as of the date above and ~~shall run until June 30, 2022~~ ("Initial Term"). After the Initial Term, this Agreement may be renewed for five (5) successive one-year terms ("Renewal Terms"), at Customer's election. Either party may terminate this Agreement, for any reason, with at least sixty (60) days' prior written notice to the other party, with such termination to be effective at the end of the current school year in which such termination was made.
- 4. Billing and Payment.** Fees are due to Company no later than 45 days following July 1st of each school year (as described on Schedule A). Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law. If Customer fails to make timely payments of any undisputed fees, Customer shall be in material breach of the Agreement. In the event of such payment breach, Company will be entitled to suspend any or all Services upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality not otherwise set forth in the Agreement. Company will submit an invoice for the subsequent term's Services, plus the applicable annual fee increase (if any), to Customer at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. If an undisputed amount owed by Customer for the Initial Term, or any subsequent

Renewal Terms becomes more than sixty (60) days past due, Customer's access to the Application may be interrupted until payment is received.

5. **License Grant.** Company grants to Customer a limited, non-transferable, non-exclusive license to access and use the Services provided by Company only as authorized in this Agreement.

6. **Customer Data.** Customer shall own all right, title and interest in and to Customer data. However, Customer hereby grants to Company a perpetual, worldwide, royalty-free license to use all Customer data as necessary solely for the purposes of (i) providing the Services to Customer and its Authorized Users pursuant to this Agreement and (ii) solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing, research, and internal analytical purposes.

7. **Customer Responsibilities.**

a. Customer is solely responsible for (i) complying with this Agreement and the [Branching Minds Terms of Service](#), (ii) submitting accurate, quality and legal data to the Application, (iii) using commercially reasonable efforts to prevent unauthorized access to or use of Services, (iv) notifying the Company promptly of any such unauthorized access or use, and (v) using the Services only in accordance with applicable laws and government regulations. Company may terminate the Agreement as contemplated in Section 3 if Customer fails to adhere to the foregoing acceptable use standards.

b. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the Services.

8. **Protection of Customer Data.** Company will maintain administrative, physical, and technical safeguards (including the use of encryption and firewalls) for protection of the security, confidentiality and integrity of Customer's data, as described in the [Branching Minds Privacy Policy](#). Notwithstanding the foregoing, Customer acknowledges that the Internet is an open system and Company cannot and does not warrant or guarantee that third parties will not intercept Customer data.

9. **Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the services policies referenced in the Proposal.

COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH

PROBLEMS.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. Limitation of Liability. WITH THE EXCEPTION OF THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 1 (SERVICES).

11. Hosting Provider and Limitation of Liability.

a. The Software will be hosted by an authorized subcontractor (the "Hosting Provider") that has been engaged by Company and shall only be accessed by Customer using the Customer's computers. The Hosting Provider shall have access to Customer data solely for the purpose of enabling Company to provide the Services and will not access or use Customer data for any other purposes.

b. The hosting provider is an independent third party not controlled by Company. Accordingly, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING PROVIDER. EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality.

a. "Confidential Information" is the confidential business information disclosed by the "Disclosing Party" to the "Receiving Party" whether orally or in writing, that is designated as confidential or that should reasonably be understood to be confidential

given the nature of the information and the circumstances of disclosure. Company and Customer are both Disclosing Parties (when disclosing its confidential information) and Receiving Parties (when receiving the other's information). Confidential Information may take the form (as examples) of the Application, information regarding this Agreement (including pricing information) and any documentation provided to Customer by Company. Confidential Information does not include any information that is generally publicly known at the time of disclosure, or that the Receiving Party legally learns independently, or independently develops without breaching this Agreement. Company acknowledges that Customer is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, Customer may be required to release documents to the requestor. Company acknowledges that it has the responsibility to brief the Texas Attorney General's office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

b. Except to fulfill the purposes of this Agreement:

i. The Receiving Party will not use the Disclosing Party's Confidential Information, and will maintain the confidentiality of the Disclosing Party's Confidential Information at least to the degree as the Party maintains the confidentiality of her/its own such information.

ii. The Receiving Party may disclose Confidential Information to professionals (such as certified public accountants and attorneys) who are obligated to keep it confidential, and may disclose it when required by subpoena or otherwise by law.

c. Remedies. Each party acknowledges that the disclosure of any Confidential Information, or any information which at law or equity ought to remain confidential, shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law. Each party shall be entitled to obtain immediate injunctive and other equitable relief against the breach or threatened breach of any of the foregoing confidentiality undertakings (without the necessity to post a bond or to demonstrate the inadequacy of legal remedies), in addition to any other remedies which may be available. Customer hereby consents to the obtaining of such injunctive relief.

13. **FERPA.** Company acknowledges that personally identifiable information from an education record of a student will be disclosed to Company in connection with the Services, and that such disclosure is made by Customer to Company under the exception granted by Section 99.31(a)(1)(i)(B) of the Family Educational Rights and Privacy Act ("FERPA") whereby Company is considered to be a "school official" for purposes of FERPA. In connection therewith, Company hereby agrees to comply, at all times, with Section 99.33(a) of FERPA.

14. **Indemnification.**

a. Indemnity by Company. Company shall defend, indemnify and hold Customer harmless from and against any action, suit, or proceeding brought against Customer alleging that the Application infringes any United States patent, trademark or copyright, and Company shall indemnify and hold Customer, its officers, directors and employees, harmless against damages finally awarded against Customer, costs, expenses, and losses (including, without limitation, court costs and reasonable attorneys' fees and expenses) in connection with any such action, suit or proceeding; provided, that (i) Customer notifies Company promptly in writing of the claim in question, (ii) Company has sole control of the defense and all related settlement negotiations, and (iii) Customer provides Company with all commercially reasonable assistance, information and authority to perform the above at Company' expense. In the event that Customer's use of the Services is enjoined by a court of competent authority, Company shall, at its sole option and at its expense, either (I) procure for Customer the right to continue accessing and using of the Services or (II) modify the Services to avoid infringement without material impairment of their functionality; provided, however, that if neither of the foregoing remedies can be obtained upon commercially reasonable terms, this Agreement shall terminate, and the sole liability of Company shall be to refund to Customer the pro rata portion of the fee for the unused portion of the Term. **THIS SECTION STATES COMPANY' SOLE LIABILITY HEREUNDER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.**

b. Indemnity by Customer. As permitted by law, and without waiver of any immunity or defense, Customer shall defend, indemnify and hold Company, its affiliates, and the respective members, managers, employees, or agents thereof, harmless from and against every liability, loss, claim, demand, proceeding, judgment, damage, expense, amount paid in settlement and costs arising out of, relating to, or in any way connected with: (i) negligence, dishonest acts, willful misconduct, fraud, or unlawful conduct of Customer, its employees, subcontractors and agents in connection with the performance of its obligations pursuant to this Agreement; (ii) the use or operation of the Services by Customer, its employees, subcontractors and agents; (iii) the Customer's breach of its confidentiality obligations under this Agreement; (iv) the breach of any covenant specified in this Agreement by Customer, its employees, subcontractors and agents; (v) Customer's breach of applicable laws, rules, and regulations in the performance of its obligations under this Agreement or its use of the Services and any other services or materials provided under this Agreement; (vi) damages to property, including loss of use thereof and downtime resulting from Customer's negligence or willful misconduct in connection with the performance of its obligations pursuant to this Agreement; (vii) bodily injury, including death, resulting from Customer's use of information derived from the Services under this Agreement; and (viii) claims by any other party (including, without limitation, parents of children whose personal information is contained in the Customer's data) arising from or related to (A) the breach by Customer, its employees, subcontractors or agents of the data integrity, data security or privacy rights under this Agreement or under any applicable law including, but not limited to FERPA and NYS Education Law §2-d, or

(B) the unauthorized disclosure of information under this Agreement or the treatment of such children by Customer, its employees, subcontractors and agents.

15. General.

a. Amendments. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign an Agreement on behalf of Customer and Company.

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

c. Non-Assignability. Neither this Agreement nor the rights or obligations hereunder may be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided however that, unless prohibited by applicable law, either party may freely assign this Agreement (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or change in control of the party, or (ii) to any entity which is a successor to the assets, stock, or the business of that party.

d. Governing Laws. This Agreement will be governed and construed by the laws of the State of Texas and the copyright laws of the United States, without giving effect to principles of conflicts of laws. Any and all disputes, demands or other claims involving the parties arising under, or related to, this Agreement shall be resolved in the federal or state courts located in Tarrant County, State of Texas, which shall be the sole and exclusive forums for resolution of any and all such disputes, demands or claims of any kind.

e. Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

f. Survival. The provisions of Sections 6.7, 12.13, and 15 shall survive the termination or expiration of this Agreement.

g. No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and will not confer third-party beneficiary rights upon any other person or entity.

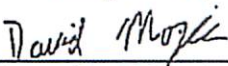
h. Disputes. Any and all disputes (with the exception of copyright claims) arising out of, under, or in connection with this Agreement (including without limitation,

their validity, interpretation, performance, or breach) should be adjudicated exclusively in the federal or state courts located in (or having jurisdiction over) Tarrant County, Texas. Copyright claims shall be adjudicated exclusively in a federal court located in (or having jurisdiction over) Tarrant County, Texas. Customer expressly consents to the jurisdiction of such courts. Customer expressly waives any claim of forum non conveniens.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be duly executed and delivered as of the date set forth below.

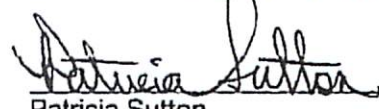
Service Provider:


Branching Minds, Inc.

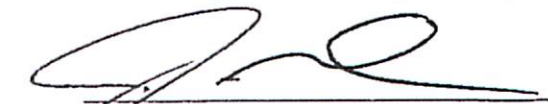

Name: David Magier
Title: Chief Operating Officer
Date: August 12, 2019

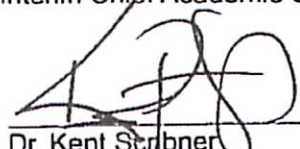
District:

Fort Worth Independent School District


Patricia Sutton
Director, Special Programs



Corey Golomb
Assistant Superintendent, Special Populations


Jerry Moore
Interim Chief Academic Officer


Dr. Kent Scribner
Superintendent of Schools

8/29/19


Alexander Athanason
Attorney


Jacinto Ramos, Jr.
Board President

Schedule A

School Year 1: September 1, 2019 to June 30, 2020

Cost Breakdown	Cost	Qty	1 Year
Platform (PK-12)	\$4.26	60,000	\$255,600
		Platform Sub-Total	\$255,600
Implementation Support for 1 year (includes trainings, executive team meetings, and other support)	\$20,400	1	\$20,400
Data & Tech. Services	\$300	145	\$43,500
		TOTAL	\$276,000

*Data & Tech Services Fee waived

School Year 2: July 1, 2020 to June 30, 2021

Cost Breakdown	Cost	Qty	1 Year
Platform (PK-12)	\$4.26	82,000	\$349,320
		Platform Sub-Total	\$349,320
Data & Tech. Services	\$300	145	\$43,500
		TOTAL	\$349,320

*Data & Tech Services Fee waived

School Year 3: July 1, 2021 to June 30, 2022

Cost Breakdown	Cost	Qty	1 Year
Platform (PK-12)	\$4.26	82,000	\$349,320
		Platform Sub-Total	\$349,320
Data & Tech. Services	\$300	145	\$43,500
		TOTAL	\$349,320

*Data & Tech Services Fee waived

Renewal School Years: July 1 of Renewal Year to June 30 of Renewal Year

Cost Breakdown	Cost	Qty	1 Year
Platform (PK-12)	\$4.26	82,000	\$349,320
		Platform Sub-Total	\$349,320
Data & Tech. Services	\$300	145	\$43,500
		TOTAL	\$349,320

*Data & Tech Services Fee waived



Invoice #269

Issue Date 08/28/2019
Due Date 10/01/2019

157 Columbus Avenue
5th Floor
C/O David Magier
New York, NY 10023

Contact Name David Magier (Branching Minds)
Email david@branchingminds.com
Telephone (646) 450-5174
Fax: (267) 590-1318

Invoice For Patricia Sutton
Fort Worth Independent School District
(817) 814-2000
100 N. University, Fort Worth, TX, 76107, United States

Subject Branching Minds License and Implementation Support 2019-2020

Description	Qty	Unit cost	Line cost
Contracted Student Licenses	60,000	\$4.26	\$255,600.00
Implementation Support for 1 year (includes trainings, executive team meetings, and other support)	1	\$20,400.00	\$20,400.00
		Payment	\$0.00
		Balance Due	\$276,000.00

Terms:

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE PURCHASE OF PROJECTORS FOR CLASSROOM INTERACTIVE WHITEBOARDS

BACKGROUND:

Projectors are a critical piece of the overall functionality of the classroom interactive whiteboard instructional tool. We are purchasing two hundred and twenty-eight (228) projectors that are needed to address Technology Service Request tickets for classrooms with non-functioning projectors. Installation of these projectors will ensure that interactive whiteboards are in working order to support classroom instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Projectors for Classroom Interactive Whiteboards
2. Decline to Approve Purchase of Projectors for Classroom Interactive Whiteboards
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Projectors for Classroom Interactive Whiteboards

FUNDING SOURCE

Additional Details

CIP 2013 - Technology

682-11-6396-13C-XXX-11-000-000000

COST:

\$149,467.68

VENDOR:

Delcom Group

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 The Interlocal Purchasing System (TIPS), Contract 170306. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The purchase of these projectors will restore interactive whiteboard function to support classroom instruction.

INFORMATION SOURCE:

Art Cavazos



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)
 EMAIL PURCHASE ORDER TO: orders@delcomgroup.com
 PO MUST REFERENCE TIPS CONTRACT NUMBER

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



VENDOR **Delcom Group**

2525B E. Hwy 121 Lewisville TX,75056

WEBSITE www.delcomgroup.com

SERVICE/PRODUCTS DESCRIPTION

In today's digital learning environment, the ability to communicate the right information to the right people at the right time is essential. Delcom Group's network integrators have over two decades of experience in K-12 technology integration. We help superintendents, chief technology officers and other K12 decision-makers overcome technology obstacles as they put measures in place to transform their school districts into learning environments, featuring the most powerful digital tools available. Making that happen requires investments in broadband capacity, smarter use of federal E-Rate dollars, cost-effective approaches to building 1-to-1 computing, and stronger online connections. Delcom Group's project management teams have been executing E-Rate, bond improvement, and other technology-related projects for over 20 years. Delcom Group specializes in creating powerful learning environments for students in K-12, Higher Education and Charter Schools. A leader in classroom innovations, we have been supporting education technology in Texas and Oklahoma for over 20 years. We have a strong history of supporting educational entities and a vested interest in integrating technology into classrooms. We understand our clients' ultimate goal is to increase student achievement using the latest products in collaborative learning. Our clients include primary schools, colleges and universities, but can be applied in any learning environment. Our video communications, simulation and visualization systems, and distance learning Client, AV, and Networking solutions can improve connections among faculty, staff, students, and beyond. Client, AV, and Networking systems also help foster student learning and information retention by providing rich

interactive experiences for their users. Delcom Group can help educators create a powerful learning environment for their students, faculty, and community.

CONTRACT: **170306 Technology Solutions, Products and Services**
May-26-2017 to May-26-2020 EDGAR COMPLIANCE: Yes

Copyright 2005–2019 The Interlocal Purchasing System | **Lead agency Region 8 ESC** 



QUOTATION

16583

BILL TO:		JOB LOCATION:	
COMPANY: FORT WORTH ISD	COMPANY: FORT WORTH ISD	DATE: December 13, 2019	
ADDRESS: 1000 N. UNIVERSITY DR	ADDRESS: 1000 N. UNIVERSITY DR	SALES REP: CARLOS FIGUEROA	
		PHONE:	
FORT WORTH, TX 76107	FORT WORTH, TX 76107	EMAIL: CARLOSF@DELCOMGROUP.COM	
CONTACT	CONTACT Wyatt Sledge	CONTRACT # TIPS 170306 AV/PC	
PHONE:	PHONE:		

TITLE:
BenQ MW826ST
SCOPE OF WORK:

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PR
MW826ST	BenQ MW826ST 3D Ready Short Throw DLP Projector	228.00	\$655.56	\$149,467.
	<i>Includes 5 Year Warranty</i>			
	<i>Pricing includes service to swap existing projector with a new one. All consumables, and cables etc. (if any), must be provided by the district at the time of swap.</i>			
	<i>TIPS 170306</i>			
	<i>Quote Valid through March 2020. In the event of a Tariff increase on the projector quote will need to be adjusted.</i>			
	AV Installation	228.00	\$0.00	\$0.

Warranty and Maintenance	
SUBTOTAL:	\$149,467.
SHIPPING:	\$0.
TAX:	\$0.
TOTAL:	\$149,467.

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE PURCHASE OF CISCO COLLABORATION ENTERPRISE AGREEMENT

BACKGROUND:

Communication and collaboration tools are essential to a school district's operations. Video conferencing and video applications are tools that are expected to play a larger role in student instruction. After review by our Curriculum and Operations Divisions, we are recommending the purchase of the Cisco Enterprise Agreement. The Agreement provides Cisco's Collaboration Flex Plan Suites - Meetings and Calling software, support, implementation, integration, and adoption of an industry leading voice, unified communications, messaging, conferencing, and video applications in a single portfolio suite.

This Agreement will provide licensing and software for our enterprise telephone system as well as provide video conferencing solutions. It will enhance our ability to share academic opportunities across the District. When fully implemented the system will assist in the delivery of instruction at multiple campuses. It is expected to facilitate with providing program offerings in various areas. In some cases, it should reduce busing of students for specialized courses, such as CTE offerings. The software will also allow collaboration access from a tablet, smart phone, or computer and will provide additional options for parent conferences and communication.

The purchase of the Cisco Collaboration Enterprise Agreement is for a total cost of \$340,380.00 annually for five years.

STRATEGIC GOAL:

2 - Improvement Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Cisco Collaboration Enterprise Agreement
2. Decline to Approve Purchase of Cisco Collaboration Enterprise Agreement
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Cisco Collaboration Enterprise Agreement

FUNDING SOURCE

Additional Details

General fund

199-53-6399-814-999-99-427-000000

COST:

\$340,380.00 Annually

VENDOR:

CDW-G

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 Department of Information Resources Contract DIR-TSO-4167. 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:

This purchase will provide critical foundation and fabric needed to support the District’s long-term digital learning and workforce strategies, scale and operational efficiencies.

INFORMATION SOURCE:

Art Cavazos
Jerry Moore



November 26, 2019

Fort Worth Independent School District
100 N University Drive
Fort Worth, Texas 76017

SUBJECT: Cisco Enterprise Agreement Under Cisco Deal ID 40260740

This letter agreement ("Letter Agreement") between Cisco Systems, Inc. ("Cisco") and Fort Worth Independent School District ("Customer") sets forth the understanding of the parties with respect to Customer's purchase of the Cisco Enterprise Agreement *Cisco Collaboration Flex Plan Suites (Meetings and Calling)* (the "Covered Suite") for a five-year term from a Cisco-authorized reseller ("Reseller") under Cisco Deal ID 40260740. This Letter Agreement will be effective from the date of last signature below.

This Letter Agreement modifies the Cisco Enterprise Agreement Program Terms between Cisco and Customer ("Program Terms"). All capitalized terms not otherwise defined in this Letter Agreement have the same meaning as provided for in the Program Terms. In the event of a conflict between the Program Terms and this Letter Agreement, this Letter Agreement will prevail. Except as modified by the terms of this Letter Agreement, the Program Terms remain in full force and effect.

With respect to the Covered Suite, the parties agree as follows:

1. This Letter Agreement and the Enterprise Agreement Program Terms will be interpreted by the laws of the State of Texas, notwithstanding any conflicts of laws provisions. The venue for any dispute over the same will be the State courts in Tarrant County, Texas or the Federal courts in the Northern District of Texas.
2. As relates to Section 8 and Section 9 of the Program Terms and the "True Forward" process: Cisco recognizes that if Customer owes True Forward fees for exceeding growth allowances, Customer is required to allocate and encumber funds via its applicable procurement processes. If Customer is unable to allocate and encumber funds, Customer must immediately cease using the Software licenses, SaaS, and Support Services that exceed the growth allowance. Customer agrees that before exceeding the growth allowances for their Suite, they will contact their Cisco-authorized reseller to get a quote of the anticipated True Forward fees for the expected excess growth, and will endeavor to allocate and encumber the funds necessary to pay the True Forward fees through their applicable procurement processes.
3. As relates to Section 19, where the Program Terms refer to the Cisco End User License Agreement, the reference means the software license terms set forth in the Texas DIR-TSO-4167 contract between Cisco and the State of Texas, under which the purchase of the Suite was made.
4. As relates to Section 5 of the Program Terms, Customer can only be responsible for a third party's actions to the extent allowed by law and without waiver of immunity and defense.
5. This Letter Agreement represents the entire understanding of the parties with respect to its subject matter, supersedes any prior oral or written communications between the parties, and may be modified only by a written document signed by both parties.

The parties have caused this Letter Agreement to be duly executed. Each party represents that its respective signatories whose signatures appear below are duly authorized to execute this Letter Agreement.

Cisco Systems, Inc.

Fort Worth Independent School District

Signature: 

Signature: _____

Name (Printed): Jenn Pate
Authorized Signatory

Name (Printed): _____

Title: _____

Title: _____

Date: November 26, 2019

Date: _____

APPROVED BY LEGAL

End User overview

Defined Term(s) Used in this Section

“Participating Affiliates” means: (i) those Affiliates that are included in Your EUIF and for which You have paid the appropriate fee(s) to be included in this Cisco EA or You form with existing assets and employees transferred only from such Affiliates or (ii) those Affiliates that You acquire and add to the list of Participating Affiliates under the process set out in these Program Terms.

“Affiliate” means any entity that one of us controls or controls one of us. “Control” means that entity (a) directly or indirectly owns more than 50% of one of us; or (b) has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

“End User”, “You” or “Your” mean the final purchasing entity as identified on the EUIF.

End User Information	
Full legal name of the organization you represent	Fort Worth Independent School District
Address of its principal place of business	100 N University Dr Fort Worth, TX 76107

Your Enterprise Coverage
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s)
<input checked="" type="checkbox"/> None <input type="checkbox"/> Only listed Affiliates
Additional information/list of Participating Affiliates

Cisco Collaboration

Additional Defined Term(s) Used in this Section

“Employees” means full or part-time employees of You or Your Participating Affiliates, as applicable.

“Contractors” means non-Employees who (i) work on Your or Your Participating Affiliates’ behalf, (ii) whose work is under Your or Your Participating Affiliates’ control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates’ systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

“Knowledge Workers” means You and Your Participating Affiliates’ Employees and Contractors that utilize Devices as part of their job duties that are performed on You and Your Participating Affiliates’ behalf.

“Devices” means computing, networking, or communications devices capable of running the Software or browser plug-ins associated with the Software, and which are owned or controlled by You or Your Participating Affiliates, as applicable.

Your Suite(s) purchased with Collaboration Flex Plan
Cisco requires customers purchasing Meetings Enterprise Agreement or Meetings Active User and/or Calling EA to fill out this End User Information form. You will have access to the Software and/or SaaS in the Suite(s) you purchase, and which are identified on your EUIF.
<input checked="" type="checkbox"/> Meetings Enterprise Agreement <input type="checkbox"/> Meetings Active User (EA Program Terms do not apply to Meetings Active User) <input checked="" type="checkbox"/> Calling Enterprise Agreement

Knowledge Worker Count Worksheet

Cisco Collaboration Flex Plan EA or AU Offers	Value
Total quantity of Employees of the End User and Participating Affiliates	a.
+ Total quantity of Contractors of the End User and Participating Affiliates	b.
= Total Employees and Contractors (add a. and b.)	c.
Function name and respective quantity of Employees and Contractors that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of Employees and Contractors that are not considered as Knowledge Workers	d.
= Knowledge Worker count (subtract d. from c.)	e.

Cisco Collaboration Flex Plan EDU EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Function name and respective quantity of faculty/staff that are not considered as Knowledge Workers	

+ <i>Function 1</i>	
+ <i>Function 2</i>	
+ <i>Function 3</i>	
= Sum of the total quantity of faculty/staff that are not considered as Knowledge Workers	b.
= Knowledge Worker faculty/staff count (subtract b. from a.)	c.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

End User Information Form Acceptance

AS AN AUTHORIZED REPRESENTATIVE OF THE END USER, YOU REPRESENT THAT THE INFORMATION PROVIDED IN THIS FORM IS ACCURATE AS OF THE DATE OF YOUR SIGNATURE AND THAT THE ESTIMATE(S) ABOVE IS/ARE A GOOD FAITH ESTIMATE OF THE METERS (e.g., KNOWLEDGE WORKERS, CONTACT CENTER AGENTS, PORTS), AS APPLICABLE, TO THE COLLABORATION FLEX PLAN EA or AU OFFER THAT YOU ARE PURCHASING. YOU UNDERSTAND THAT CISCO RELIES UPON THE ACCURACY OF THE INFORMATION PROVIDED IN THIS FORM TO PROVIDE A QUOTE TO YOUR RESELLER, TO LICENSE ITS SOFTWARE TO YOU, TO PROVIDE YOU WITH UPGRADES, AND TO PROVIDE TECHNICAL SUPPORT ON THE PRODUCTS INCLUDED IN THE COLLABORATION EA/AU OFFER. YOU ALSO UNDERSTAND THAT YOU ARE UNDER NO OBLIGATION TO PURCHASE BY COMPLETING THIS FORM.

FOR CISCO COLLABORATION FLEX PLAN EA ONLY: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN EXHIBIT B OF THE PROGRAM TERMS.

Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	
Last Name, First Name	
Title	
Date	
End User Authorized Representative Signature	

PRICE QUOTE



QUOTE ID: 488094
 Revision: 2
 CUSTOMER ID: 926086
 QUOTE DATE: 12/06/2019
 QUOTE EXPIRES: 01/31/2020
 PAYMENT TERMS: Net 30 Days
 FOB: Port of Origin

5908 Headquarters Dr.
 Suite 400
 Plano, TX 75024

Project: FW ISD SPK MTG + Calling EA
 (On Premise) Year 1
 Attention: Mcdeny Mojica
 Prepared for: Fort Worth Independent School
 Dist
 100 N University Dr
 Fort Worth, TX
 76107-1360

Sales Person: Rob Corder
 Phone: (815)566-0150
 Email: robcor@cdwg.com
 ISR: Mike Chiesa
 Phone: (248) 223-4533
 Email: mikechi@cdw.com

Line #	Qty	Description	Customer Price	Customer Extended Price
1-1		Contract: Cisco State of Texas DIR #DIR-TSO-4167		
1-2	6000	Cloud Meetings	\$ 10.20	\$ 61,200.00
1-3	6000	EA On-Premise Calling	\$ 79.44	\$ 476,640.00
1-4	25	Flex CC On-Premise UCCX Premium Agent	\$ 496.80	\$ 12,420.00
1-5	1	One-Time Cisco Credit	\$ -209,880.00	\$ -209,880.00
1-6		Billing Frequency: Annual Initial Subscription Term: 60 Months Auto-Renewal: Yes - 12 Months		
1-7		Customer Service Order Form (CSO) and End-User Information Form (EUIF) documents are required to be completed and signed for order to be correctly processed with Cisco.		

Quote Total: \$ 340,380.00

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

**TOPIC: APPROVE RATIFICATION OF FBI FINGERPRINT PROCESSING &
CRIMINAL HISTORY SERVICE**

BACKGROUND:

Fort Worth ISD uses FBI Fingerprint process and criminal history to screen all employees as set forth in Board Policy, DC (local). Using fingerprinting and background screenings helps identify potential criminals; thus, keeping all students, faculty, and staff safe. Fort Worth has used screenings for many years and the Office of Professional Standard needs to purchase the screening tool to be in compliance with the Texas Education Code section 44.03(j). Administration request authorization to make future annual payment to Idemia Identity & Security USA LLC not to exceed \$65K for the period of January 2020 - December 31, 2025 annually.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of FBI fingerprint Processing & Criminal History Service
2. Decline to Approve Ratification of FBI fingerprint Processing & Criminal History Service
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of FBI Fingerprint Processing & Criminal History Service

FUNDING SOURCE

Additional Details

General Fund

199-41-6299-001-750-99-299-000000

COST:

No to Exceed \$65,000.00 annually

VENDOR:

Idemia Identity & Security USA LLC

PURCHASING MECHANISM

Sole Source

This purchase in accordance with the Texas Education Code section 44.03(j) regarding school district purchases available from only one source. The vendor listed above was awarded RFP 405-LES-14-041483 & REP 405-16-P003027 by the TxDPS to provide the Fingerprinting Process and Criminal History Checks throughout Texas, A competed sole source affidavit is attached.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Office of Professional Standards

RATIONALE:

FBI fingerprinting processing and criminal history checks necessary for pre-employment requirements as set forth in Board Policy, DC (local) for all employees.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE PURCHASE OF ARMORED CAR SERVICES

BACKGROUND:

Most recently, the board approved the purchase of these services on July 17, 2018 and there was a subsequent agreement with a provider through August 31, 2021. However, on December 20, 2019, the district received a 30-Day Notice of Cancellation from our current provider. According to the notice, services would cease on January 20, 2020. Fortunately, we have been able to obtain an extension through February 20, 2020. The approval of this purchase will enable us to have uninterrupted services and a new service agreement for the next 3 years. The new agreement will provide daily and weekly collections and secure transfer of funds to our bank for 132 campuses, 2 athletics locations (Farrington Field and Wilkerson Greines) and the administration building.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Armed Courier Service
2. Decline to Approve the Purchase of Armed Courier Service
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Armed Courier Service

FUNDING SOURCE

Additional Details

General Fund	199-41-6299-001-750-99-420-000000 (\$331,795.41)
Food Service Fund	701-35-6299-001-999-99-540-000000 (\$110,598.47)

COST:

\$442,393.88 Not to Exceed Annually

VENDOR:

Brink’s Inc. (Formerly known as Dunbar Armored, 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 Choice Partners purchasing cooperative Contract 18/068MR-03 Armored Car Services. 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 campuses and other District locations

RATIONALE:

Bank deposits are picked up daily and deposited in the District's depository pursuant to the District's Cash Management Strategy.

INFORMATION SOURCE:

David Johnson

Brink's Inc. fka Dunbar Armored, Inc

Contract Category: Armored Car Services

Contract Number: 18/068MR-03

Contract Terms:

Initial Award Date: November 14, 2018

1st Renewal Start Date: November 14, 2019

Current Expiration Date: November 13, 2020

Renewals Remaining: 2

CP Contract Manager:

Michael Robles

mrobles@hcde-texas.org

713-316-4254

Contract Partner: Brink's Inc. fka Dunbar Armored, Inc

Contract Partner Web Site:

<http://www.brinks.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

**CONSENT AGENDA ITEM
BOARD MEETING
JANUARY 28, 2020**

TOPIC: APPROVE CONTRACT WITH THE TARRANT APPRAISAL DISTRICT

BACKGROUND:

The Tarrant Appraisal District is the entity that appraises the real and personal property for tax purposes within the jurisdiction of FWISD. Each taxing unit utilizing the Tarrant Appraisal District is required to pay a portion of TAD’s costs associated with the appraisal of property based upon an allocation formula. Administration requests authorization to make future annual payments to the Tarrant Appraisal District not to exceed \$3M for the period January 1, 2020-December 31, 2025 annually.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract with the Tarrant Appraisal District
2. Decline to Approve Contract with the Tarrant Appraisal District
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract with the Tarrant Appraisal District

FUNDING SOURCE

Additional Details

General Fund

199-99-6213-001-999-99-430-000000

COST:

Not to exceed \$3,000,000 annually

VENDOR:

Tarrant Appraisal District

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. 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

Not Applicable

RATIONALE:

Chapter 6 of the Tax Code requires Fort Worth ISD to pay the Tarrant Appraisal District for their services annually based upon an allocation formula.

INFORMATION SOURCE:

David Johnson



November 19, 2019

Mr. David Johnson
Sr. Officer of Budget
Fort Worth I.S.D.
100 N. University Dr.
Fort Worth, Texas 76107

Dear Mr. Johnson:

The Tarrant Appraisal District has calculated its general budget allocations for the fiscal year which begins January 1, 2020. Section 6.06(e) of the Property Tax Code specifies that quarterly payments shall be made by January 1 of the District's new budget year unless the Chief Appraiser and the governing body of a taxing unit agree upon a different payment interval. We offer your entity the following payment options:

- Annual \$2,617,024.72 Due January 1, 2020
If you choose the annual billing option, this is the only notice/invoice you will receive.
- Quarterly \$654,256.18 Due the 1st day of January, April, July and October 2020
- Monthly \$218,085.39 Due the first day of each month of 2020

Please check your preferred interval of payment option, sign, date, and fax a copy of this letter to Terrisa Stewart at (817) 595-6198, or email her at tstewart@tad.org. We would appreciate receiving your reply by no later than December 9, 2019.

If you do not return a signed election, the District will assume your taxing unit wishes to pay on a quarterly basis. Thank you for your assistance with this.

Sincerely,

Jeff Law
Executive Director/Chief Appraiser

Entity Signature

Date

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE RATIFICATION OF CONTRACT BETWEEN ABILENE CHRISTIAN UNIVERSITY AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

To approve the contract between Abilene Christian University and Fort Worth Independent School District. During the 2019-2020 academic school year, Abilene Christian University's Athletic Training program would like to place a Student Athletic Trainer at Arlington Heights High School who will act as a preceptor/mentor for the program.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Ratification of Contract Between Abilene Christian University and Fort Worth Independent School District
2. Decline to Approve Ratification of Contract Between Abilene Christian University and Fort Worth Independent School District
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Contract Between Abilene Christian University and Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

Not Applicable

COST:

Not Applicable.

VENDOR:

Abilene Christian University

PURCHASING MECHANISM

Agreement between Arlington Heights High School and Abilene Christian University.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights High School

RATIONALE:

This contract will promote the Fort Worth ISD image by collaborating with an accredited university to provide clinical experience to a student in the university's Kinesiology & Nutrition program.

INFORMATION SOURCE:

Cherie Washington

**CLINICAL AGREEMENT
WITH
Abilene Christian University**

This Clinical Affiliation Agreement (the “Agreement”), is entered into by and between Abilene Christian University (“**University**”) of Abilene, Texas and the Fort Worth Independent School District, which has clinical facilities located at Arlington Heights High School (“**Facility**”). University and Facility agree to the following:

PURPOSE

University has a Kinesiology & Nutrition Department (“**Program**”) through which University provides its students academic and clinical experience. University desires for Facility to provide certain students of University with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF UNIVERSITY

University shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified teachers at University to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program which are the same functions as provided all other students at University;
- d) provide a faculty member to be available for consultation while students are at Facility to supervise students participating in the Program. The faculty member will: (i) be currently licensed, if necessary, in the state in which University is located; (ii) be clinically competent; and (iii) carry liability insurance and provide evidence of same to Facility;
- e) instruct students to abide by Facility’s patient care policies and guidelines. Information regarding Facility’s applicable policies and guidelines will be available at the time of student orientation at Facility;
- f) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;

- h) provide information to each student on the Hepatitis B vaccine, its efficacy, safety, method of administration and benefits of being vaccinated and suggest that students be vaccinated for Hepatitis B;
- i) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program. The student shall provide evidence of such testing and the results to Facility upon arriving at Facility;
- j) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and are currently certified in Basic Life Support (“BLS”) cardiopulmonary resuscitation prior to student arriving at Facility and provide evidence of such confirmation to Facility prior to student arriving at Facility and upon request of Facility thereafter;
- k) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- l) provide to Facility at least one month prior to students arriving at Facility a letter outlining the needs of the students, names of students and supervising faculty member, and length and dates of clinical experience;
- m) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of University. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- n) require student to submit a criminal background check using information obtained from www.certifiedbackground.com which searches county, state and national databases. The student will provide a written report of the results or electronic access to the report upon arriving at Facility. At Facility’s request, any student provided to Facility will submit to a more extensive criminal background check (beyond www.certifiedbackground.com services);
- o) confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility;

- p) ensure that each student and University faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of University; and
- q) ensure that any student provided to Facility will submit to a drug test at request of Facility. The University will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill.

2.0 RESPONSIBILITIES OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide equipment and supplies which are necessary for patient treatment at Facility;
- c) provide work space for students at the Facility;
- d) as available, provide suitable clinical experience situations as prescribed by the curriculum provided by University;
- e) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- f) upon request by University, formally evaluate performance of students in the Program using the form provided by University;
- g) retain responsibility for patient care;
- i) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; ~~and~~
- j) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus; and
- k) Provide an orientation of Facility and assigned patient care areas to student.

3.0 RESPONSIBILITIES OF UNIVERSITY AND FACILITY

University and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;

- b) understand there will be no exchange of monies between the University and the Facility for this Program;
- c) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- d) comply with all applicable federal and state laws, rules and regulations.

4.0 TERM AND TERMINATION

This Agreement may be terminated by either party for any, or no reason, upon ninety (90) days written notice to the other party by certified mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: Arlington Heights High School
 4501 W. Freeway
 Fort Worth, TX 76107

With Copies to: Office of Legal Services
 100 N. University Dr. SW172
 Fort Worth, TX 76107

If to University: Abilene Christian University
 ACU Box 28084
 Abilene, TX 79699
 Attn: Sheila Jones

6.0 STATUS OF STUDENTS

University and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage.

7.0 MISCELLANEOUS

7.1 Non-discrimination. University and Facility shall not unlawfully discriminate in their respective performance of this Agreement.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

7.3 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in an appropriate court located in Tarrant County, Texas. The parties agree that Tarrant County is the county in which performance of this Agreement shall take place.

7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.

7.5 No Waiver. No waiver by University or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.

7.6 Confidentiality. University acknowledges that the intent of federal and state privacy laws, is to assure that Confidential Information, will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. University acknowledges that students, faculty and

other University representatives may access Confidential Information during the performance of their function under this Agreement. As such, University represents and warrants that its agents, employees and representatives (collectively hereinafter “Representatives”) will maintain such information as confidential and will not disclose such information to third parties or other Representatives of University, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should University, through its Representatives, for any reason otherwise disclose the information, University will immediately notify Facility. University warrants that it will train all Representatives concerning this provision of the Agreement.

EFFECTIVE the date set forth above. Executed as of the dates below, by and between University and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

FACILITY:

ABILENE CHRISTIAN UNIVERSITY:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____
(Printed)

Title: _____
(Printed)

Date: _____

Date: _____

Exhibit A
STUDENT CONFIDENTIALITY AGREEMENT

I understand that while I am participating in an educational program at _____ facility, I may have access to Confidential Information. Confidential Information is valuable and sensitive and is protected by law and by Facility policy. The intent of federal and state privacy laws and Facility policies is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to accomplish Facility’s mission.

Confidential Information is information about patients, participants of Facility benefit plans and programs, customers, physicians on the medical staff of a Facility hospital, credentialing, peer review, quality review, committee records, personnel records, payroll records, salary and compensation information, logon and password information, employee health information, or information related to operations about Facility that is not generally available to the public. I may learn of or have access to some or all of this Confidential Information orally, through a computer system or through documents.

If I need access to Facility’s computer system I will be assigned a unique logon ID and password, as well as other access control devices such as cards or tokens. I agree that I will keep these logon IDs, passwords, and other access control devices assigned for any purpose secure and confidential. I acknowledge the unique logon ID and password are equivalent to a legal signature. I will be held accountable for any access utilizing my unique logon ID. Access cards and other facility security devices will be kept secure.

Access to Confidential Information is permitted only as authorized and as required for legitimate purposes in the performance of my student role.

I understand that patient information will be available for educational purposes to authorized students enrolled in educational programs affiliated with the Facility for use within the department maintaining those records. Removal of any part of the patient’s medical record or information that identifies a patient is prohibited.

Requests for access for formal research purposes require a waiver from the Facility’s Institutional Review Board. In order to access and compile data for educational studies, I understand I must present a written request and consent of my instructor.

Students are prohibited from removing information that identifies a patient from the Facility.

I understand the above requirements and I agree to abide by these requirements. I understand that my violation of this Agreement may result in my being terminated from my participation in the program at Facility.

Printed Student’s Name

Student’s Signature

Date

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS CHRISTIAN UNIVERSITY FOR CLINICAL INTERNSHIP/FIELD EXPERIENCE

BACKGROUND:

The following Memorandum of Understanding explains collaboration between Texas Christian University College of Education and Fort Worth ISD, with a goal of improving educator preparation and FWISD student achievement. This is essentially a “student/clinical teacher” program that is performance and competency based, where TCU students “student/clinical teach” for a full year. There is no cost associated with this MOU. To that end, the District wishes to engage with Texas Christian University to provide field experiences to clinical teachers (formerly student teachers) at Fort Worth ISD campuses. Our participation in the program is to provide teacher mentors to student/clinical teachers enrolled in Texas Christian University at the request of the student/clinical teacher. The District is not obligated to provide all placements that may be requested.

STRATEGIC GOAL:

1. - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University for Clinical Internship/Field Experience
2. Decline to Approve Ratification of Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University for Clinical Intemship/Field Experience
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and Texas Christian University for Clinical Internship/Field Experience

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not a Purchase

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District mentors assigned to Texas Christian University Teacher Interns (Student Teachers)

RATIONALE:

Approval will allow for placement of a future educator in FWISD schools and assist teacher intern who participates in the Texas Christian University Teacher Certification Program to be mentored by a Fort Worth ISD teacher during field experience.

INFORMATION SOURCE:

Cynthia Rincón

Our Mission: *To develop effective, ethical educators with a passion for learning.*

**FIELD PLACEMENT FOR STUDENT OBSERVER AND/OR STUDENT/CLINICAL TEACHER
PLACEMENT AGREEMENT**

This **Field Placement for Student Observer and/or Student/Clinical Teacher Placement Agreement** ("AGREEMENT") is entered into by **Texas Christian University**, hereinafter referred to as ("**TCU**"), and **Fort Worth Independent School District**, hereinafter referred to as ("**FORT WORTH ISD**") with its central administrative office located in Fort Worth, Texas.

TCU, a private educational institution of higher education, trains student observers and teacher candidates to fulfill their educational missions of the State of Texas at the Bachelor Degree level with intentions to complete the educator preparation program requirements for the Texas Education Agency certification process, and prepares candidates in elementary, middle and secondary school campus settings.

FORT WORTH ISD is a public educational agency, deriving its legal status from the Constitution of the State of Texas and from the Texas Educational Code, whose main purpose is to educate students.

The parties mutually agree to enter into this **Agreement** for the purpose of providing a field placement and/or clinical practice school site for one or more **TCU** students and/or candidates to participate in the educator preparation program at **FORT WORTH ISD** schools. Therefore, and in consideration of their mutual goals and desires, the parties enter in the following **agreement**:

I. **FORT WORTH ISD** agrees to:

- a. Allow **TCU** student observers and/or teacher candidates to observe, teach, and provide hands-on assistance with the classroom teacher's discretion in ethnically, linguistically and socio-economically diverse communities and populations with prior approval of **FORT WORTH ISD** administration or officials.
- b. Designate partner teachers (TEA Certified and no minimum number of years of experience) for student observers.
- c. Designate cooperating / mentor teachers who qualify and are willing to mentor student / clinical teachers. A qualified cooperating / mentor teacher will be in compliance with all applicable national and state accreditation requirements.
- d. Assist **TCU** with assessment and feedback of student observers and teacher candidates.
- e. Promptly notify **TCU** of any student observer or teacher candidate who violates a **FORT WORTH ISD** policy or the Texas Educator Code of Ethics.

II. **TCU** Program agrees to:

- a. Provide oversight of the educator preparation program for **TCU** students and teacher candidates.
- b. Ensure that each student observer and/or teacher candidate pass/es a background check required by **FORT WORTH ISD** before beginning any on-site observations or work at any **FORT WORTH ISD**.
- c. Obtain approval from **FORT WORTH ISD** officials prior to assigning any student observer or teacher candidate to **FORT WORTH ISD**.
- d. Ensure that student observers and teacher candidates comply with **FORT WORTH ISD** policy, and state and federal laws.
- e. Ensure that student observers and teacher candidates understand and comply with the Family Educational Rights and Privacy Act (FERPA) with respect to protected, confidential **FORT WORTH ISD** student information.

- f. Provide clear expectations in a timely manner regarding schedules, assignments, and assessments.
- g. Assign TCU faculty and staff who will support teacher candidates and cooperating/mentor teachers throughout the course of the clinical practice placement.

III. Additional Terms

- a. Nothing herein shall create any association, partnership, joint venture, joint enterprise, or agency relationship between the parties. In providing the foregoing services, the parties shall act as independent contractors.
- b. Nothing contained herein shall be construed as creating the relationship of employer and employee between **FORT WORTH ISD** and **TCU** or between **FORT WORTH ISD**, student observers and/or teacher candidates. Furthermore, employees of **TCU** shall not be deemed as employees of **FORT WORTH ISD**. In carrying out the terms of this **Agreement**, **TCU** and **FORT WORTH ISD** shall select their own employees, and such employees shall be and act under the control of their respective employers and contracts.
- c. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal proceedings regarding this **Agreement** shall be in Tarrant County, Texas.
- d. Each party signing this **Agreement** affirms that it has legal authority to enter into this **Agreement**.
- e. TCU teacher candidates are held to the Code of Ethics and Standard Practices for Texas Educators are printed in the Handbook. Teacher Candidates shall comply with state regulations, written local board policies, and other applicable state and federal laws.
- f. School District will notify TCU of any teacher candidate conduct that violates the policies of the School District of the Code of Ethics and Standard Practices for Texas Educators.

IV. Term of **Agreement**

- a. This **Agreement** shall become effective **January 28, 2020** and shall continue in full force until **January 28, 2023**.

V. Legal Notices

- a. Legal notices required under this **Agreement** shall be mailed to:
Texas Christian University
 c/o Dr. Cynthia Savage, Associate Dean of Undergraduate Studies, College of Education
 TCU Box 297900
 Fort Worth, Texas 76129
- b. Legal notices required under this **Agreement** shall be mailed to:

<u>Fort Worth Independent School District</u>	<u>Delivered to:</u>
Dr. Kent Paredes Scribner, Superintendent	FWISD, Office of Legal Services
100 N. University Drive	100 N. University Drive (Suite 172)
Fort Worth, TX 76107	Fort Worth, TX 76107

<u>Fort Worth Independent School District</u>	<u>Texas Christian University</u>
Name: Cynthia Rincon	Name:
Title: Chief of Human Capital Management	Title:
Signature:	Signature:
Date:	Date:

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

**TOPIC: APPROVE CONTINUE TECHNICAL ASSISTANCE, CYCLE 2
IMPLEMENTATION-FOCUSED ACADEMIC SUPPORTS FOR TEA
PARTNERSHIP GRANT**

BACKGROUND:

Through the 2019-2020 Community Partnership Implementation Grant, the Fort Worth Independent School District (FWISD) will contract technical service provider TNTP to support the Cycle 2 Implementation of innovative school and community partnerships. The grant will continue to provide support and technical assistance to schools and community partnerships for wrap-around and holistic services for students in the 76119-zip code area. TNTP is selected from a state approved technical assistance providers list to implement innovative and educationally sound ideas that contribute to the achievement and well-being of students in Pre-K. This collaborative approach will assist the targeted campuses to serve as exemplars for community collaboration and high-quality early learning experiences in and out of school, proving what is possible in ensuring all students are ready for kindergarten. Additional funds were awarded by the Texas Education Agency to extend the current program.

STRATEGIC GOAL:

- 1 – Increase Student Achievement**
- 3 – Enhance Family and Community Engagement**

ALTERNATIVES:

1. Approve Continue Technical Assistance, Cycle 2 Implementation-Focused Academic Supports for TEA Partnership Grant
2. Decline to Continue Technical Assistance, Cycle 2 Implementation-Focused Academic Supports for TEA Partnership Grant
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Continue Technical Assistance, Cycle 2 Implementation-Focused Academic Supports for TEA Partnership Grant

FUNDING SOURCE

Additional Details

Special Funding

404-61-6299-001-999-32-143-000000-20230

COST:

\$65,760

VENDOR:

The New Teacher Project (TNTP)

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

Early Learning
Harlean Beal ES
AM Pate ES
Clifford Davis ES
Sunrise McMillian ES
CC Moss ES

RATIONALE:

The Community Partnership Implementation grant is designed to implement a comprehensive support program that will improve early childhood educational outcomes in low-income communities. Through partnerships created through this grant, the number of student's kindergarten ready will increase by leveraging academic, community, and governmental support. Expected outcomes include a 10% increase in the capacity of new or existing high-quality programs made available, a 10% increase in the number of 3 and 4-year-old children accessing high-quality Pre-K programs, and at least 75% of participating students who are kinder-ready, compared to peers by May 2020. Performance tasks include data-driven performance management, messaging and branding, sustainability planning and launching performance management routines.

INFORMATION SOURCE:

Jerry Moore



Fort Worth ISD – TEA Community Partnerships Grant

Proposal for Continued Technical Assistance, Cycle 2 Implementation – Focused Academic Supports

October 2019

Document and Project Overview

This document provides a high-level overview of TNTP's proposed support to Fort Worth ISD as an approved technical assistance provider for the TEA Community Partnerships Grant. This proposal describes key activities that could take place in support of the continuation of the grant for cycle 2 implementation and the associated costs.

Scope of Work

In this extension of our current work, TNTP proposes supporting Fort Worth ISD to sustain their efforts by offering aligned and focused Early Learning supports for teachers and leaders, while supporting the ongoing facilitation of strong performance management routines.

To achieve the desired student level outcomes and improved kinder readiness among 76119 students, school principals, center directors, and teachers will need aligned supports to make demonstrable gains. For the vision articulated for 76119 to be realized, it will also be critical for the district to monitor real-time progress and adjust strategy and resources as needed as identified through performance management tools and structures. TNTP will serve as a comprehensive thought partner for aligned academic supports to increase early learning instructional capacity and light touch advisement on performance management during the second cycle of the implementation phase of the community partnership initiative.

Methodology

TNTP will collaborate with the Early Learning department to provide academic supports through vision setting and providing early learning leaders aligned support and coaching 76119. TNTP will also provide ongoing, light touch meeting and performance management, which will include supporting the Project Manager in assessing performance management routines' effectiveness of monitoring the progress of the grant, accountability techniques, and fulfilling required vendor obligations to TEA.

- **Early Learning Focused Leadership Supports (December – May)**
 - Provide thought partnership to Early Learning Executive Director and Tarleton University as they set a vision and scope & sequence for leader PLC meetings
 - Provide ongoing support and coaching to leaders aligned to monthly PLCs and training content; build skills and offer feedback related to early learning. Specifically:
 - At least one in-person touchpoint for each 76119 leader in between PLC sessions, starting in January, with supplemental virtual touchpoints
- **Performance Management and Grant Management Supports (January – August)**
 - Thought partner with FWISD project manager on accountability measures and techniques
 - Support FWISD Project Manager in evaluating effectiveness of performance management routines, tools, and structures
 - Collaborate with FWISD Grants Compliance and Monitoring to report on required data metrics to TEA (per TEA)
 - Maintain systems to track fidelity of implementation (per TEA)
 - Submit required quarterly reports in December, March, July and August (per TEA)
 - Attend vendor conferences as necessary (per TEA)



- **Meeting facilitation and coordination**, including the participation of over 250 SDMCs in each design cycle. TNTP also facilitated 11 meetings over eight months with the DAC to inform them of their role in the design process, provide them with summary data on SDMC recommendations and key background information and best practices in teacher evaluation, and prepare them to make decisions which resulted in the final recommendations presented to the Board of Education.
- **Data collection and analysis of SDMC recommendations.** TNTP collected and analyzed recommendations from each SDMC over the course of four feedback cycles. TNTP developed data summaries and identified top trends and sentiments across SDMCs to share with the DAC and posted the findings online to keep all HISD community members informed on the design process.
- **Development and dissemination of strategic communications.** To ensure stakeholders were well-informed throughout the design process and could provide feedback on the proposed recommendations, TNTP designed and launched a standalone website which served as a key portal to engage thousands of stakeholders throughout the past school year in the design process for the new appraisal and development system. In addition, with TNTP's support, HISD sent biweekly email communications to over 12,000 teachers, 300 principals, and additional community members. TNTP also responded to over 1,000 discrete email questions and requests received on-line.

Dual County Public Schools (FL). Since 2013, TNTP has partnered with Duval County Public Schools in Florida. Following the completion of a comprehensive diagnostic, we worked with the Superintendent and his team to identify two clear priority areas for the district:

- Build the capacity of principals so that they are well positioned to be strong instructional leaders, talent managers and culture builders; and
- Improve the quality of instructional materials so that teachers are drawing on excellent academic resources that are aligned to the more rigorous Florida Standards.

We have worked with the district to develop a vision for excellent instruction, reboot principal professional development to focus on instruction, create a multi-year curriculum strategy and engage and train stakeholders on standards-aligned tools. Additionally, we have conducted side-by-side school visits with principal managers to help them track progress toward their plans and supported the district with the implementation of new curricular materials. The district is beginning to see promising increases in student achievement as a result of these efforts, improving its ranking among a set of peer districts (called the "Big 7") on three out of six state assessments.

We have deep experience supporting states and districts to implement high quality early learning efforts.

In addition to our work in Texas, TNTP has worked closely with several different partners over the years to support the development of strong early childhood education programs.

For example, in the state of Nevada, TNTP is working to develop the instructional and leadership capacity of ECE center leaders across the state. TNTP has partnered with the Nevada State Department of Education's Office of Early Learning and Development to implement a leadership series designed to support early childhood center leaders in becoming more effective instructional leaders in their centers and improve their ability to develop their teachers. Each year, a cohort of 30 center leaders participates in our professional development leadership series that includes trainings in teacher coaching, assessment, and development. The leadership series is focused on building leadership and coaching skills as well as building knowledge and skills in effective early childhood language and literacy practices.

In Lorain, Ohio, TNTP is supporting the development of a shared vision for excellence in Lorain's Pre-K classrooms that prepares students for kindergarten and meets the demands of Ohio's ECE standards. TNTP is advising on expansion and reorganization efforts for Pre-K classrooms across the district with an eye towards universal Pre-K. With this goal in mind, TNTP is also supporting a communications and engagement plan for families and the broader community.



Cost of Services

TNTP bases its costs on three major factors: staff time, travel and central supports. Based on the scope outlined above, we estimate the combined budget for the proposed work from December to August is **\$65,760**.

Program Staff

Work with Fort Worth ISD will be overseen by TNTP Vice President, Michelle Mercado. Partner Tim Hise will lead the work and manage a site-specific team based on the structure of the partnership. The site-specific team will include the following:

- *Michelle Mercado, Vice President:* The Vice President will oversee a diverse portfolio of client work. The Vice-President will serve as a strategic support to the Partner.
- *Tim Hise, Partner:* The Partner will oversee the overall vision as well as all streams of work for the project, ensuring outlined goals and objectives are met with efficiency.
- *Leadership Coach:* The leadership coach will work directly with early learning leaders to provide ongoing, aligned coaching to build capacity to lead high-quality early learning programs.
- *Ginny Johnson, Senior Manager:* As a senior leader of the scope of work, the Senior Manager will manage and execute the strategy and is responsible for the team's delivery of results as well as innovative solutions and achievement of goals.

Program Expenses

We have budgeted for travel expenses for our team to facilitate on-the-ground observation and coaching as well as in-person meetings as necessary. This also includes travel to attend required TEA conferences.



TNTP Project Budget	
	Total
Program Staff	\$49,584
Program Expenses	\$16,176
Price for Client	\$65,760
<i>True Cost to TNTP</i>	<i>\$79,044</i>
<i>TNTP Subsidy</i>	<i>\$13,284</i>

Examples of Similar Work

Houston Independent School District (TX). In 2011, TNTP provided strategic planning and implementation support to develop and launch a new teacher appraisal and development system for all teachers in the Houston Independent School District. TNTP's efforts were first directed towards the design and Board approval of the new system and offered critical support as HISD launched an unprecedented grassroots effort to develop a new teacher appraisal and development system. Over the course of nine months, the design process engaged every campus' School-based Decision-Making Committee (SDMC), along with the District Advisory Committee (DAC) and thousands of HISD teachers, administrators and community members to identify the new criteria and processes by which to assess teacher performance. The resulting teacher appraisal and development system was approved by HISD's Board of Trustees in the spring of 2011 with significant design elements coming as a direct result of community feedback. Stakeholder engagement activities included:

Consultant Service Contract

1/8/2020-8/31/2020

Consultant: The New Teacher Project (TNTP)

1.C.1 Measures:

Measures	Timeline	Success Criteria
Number of 3 and 4 year old children accessing high quality programs at participating schools	January 2020 – August 2020	10% increase of 3 and 4 year old children enrolled in high quality programs at participating schools and early learning centers
An increase of capacity of new or existing high quality programs made available	January 2020 – August 2020	10% increase in CLASS scores from BOY to EOY of participating classrooms in schools and centers
Number of participating students who are kinder ready, compared to their peers	January 2020 – August 2020	10% increase of participating students who are kinder ready, compared to their peers

1.C.2. Analysis of student outcome in relation to the program cost

\$65,760 for 5 schools (AM Pate ES, Clifford Davis ES, Harlean Beal ES, Sunrise ES, CC Moss ES) and 4 Early Learning Centers (Lisa’s Little Angels, Kids Rainbow, Sunrise Learning Center, Polly Wog).

**AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE RATIFICATION OF THE DUAL INSTRUCTION AGREEMENT BETWEEN AVIATION INSTITUTE OF MAINTENANCE AND FORT WORTH ISD

BACKGROUND:

Aviation Maintenance students at Dunbar High School receive high school credit for the four-year sequence of courses at the high school campus. The opportunity to partner with the Aviation Institute of Maintenance (AIM) provides students a dual enrollment opportunity in which they earn both high school credit as well as post-graduation credit towards their Airframe and Powerplant license coursework.

As students complete FAA coursework and pass the final exams for each block, they will receive credit on their AIM transcript. Rising ninth grades will be able to complete up to four of the six required blocks for the General coursework required for an A&P license. Upon graduating high school, students will be able to sit for a credit-by-exam at AIM for each block they completed in high school, reducing the number of hours and cost associated with enrolling in an A&P program. Additionally, students can transfer their credits from AIM to any other aviation maintenance school, empowering them to make the best educational decision for themselves.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification Dual Instruction Agreement Between Aviation Institute of Maintenance and Fort Worth ISD
2. Decline to Approve Ratification Dual Instruction Agreement Between Aviation Institute of Maintenance and Fort Worth ISD
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Dual Instruction Agreement Between Aviation Institute of Maintenance and Fort Worth ISD

FUNDING SOURCE

Additional Details

No Cost

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

Paul Laurence Dunbar High School
Career and Technical Education

RATIONALE:

The memorandum of understanding will allow more students to gain post-graduation credit towards their career field licensure. This program will allow students to prepare for college and career opportunities in the field.

INFORMATION SOURCE:

Jerry Moore

Dual Instruction Agreement
Between
Aviation Institute of Maintenance (AIM)
And Fort Worth Independent School District

Aviation Institute of Maintenance (AIM) agrees to provide the college's approved FAA General Aviation courses by articulation to Dunbar High School Aviation Academy (DHS) students under the guidance and requirements of the AIM's Air Agency Number U5DT571K. Dunbar is a campus of the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas ("Fort Worth ISD"). The General curriculum covered under this agreement pertains to Blocks 1 thru 4 of the AIM's Aviation Maintenance Technician program for a total of 480 Clock Hours and 18.5 Credit Hours. Within this program, DHS students will take the first two courses within their junior year of high school and the second two courses within their senior year. Attached as Exhibit 1.1 is an outline of the scheduling matrix for these courses in line with DHS academic calendar. The courses taught within the program include:

Aviation General Science I: Mathematics and General Physics, 5.0 Credits

An introduction to aircraft types, nomenclature, and basic aerodynamics. This course addresses algebraic operations, fractions, exponents, roots, and geometric analysis as applicable to aircraft design, power plant operations, and aeronautical physics. Basic principles of physics for mechanics such as simple machines, heat dynamics, fluid and gas laws, work and power, and air pressure are covered. The basic principles of aircraft weight and balance are presented along with the process required to locate weight and balance information safely weighs an aircraft and compute the center of gravity in various configurations.

Aviation General Science II: Tools, Surfaces, and Corrosion Control, 4.5 Credits

A study into the charts, diagrams, and text, which show the area dimensions, stations, access doors, zoning and physical locations of the major structural members of the aircraft. This course includes an explanation on the system of zoning and measurements used. An introduction to the tools, hardware and materials used in aircraft maintenance and repair, to include proper handling and inspection thereof and practical application of the various types of nondestructive testing of metals are covered. A study of various types of corrosion cause and corrective measures used to control corrosion of different types of metals in aircraft construction is completed.

Aviation General Science III: Maintenance Forms and Records, 5.0 Credits

The student is introduced to the use of technical literature, FAA publications, forms and records, microfiche, and Federal Aviation Regulations regarding maintenance personnel. This course provides an introduction to the types of rigid and flexible lines and fittings used to convey fluids in aircraft systems, their installation, inspection and maintenance. This also includes a presentation illustrating aircraft services procedures; ground handling of aircraft and safety procedures. An introduction to the types of powerplants used on aircraft, the nomenclature associated with these powerplants, their major components and operating cycles will be covered. Reciprocating, turbine and inducted fan type engines will be discussed.

Aviation General Science IV: Basic Electricity, 4.5 Credits

This course offers an introduction to electrical theory and operation. Students learn to calculate and measure voltage, current, and resistance; build and analyze simple circuits, and use electrical schematics. It also includes instruction in Alternating Current Electricity, its theory, operation, associated components as well as basic electronics theory and solid-state devices.

School Responsibilities

The following criteria must be met for AIM to extend its Air Agency Number U5DT571K, and General Curriculum resources to meet the requirements of the FAA Part 147 General curriculum to DHS' participating students:

1. AIM and DHS must adhere to the AIM's *Operations Manual* as it pertains to the integrity, delivery of content, and guidance of the curriculum.

2. General Curriculum Instructors must be Airframe and Powerplant certificated with a minimum of three years' field experience. The DHS General Curriculum Instructors must be approved as qualified instructors and documented on AIM's Instructor Roster.
3. DHS must supply AIM with copies of faculty members qualifications to teach under approved curriculum.
4. AIM and DHS facilities and equipment must be approved by the AIM and the FAA.
5. AIM will provide and oversee the content of all courses within the program to assure that courses meet the standards required by the FAA, and that courses are transferable into the AIM program.
6. DHS must comply with routine audits of the School's Instructor and General curriculum program delivery by AIM and/or the FAA to ensure compliance as required under AIM's Air Agency Number U5DT571K.
7. DHS and AIM must provide students the opportunity to make up any missed hours, materials, and projects of the General curriculum in order to receive credit through scheduled make up hours.
8. Though students within the program have no obligation to enroll in AIM after high school graduation, each of these courses completed with a 2.0 or greater will be eligible for transfer for students who later decide to enroll at AIM.
9. It is the requirement of DHS approved faculty member to communicate to both DHS and AIM of scheduled and non-scheduled absences. This is necessary to ensure students make up missed material under the oversight of a licensed A&P instructor for record keeping purposes.
10. In the event of advanced notice AIM will work with DHS to supply a qualified instructor to cover articulated courses in the absence of DHS's approved faculty member.

Student Responsibilities

The following criteria must be met for AIM, under the auspicious usage of Air Agency Number U5DT571K, to provide credit towards AIM's Aviation Maintenance Technician program.

1. Students must complete all required hours, material, and projects of General curriculum to receive credit.
2. Student must make up all missed hours, materials, and projects within the general curriculum to earn credit.
3. Students must have graduated high school with an overall cumulative grade point average of 2.0 in order to enroll in AIM.
4. Students must meet all admissions criteria of AIM in order to be accepted for enrollment.
5. Students must provide a high school transcript to AIM at the time of application to have transfer credits accepted in to the AIM program.

Grading Requirements

The following criteria must be met in order for AIM, under the auspicious usage of Air Agency Number U5DT571K, to provide credit towards AIM's Aviation Maintenance Technician program,

1. Fort Worth ISD can adhere to Fort Worth ISD's grading policy for the purposes of Fort Worth ISD policies.
2. For students to gain transferrable credit into AIM's programs the student must adhere to the grading policies as outlined in AIM's Operational Manuel. If students fail to earn credit for a course under AIM's grading policies, the student will not be eligible for transferrable credit under this agreement.
 - a. Under AIM's grading policies students are eligible for one retake of final exams if student earned a grade below a 70. DHS must provide students the opportunity for the exam retake. The highest grade eligible to be earned on a re-take is a 70%.

Term of Agreement

This initial term of this agreement will begin on August 1, 2019 and continue for a term of 3 consecutive school years. Both AIM and Ft Worth ISD agree to a continued auto- renewal process once the initial 3 school years are met. The agreement will therefore continue in an ongoing manner until terminable by either entity. Students participating under this agreement are eligible to finish any course in which they are enrolled for credit under DHS policies. For the student to gain credit under AIM's Air Agency number the student must meet identified requirements as provided in this agreement and AIM's Operational Manual. The term may be extended for future terms upon mutual agreement of both parties, assuming a mutually-agreeable cost share program is enacted as referenced in the section titled "Initial Term and Subsequent Term Costs" below. Either parties may terminate this

Agreement, at any time, upon thirty (30) days' written notification.

Initial Term and Subsequent Term Costs

The initial term of this program will carry no costs to DHS or the students within the initial cohort. Students enrolled within the first term will take courses within their 11th and 12th grade years with no costs to the school system or to the students. Over the course of the first term of this program, both institutions will evaluate the actual costs for its instruction, equipment use, consumable materials, and other costs, and establish whether a cost share with DHS and/or its students is appropriate for further enhancements of the program. It is assumed that future terms into which this agreement is extended may carry a cost to DHS and/or its students, commensurate to the costs of operating the program, and any costs will be mutually agreed upon in writing by the two institutions prior to any costs being incurred, so that the program can be sustainable for future years. If a mutual agreement cannot be established, either Party may terminate this Agreement as indicated in the section above "Term of the Agreement".

Assignment

The parties agree that they may not transfer or assign their interest in this Agreement without the prior written consent of the other party. The parties understand and agree that in the event that all or substantially all of their assets are acquired by another entity, that they or their successor in interest will remain obligated to fulfill the terms and conditions of this Agreement.

Notice

All notices given pursuant to this Agreement shall be in writing and shall either be mailed first class mail, postage prepaid, registered or certified with return receipt requested or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addressees of the Parties (400 E. Airport Freeway Irving, TX 75062 and 100 N. University Drive Fort Worth, TX 76107) shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days' notice to the other Parties in the manner set forth above.

Signature Authority

The persons signing and executing the Agreement on behalf of AIM and Fort Worth ISD, or representing themselves as signing and executing the Agreement on behalf of AIM and Fort Worth ISD, do hereby warrant and guarantee that they have been duly authorized by the party on behalf of which they sign to execute the Agreement on behalf of such party and to validly and legally bind such party to all terms, performance and provisions herein set forth. The Agreement will be governed by, enforced, and interpreted under the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

Certifications


Pursuant to 2017 House Bill 89, AIM does not boycott Israel, and will not boycott Israel during the terms of any agreement between AIM and Fort Worth ISD. Pursuant to 2017 Senate Bill 252, AIM is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If AIM misrepresents its inclusion on the Comptroller's list, such omission or misrepresentation will void any or all agreements then currently in effect between AIM and Fort Worth ISD.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT and
DUNBAR HIGH SCHOOL AVIATION ACADEMY**

By: _____ Printed Name: _____
Signature

Title: _____ Date Signed: _____

AVIATION INSTITUTE OF MAINTENANCE

By:  Printed Name: Christopher P. Coley
Signature

Title: Campus Executive Director Date Signed: 12/14/2019

**CONSENT AGENDA ITEM
BOARD MEETING
JANUARY 28, 2020**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
DECEMBER 31, 2019**

BACKGROUND:

The 2019-2020 Consolidated General Fund Budget was initially adopted on June 25, 2019 and last amended through the period ended November 30, 2019. During the month of December 2019, requests were made by Campuses and Departments to transfer funds between functions for the Consolidated General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations.

Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended December 31, 2019
2. Decline to Approve Budget Amendment for the Period Ended December 31, 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended December 31, 2019

FUNDING SOURCE

Additional Details

General Fund

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

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision comply with legal requirements.

INFORMATION SOURCE:

David Johnson

**Consolidated General Fund
Budget Amendments 2019-2020
For The Period Ended December 31, 2019**

	Consolidated General Fund 2019-2020 Amended Budget 11/30/2019	Adjustments	Consolidated General Fund 2019-2020 Amended Budget 12/31/2019
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$386,356,807	\$0	\$386,356,807
5800 State Revenue	395,378,408	\$0	395,378,408
5900 Federal Revenue	12,325,000	\$0	12,325,000
7900 Other Sources	3,500,000	\$0	3,500,000
Total Revenue & Other Sources	\$797,560,215	\$0	\$797,560,215
<u>EXPENDITURES</u>			
11 Instruction	\$491,625,356	(\$116,813)	\$491,508,543
12 Instruction Resources and Media Services	\$11,771,100	(\$1,426)	\$11,769,674
13 Curriculum and Instructional Staff Development	\$12,313,198	(\$9,018)	\$12,304,180
21 Instructional Administration	\$15,927,758	\$136,922	\$16,064,680
23 School Administration	\$50,916,628	\$48,238	\$50,964,866
31 Guidance and Counseling Services	\$50,584,429	(\$5,501)	\$50,578,928
32 Social Work Services	\$6,931,618	(\$2,500)	\$6,929,118
33 Health Services	\$10,547,820	\$15,709	\$10,563,529
34 Student Transportation	\$21,119,326	\$0	\$21,119,326
35 Food Services	\$261,239	\$6,910	\$268,149
36 Cocurricular/Extracurricular Activities	\$15,334,114	\$17,222	\$15,351,336
41 General Administration	\$20,762,588	(\$2,000)	\$20,760,588
51 Plant Maintenance and Operations	\$84,774,835	(\$1,428,483)	\$83,346,352
52 Security and Monitoring Services	\$12,396,091	\$4,242	\$12,400,333
53 Data Processing Services	\$16,801,462	\$53,543	\$16,855,005
61 Community Services	\$6,123,077	(\$8,022)	\$6,115,055
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$14,444,374	\$1,289,572	\$15,733,946
95 Payments to Juvenile Justice Alt Ed Program	\$169,692	\$0	\$169,692
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,720,000	\$1,405	\$2,721,405
Total Budgeted Expenditures	\$845,524,705	\$0	\$845,524,705
Total Deficit	(\$47,964,490)	\$0	(\$47,964,490)
Beginning Fund Balance (Audited)	202,295,371		202,295,371
Fund Balance-Ending (Unaudited)	\$154,330,881		\$154,330,881

	December 31, 2019 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900		0	0	
	Total	0	0	0
Function	Expenses			
11	Fund 198 transfer to function 81 to fund playground equipment for several elementary campuses	102,497		
	Fund 199 transfer from function 11 to correct functions for summer school pyrl		61,600	
	Fund 199 transfer to function 36 to fund extra curricular parent travel		20,000	
	Fund 199 transfer to function 33 for Sped decentralized funds		10,950	
	Fund 199 transfer to function 21 to correct gifted and talented program intent 21 to prog intent 11 or 99 for compliance		126,474	
	Campus/Dept. normal course of District operations		286	
	Overall effect on Function 11	102,497	219,310	(116,813)
12	Campus/Dept. normal course of District operations		1,426	
	Overall effect on Function 12	0	1,426	(1,426)
13	Campus/Dept. normal course of District operations		9,018	
		0	9,018	(9,018)
21	Fund 199 transfer from function 11 to correct gifted and talented program intent 21 to prog intent 11 or 99 for compliance	137,705		
	Campus/Dept. normal course of District operations		783	
	Overall effect on Function 21	137,705	783	136,922
23	Fund 199 transfer from function 11 to correct functions for summer school pyrl	48,625		
	Campus/Dept. normal course of District operations		387	
	Overall effect on Function 23	48,625	387	48,238
31	Campus/Dept. normal course of District operations		5,501	
	Overall effect on Function 31	0	5,501	(5,501)
32	Campus/Dept. normal course of District operations		2,500	
	Overall effect on Function 32	0	2,500	(2,500)
33	Fund 199 transfer from function 11 for Sped decentralized funds	10,950		
	Campus/Dept. normal course of District operations	4,759		
	Overall effect on Function 33	15,709	0	15,709
35	Campus/Dept. normal course of District operations	6,910		
	Overall effect on Function 35	6,910	0	6,910
36	Fund 199 transfer from function 11 to fund extra curricular parent	20,000		
	Campus/Dept. normal course of District operations		2,778	
	Overall effect on Function 36	20,000	2,778	17,222
41	Campus/Dept. normal course of District operations		2,000	
	Overall effect on Function 41	0	2,000	(2,000)
51	Fund 198 transfer to function 81 to fund playground equipment for several elementary campuses		1,599,069	
	Fund 199 transfer from function 81 for additional maintenance supplies and materials for campus repairs	200,000		
	Fund 199 transfer to function 53 to fund Safe Schools software		34,945	
	Campus/Dept. normal course of District operations	5,531		
	Overall effect on Function 51	205,531	1,634,014	(1,428,483)
52	Campus/Dept. normal course of District operations	4,242		
	Overall effect on Function 52	4,242	0	4,242
53	Fund 199 transfer from function 51 to fund Safe Schools software	54,945		
	Campus/Dept. normal course of District operations		1,402	
	Overall effect on Function 53	54,945	1,402	53,543

	December 31, 2019 Budget Amendment	Increase	Decrease	Net Effect
61	Campus/Dept. normal course of District operations		8,022	
	Overall effect on Function 61	0	8,022	(8,022)
81	Fund 199 transfer to function 51 for additional maintenance supplies and materials for campus repairs		200,000	
	Fund 198 transfer from function 51 to fund playground equipment for several elementary campuses	1,496,572		
	Campus/Dept. normal course of District operations		7,000	
	Overall effect on Function 81	1,496,572	207,000	1,289,572
99	Campus/Dept. normal course of District operations	1,405	0	
	Overall effect on Function 99	1,405	0	1,405
	Total	2,094,141	2,094,141	0

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE TIME FOR EARLY DEPARTURE ON JANUARY 10, 2020

BACKGROUND:

Due to inclement weather conditions, an announcement was made at 4:30 p.m. Friday, January 10, 2020, in the Administration Building allowing employees to depart for the day. To ensure employees are not docked for up to 30 minutes due to the approved early departure, the FWISD Board of Education will approve:

- Employees who left early from the Administration Building on January 10, 2020, will be granted a maximum of 30 minutes on their timecards for the week of 01/04-10/2020.
- The time granted should not allow the employee to exceed 40 hours for the week of 01/04-10/2020.
- If an employee still does not have 40 hours for the week of 01/04-10/2020 after 30 minutes is added due to early departure, a dock for the time less than 40 hours should be applied to his/her timecard for the week. The dock would be applied as it is for any other week.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Time for Early Departure on January 10, 2020
2. Decline to Approve Time for Early Departure on January 10, 2020
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Time for Early Departure on January 10, 2020

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

Fort Worth ISD Administration Building

RATIONALE:

Approving this item will ensure employees' work time is applied accurately for the week of January 4-10, 2020.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
JANUARY 28, 2020**

TOPIC: APPROVE AMENDMENT TO THE DEBT SERVICE BUDGET

BACKGROUND:

The 2019-2020 Debt Service Budget was initially adopted on June 25, 2019 and was last amended through the period ended September 30, 2019. Final data from the District's Financial Advisors requires an additional amendment to reflect the total amount needed to pay debt early on the 2010 bonds in the amount of \$180,000 as part of the Resolution approved by the Board in the August 27 Meeting.

Once the amendment has Board approval, it will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Amendment to the Debt Service Budget
2. Decline to Approve Amendment to the Debt Service Budget
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Amendment to the Debt Service Budget

FUNDING SOURCE

Not Applicable

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

David Johnson

Debt Service Fund 599
2019-2020
Budget Amendment
For The Period Ended December 31, 2019

	Debt Service Fund 599 2019-2020 Amended Budget 9/30/2019	Adjustments	Debt Service Fund 599 2019-2020 Amended Budget 12/31/2019
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$112,742,733		\$112,742,733
5800 State Revenue	1,628,293		1,628,293
5900 Federal Revenue	0		0
7900 Other Sources	66,416,001		66,416,001
Total Revenue & Other Sources	\$180,787,027	0	\$180,787,027
<u>EXPENDITURES</u>			
71 Debt Service	\$112,645,600	\$180,000	\$112,825,600
97 Tax Increment Financing	\$0	\$0	\$0
Total Budgeted Expenditures	\$112,645,600	\$180,000	\$112,825,600
8900 Other Uses	\$0	\$66,799,548	\$66,799,548
Subtotal Budgeted Expenditures and Other Uses	\$112,645,600	\$66,979,548	\$179,625,148
Excess (Deficiency)	\$68,141,427	(\$66,979,548)	\$1,161,879
Beginning Fund Balance (Unaudited)	49,015,639		49,015,639
Fund Balance-Ending (Unaudited)	\$117,157,066	(\$66,979,548)	\$50,177,518

**CONSENT AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE THE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR OVERTON PARK ELEMENTARY SCHOOL JOB #229-131 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 the new Overton Park Elementary School (Job #229-131) on January 22, 2019.

The CIP Department is in the process of finalizing the quote for this purchase. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the new school in an amount not to exceed \$1,494,350.00.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Overton Park Elementary School Job #229-131 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Purchase Of Furniture, Fixtures & Equipment (FF&E) for Overton Park Elementary School Job #229-131 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Overton Park Elementary School Job #229-131 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

CIP 2017

Additional Details

671-81-XXXX-B43-229-99-000-229131

COST:

Not to Exceed \$1,494,350.00

VENDOR:

MeTEOR Education, LLC - 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 #229 Overton Park Elementary School

RATIONALE:

The purchase of FF&E is necessary for the opening of the new Overton Park Elementary School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE THE CLOSEOUT OF THE CONTRACT WITH RLM EARTHCO FOR JOB #008-011 (CSP #19-036) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On December 11, 2018, 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. 008-011 (CSP #19-036). This Bid Package included improvements to the existing baseball and softball fields and a new practice field for soccer for TEA #008 North Side High School. The project was substantially completed on September 18, 2019, as inspected by the A/E firm, WRA Architects. RLM Earthco has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor.

The Final Payment to RLM Earthco will be \$29,295.54.

Original Contract Amount:	\$612,970.00	Original Substantial Completion Date:	August 1, 2019
Final Deductive Change Order:	(\$27,059.09)	Substantial Completion Date Increased:	33 Days
Final Contract Amount:	\$585,910.91	Final Substantial Completion Date:	September 18, 2019
Previously Paid:	\$556,615.37		
Final Retainage Payment Due:	\$29,295.54		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Closeout of the Contract With RLM Earthco For Job #008-011 (CSP #19-036) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Closeout of the Contract with RLM Earthco for Job #008-011 (CSP #19-036) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Closeout of the Contract With RLM Earthco For Job #008-011 (CSP #19-036) 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:

\$29,295.54

VENDOR:

RLM Earthco

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #008 North Side High School

RATIONALE:

RLM Earthco has completed all work as required per the terms of their construction contract. The work has been inspected by WRA 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

**AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE THE CLOSEOUT OF THE CONTRACT WITH MORALES CONSTRUCTION SERVICES, INC. FOR JOB #009-011 (CSP #19-037) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 9, 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. 009-011 (CSP #19-037). This Bid Package included athletic improvements to the existing baseball and softball fields, including a new drainage system, irrigation system, and sod for TEA #009 Polytechnic High School. The project was substantially completed on September 4, 2019, as inspected by the A/E firm, BRW Architects. Morales Construction Services, Inc. has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor.

The Final Payment to Morales Construction Services, Inc. will be \$35,552.76.

Original Contract Amount:	\$729,420.00	Original Substantial Completion Date:	November 1, 2019
Final Deductive Change Order:	(\$18,364.80)	Substantial Completion Date Increased:	(42) Days
Final Contract Amount:	\$711,055.20	Final Substantial Completion Date:	September 4, 2019
Previously Paid:	\$675,502.41		
Final Retainage Payment Due:	\$35,552.76		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Closeout of the Contract with Morales Construction Services, Inc. for Job #009-011 (CSP #19-037) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Closeout of the Contract with Morales Construction Services, Inc. for Job #009-011 (CSP #19-037) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Closeout of the Contract with Morales Construction Services, Inc. for Job #009-011 (CSP #19-037) 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:

\$35,552.76

VENDOR:

Morales Construction Services, Inc.

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #009 Polytechnic High School

RATIONALE:

Morales Construction Services, Inc. has completed all work as required per the terms of their construction contract. The work has been inspected by BRW 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

**ACTION AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE CREATION OF FORT WORTH ISD SAFETY AND SECURITY COMMITTEE

BACKGROUND:

Senate Bill 11 of the 86th Texas Legislative session amended, in part, Section 37.109 of the Texas Education Code [TEC] to require that each school district form a School Safety and Security Committee. S.B. 11 seeks to revise and expand the duties of school districts regarding all hazard emergency operations plans and other school safety measures.

The Safety and Security Committee is tasked by TEC Section 37.109 to participate on behalf of the district in the development and implementation of emergency plans consistent with the district's All Hazard Emergency Operations Plans [EOP] to ensure that the plans reflect specific campus, facility, and district needs.

The role of the committee in the Fort Worth ISD is to:

- a. provide recommendations for revisions of the district's All Hazard Emergency Operations Plan;
- b. review the district's triennial safety and security audit and provide the district with any required information;
- c. ensure required safety reports are accurate and complete; and
- d. consult with local law enforcement on methods to increase police presence near district campuses.

Specific members of the committee, to the greatest extent practicable, must include:

- a. the district superintendent;
- b. the president of the board of trustees plus one additional member;
- c. one or more representatives of the emergency management office of the city or county;
- d. one or more representatives of the local police department or sheriff's office;
- e. one or more designees of the superintendent, one of whom must be a classroom teacher;
- f. two parents or guardians of students enrolled in the district.

The committee must meet a minimum of three times a year (once in the fall semester, once in the spring semester and once in the summer). The committee is subject to Chapter 551 of the Texas Government Code (Open Meetings) and may meet in executive session as provided by that chapter. Notice of a committee meeting must be posted in the same manner as notice of a meeting of the district's board of trustees.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Creation of a Fort Worth ISD Safety and Security Committee
2. Decline to Approve Creation of a Fort Worth ISD Safety and Security Committee
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Creation of a Fort Worth ISD Safety and Security Committee

FUNDING SOURCE

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Office of the Superintendent
Board of Trustees
Elementary and Secondary Education
Operations and Technology Division
Safety and Security Department

RATIONALE:

This committee will create essential oversight and support of the comprehensive emergency management planning of the District. The committee increases the involvement of community stakeholders in the Safety, Security and Emergency Management functions of the District. The committee is a new requirement of the Texas Education Code as updated by the 86th Texas Legislature.

INFORMATION SOURCE:

Art Cavazos
Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE CREATION OF FORT WORTH ISD SUSTAINABILITY COMMITTEE

BACKGROUND:

Board policy BDB (Local) states that by Board action, special committees may be created to fulfill specific assignments. The committees may include District personnel and citizens, with the function being fact-finding, deliberative, and advisory, but not administrative. The creation of a Sustainability Committee has been requested by various citizens to help develop goals, action items, and time frames to ensure responsible stewardship of energy, water, and other natural resources and support sustainability as an economic, environmental, and social priority to be taught and practiced throughout the District; while reducing financial expenditures and enhancing educational outcomes for our students.

Committees may transact business only within specific authority granted by the Board. To be binding, the committee chairperson shall report all such business to the Board for approval and entry into the minutes as a public record.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Creation of Fort Worth ISD Sustainability Committee
2. Decline to Approve Creation of Fort Worth ISD Sustainability Committee
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Creation of Fort Worth ISD Sustainability Committee

FUNDING SOURCE

Additional Details

No Cost

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

District-Wide

RATIONALE:

The formation of the committee will support the District’s goal to improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Art Cavazos
Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE RESOLUTION TO DEVELOP AND ADOPT A PLAN OF ACTION FOR THE 2020 CENSUS

BACKGROUND:

An accurate count of persons living in Fort Worth/Tarrant County in the 2020 Census is vital to determine the representation of individuals, families, and communities in our local, state, and federal governments. The 2020 Census count of children living in Fort Worth Independent School District will be the basis of federal education funding allocated to our schools over the next ten years, specifically the federal programs serving our students living in poverty and students with disabilities. The populations that are prevalent in urban areas like Fort Worth/Tarrant County are at high risk of being undercounted, including young children, people of color, low-income households, language minority families, foreign-born residents, and households with limited internet access, according to the U.S. Census Bureau, and children are more likely to be missed in the Census count if they reside in the complex households that are also common in urban areas, such as multi-generation households, extended families, and multi-family households.

Developing and adopting a plan of action around ensuring a complete count of all students and their families residing within the District will assist in engaging, educating, and counting every resident in Fort Worth/Tarrant County in the 2020 Census.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Resolution to Develop and Adopt a Plan of Action for the 2020 Census
2. Decline to Approve Resolution to Develop and Adopt a Plan of Action for the 2020 Census
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution to Develop and Adopt a Plan of Action for the 2020 Census

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The Board of Trustees will work in partnership with other local civic, business, and community leaders, the State of Texas, and others to engage, educate, and count every resident in Fort Worth/Tarrant County in the 2020 Census.

INFORMATION SOURCE:

Ashley Paz

**BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION
TO DEVELOP AND ADOPT A PLAN OF ACTION FOR THE 2020 CENSUS**

Whereas, the decennial Census occurs every ten years to enumerate every person residing in the United States, and is fundamental to ensuring that all residents of our great city have access to fair representation, essential services, and economic development; and

Whereas, an accurate count of persons living in Fort Worth/Tarrant County in the 2020 Census is vital to determine the representation of individuals, families, and communities in our local, state, and federal governments; and

Whereas, the 2020 Census count of children living in Fort Worth Independent School District will be the basis of federal education funding allocated to our schools over the next ten years, specifically the federal programs serving our students living in poverty and students with disabilities; and

Whereas, population data derived in the 2020 Census will be used by both government and businesses to determine which neighborhoods and communities in Fort Worth/Tarrant County should receive services and investments like libraries, health clinics, and grocery and retail stores; and

Whereas, the decennial Census has historically undercounted populations in large, urban areas such as ours; and

Whereas, the populations that are prevalent in urban areas like Fort Worth/Tarrant County are at high risk of being undercounted, including young children, people of color, low-income households, language minority families, foreign-born residents, and households with limited Internet access, according to the U.S. Census Bureau; and

Whereas, children are more likely to be missed in the Census count if they reside in the complex households that are also common in urban areas, such as multi-generation households, extended families, and multi-family households; and

Whereas, during the 2020 Census, there is a heightened risk of an undercount due to the digital divide, language access issues, and local community mistrust in the federal government; and

Whereas, local and state governments, as well as community-based organizations, can play a critical role in counteracting the undercount risks, reaching hard-to-count populations, and ensuring their communities get counted in 2020; and

Whereas, it is paramount for the school board, superintendent, principals, teachers, parent organizations, and all local leaders in the Fort Worth Independent School District to communicate the importance of Census 2020 to families and community members to ensure everyone is counted;

Therefore, Be It Resolved, that the Fort Worth Independent School District will develop and adopt a plan of action around ensuring a complete count of all students and their families residing within the school district on the 2020 Census; and

Be It Further Resolved, the Fort Worth Independent School District is committed to working in partnership with other local civic, business, and community leaders, the State of Texas, and others to engage, educate, and count every resident in Fort Worth/Tarrant County in the 2020 Census.

The Resolution being read, **MOTION** was made by _____, seconded by _____ that the Resolution To Develop and Adopt a Plan of Action for the 2020 Census be passed, approved and adopted.

FOR: _____

AGAINST: _____

The above Resolution To Develop and Adopt a Plan of Action for the 2020 Census was approved and adopted at a regular meeting that the Board of Education held on the 28th day of January, 2020.

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

ATTEST:

Quinton Phillips, Secretary
Board of Education
Fort Worth Independent School District

**ACTION AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE RESOLUTION SUPPORTING THE AMERICAN HEART ASSOCIATION’S CAMPAIGN TO EDUCATE OUR YOUTH ON THE DANGERS OF E-CIGARETTES

BACKGROUND:

The American Heart Association (AHA) supports effective regulation that addresses marketing, labeling, quality control of manufacturing, and standards for contaminants including e-cigarettes in smoke-free air laws and prohibiting the sales of e-cigarettes to youth. According to the American Heart Association, more than half of Texas’ vaping-related injuries have occurred this year in North Texas.

This resolution will support an administrative action to review and strengthen District tobacco policies to ensure that e-cigarettes and vaping are fully addressed in a manner that focuses on improving health outcomes consistent with the Whole School, Whole Community, Whole Child Model, to issue an advisory to parents and provide opportunities for community dialogue on the health risks of e-cigarettes and vaping, and encourage campuses to promote health messaging to educate our students and staff.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Resolution Supporting the American Heart Association’s Campaign to Educate Our Youth on The Dangers of E-Cigarettes
2. Decline to Approve Resolution Supporting the American Heart Association’s Campaign to Educate Our Youth on The Dangers of E-Cigarettes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution Supporting the American Heart Association’s Campaign to Educate Our Youth on the Dangers of E-Cigarettes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The Board of Trustees will support the American Heart Association’s Campaign to educate our youth on the dangers of e-cigarettes encouraging students, staff, and parents to join in this effort to educate and protect our youth.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

**BOARD OF EDUCATION FORT WORTH INDEPENDENT SCHOOL
DISTRICT RESOLUTION SUPPORTING THE AMERICAN HEART
ASSOCIATION'S CAMPAIGN TO EDUCATE OUR YOUTH ON THE
DANGERS OF E-CIGARETTES**

Whereas, after decades of decline in cigarette smoking rates we have seen a recent dramatic rise in the use of e-cigarettes by children and teens leading to a new generation of tobacco products addicting a new generation of users to tobacco and nicotine, and

Whereas, 90 percent of smokers first try a tobacco product by age 18; and

Whereas, there are now over 5 million students using e-cigarettes and vaping products and the tobacco industry, including the e-cigarette companies, spend billions annually marketing their deadly and addictive products; and,

Whereas, e-cigarette companies advertise and sell products that include flavors that are appealing to youth and can contain levels of nicotine comparable to or even higher than traditional cigarettes;

Whereas, the short-term and long-term health risks of vaping e-cigarettes are mostly unknown and recently have been linked to multiple deaths and hundreds of cases of serious respiratory illnesses requiring hospitalization, and

Whereas, we support an expanded effort by the American Heart Association to educate and raise awareness of this growing health crisis of our youth, and their efforts to end all tobacco and nicotine addiction in the United States, and

Whereas, our vision is for all of our students to be tobacco and nicotine free,

Therefore be it resolved, that the Board of Trustees of the Fort Worth Independent School District will support an administrative action to review and strengthen District tobacco policies to ensure that e-cigarettes and vaping are fully addressed in a manner that focuses on improving health outcomes consistent with the Whole School, Whole Community, Whole Child Model to issue an advisory to parents and provide opportunities for community dialogue on the health risks of e-cigarettes and vaping, and encourage campuses to promote health messaging to

educate our students and staff. We call on our community to support efforts to end all use of tobacco products including the use of e-cigarettes to achieve the end goal of eliminating tobacco use by teens and assuring our youth are tobacco and nicotine free.

The Resolution being read, **MOTION** was made by _____,
seconded by

_____ that the Resolution Supporting the American Heart
Association's

Campaign to Educate Our Youth on the Dangers of E-Cigarettes be passed,
approved and

adopted. **FOR:** _____ **AGAINST:** _____

The above Resolution Supporting the American Heart Association's Campaign to Educate Our Youth on the Dangers of E-Cigarettes was approved and adopted at a regular meeting that the Board of Education held on the 28th day of January, 2020.

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

ATTEST:

Quinton Phillips, Secretary Board of
Education Fort Worth Independent
School District

**ACTION AGENDA ITEM
BOARD MEETING
January 28, 2020**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH MIDSTATE ENERGY LLC FOR A GUARANTEED MAXIMUM PRICE FOR ENERGY EFFICIENCY SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 014-243 SOUTHWEST HIGH SCHOOL

BACKGROUND:

On May 21, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with Midstate Energy LLC, to perform an energy savings performance assessment for Job No. 014-243 (RFQ #19-097), Southwest High School. The GMP, or Guaranteed Maximum Price, will include a complete mechanical conversion of the entire school from packaged rooftop units and a chilled water system to a geothermal system. Additionally, all lighting (interior & exterior) will be converted to LED and a new energy management system will be installed to ensure the project meets or exceeds the energy efficiency goals outlined in the agreement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract With Midstate Energy LLC for a Guaranteed Maximum Price For Energy Efficiency Services in Conjunction with The 2017 Capital Improvement Program Job No. 014-243 Southwest High School
2. Decline to Approve Authorization to Negotiate and Enter into a Contract With Midstate Energy LLC for a Guaranteed Maximum Price For Energy Efficiency Services In Conjunction With The 2017 Capital Improvement Program Job No. 014-243 Southwest High School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract With Midstate Energy LLC for a Guaranteed Maximum Price For Energy Efficiency Services in Conjunction with The 2017 Capital Improvement Program Job No. 014-243 Southwest High School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-014-99-000-014243

COST:

Not To Exceed \$9,200,000.00

VENDOR:

Mid State Energy, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #014 Southwest High School

RATIONALE:

All assessment and energy efficiencies studies have been completed for this project. Construction for the new work must start on February 1st, to stay in alignment with the other work taking place on campus.

INFORMATION SOURCE:

Vicki Burris