

*Board of Education  
Regular Meeting  
October 22, 2019*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on October 22, 2019 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. **CALL TO ORDER PUBLIC HEARING TO DISCUSS THE DISTRICT'S 2019 FINANCIAL ACCOUNTABILITY RATING (SCHOOL FIRST)**
3. **PUBLIC COMMENT ON THE PUBLIC HEARING TO DISCUSS THE DISTRICT'S 2019 FINANCIAL ACCOUNTABILITY RATING (SCHOOL FIRST)**
4. **CLOSE PUBLIC HEARING**
5. **PLEDGES** - Alice D. Contreras Elementary School
6. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Volunteer Recognition - William Monnig Middle School
  - C. Proclamation in Recognition of Fort Worth After School
  - D. United Way Annual Campaign
  - E. Proclamation in Recognition of 50 Years of Bilingual Education
7. **PRESENTATION**
  - A. School Boundary Community Forum Update
8. **PUBLIC COMMENT**
9. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**

**10. DISCUSSION OF AGENDA ITEMS**

**11. 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	5
1. September 24, 2019 - Regular Meeting	7
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve the Purchase of College/Career Exploration System	15
2. Approve the ACT College and Career Readiness Master Services Agreement	19
3. Approve Enhancement of Web Hosting Services for the 2019-2020 School Year	28
4. Approve Renewal of Licenses and Support Agreement for Document Management System	44
5. Approve Authorization to Award Contract for Balanced Literacy Training	53
C. Approval of Budget Amendment for the Period Ended September 30, 2019	58
D. Approval of Debt Service Budget Amendment for Debt Refunding and Early Debt Extinguishment	64
E. Approve Resolution Supporting the 2019 United Way of Tarrant County Annual Campaign	67
F. Approve the Agreement Between Fort Worth Independent School District and the Hispanic Heritage Foundation	71
G. Approve Memorandum of Understanding with Dallas Holocaust & Human Rights Museum	78
H. Approve the Sale of a Tax Foreclosed Property at 3200 Strong Avenue, Fort Worth, Texas	86
I. Approve Architectural and Engineering Professional Services Contract for a Potential Public Private Partnership (P3) Qualified Project and to Approve a Resolution to Reimburse the General Fund for Public-Private Partnership (P3) Expenditures	89
J. Approve the 2019-2020 Campus Improvement Plans (CIP)	94
K. Approve Proclamation Recognizing the Twenty Year Anniversary of Fort Worth After School	97
L. Approve Proclamation Recognizing Fifty Years of Bilingual Education	101
M. Authorization to Enter into Additional Contracts for Moving Services for the 2017 Capital Improvement Program	105
N. Approve the Minutes for the February 19, 2019, April 30, 2019, and May 28, 2019 Racial Equity Committee Meeting	114

**12. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION**

**13. EXECUTIVE SESSION**

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

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

**14. RECONVENE IN REGULAR SESSION - BOARD ROOM**

**15. ACCEPT CONSENT AGENDA**

**16. ACTION ITEMS**

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

**17. ACTION AGENDA ITEMS**

- 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
- D. Approve Second Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), FJ(LOCAL) and FMA(LOCAL) 125
- E. Approve Board Resolution and Offer for Relocation Assistance Payment to Owner of 5070 and 5074 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use 149
- F. 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 - Questions from Board Members

4. 15 Minutes - Board Deliberations (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)

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

**19. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**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 September 24, 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 September 19, 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 September 19, 2019 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING SEPTEMBER 24, 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 September 19, 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 September 19, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

First Vice President Jackson called the meeting to order at 5:31 P.M.

2. PLEDGES - J. T. Stevens and Waverly Park Elementary Schools

Students from J. T. Stevens Elementary led in the pledges and several students from Waverly Park Elementary signed the pledges, in recognition of Deaf Awareness Week.

Principal Jessica McNeal-Johnson, principal at J. T. Stevens, introduced her students and staff and parents.

Principal Roberta Baeta, Principal at Waverly Park, introduced students, staff and parents in attendance.

3. RECOGNITIONS

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

Student greeters were students of the Army JROTC unit at Dunbar High School.

B. Parent Recognition - Rufino Mendoza Elementary School

Angie Zavala, parent volunteer at Rufino Mendoza, was recognized and presented with a Certificate of Appreciation by Jennifer Perez, Family Communications Director.

C. American Indian Heritage Day in Texas

Representatives of the American Indian community introduced themselves and shared their roles in the District, and the tribes they represent.

D. Hispanic Heritage Month

Clint Bond referenced the video showing a wide variety of activities across the District, celebrating Hispanic Heritage Month.

Students from J. P. Elder Middle School, who were members of Mariachi Becerros del Norte and Mariachi Estrella Tejana, performed before and during the meeting.

Students from Dolores Huerta Elementary gave comments about a special celebration earlier this year.

4. LONE STAR GOVERNANCE

A. Goal Progress Measure 1.1: FWISD Universal Screener

Dr. Scribner gave opening comments and turned the presentation over to Jerry Moore, Chief Academic Officer.

Those presenting were Sara Arispe, Dr. Cheryl Mixon, Cherron Ukpaka, David Saenz and Raul Pena.

Comments were made by the following:

Tobi Jackson

Anne Darr

Quinton Phillips

Norman Robbins

C. J. Evans

Anael Luebanos

5. PUBLIC COMMENT

Speakers: Carlos Turcious Robert Baker Suann Claunch Dr. Bill Koehler

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

The meeting was recessed at 6:48 p.m. and reconvened at 8:05 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. July 23, 2019 - Board Workshop and Special Meeting
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
1. Approve the Purchase of Tynker - Coding Program for Elementary Students
  2. Approve Purchase of College Preparatory Mathematics Course Resource
  3. Approve the 2019-2020 Allocation for Clayton Youth Services for Community Partnership Grant at A.M. Pate Elementary School
  4. Approve Purchase of Teaching and Learning Center Cabling
  5. Approve the Replacement of Roof Top Units at 18 Schools
- C. Approval of Memorandum of Understanding Between Fort Worth Independent School District and MHMR of Tarrant County
- D. Approve the Interlocal Agreement Between the Education Service Center (ESC) Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District
- E. Ratify Interlocal Agreement Between Fort Worth ISD and the City of Forest Hill for School Security Services
- F. Approve Appraisers for the T-TESS Appraisal System Certified Since June 1, 2019
- G. Approve the Authorization for Superintendent or Designee to Negotiate and Enter into a Contract to Provide Master Scheduling Services
- H. Approve the Authorization for Superintendent or Designee to Negotiate and enter into a Contract for Real Estate Brokerage Services
- I. Approve Consultant Service Contract Addendum to Expand Mentoring Services for the FWISD "My Brother's Keeper" (MBK) Program to 7 Middle School Campuses for 2019-2020
- J. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Trimble Technical High School Renovation Job No. 011-211 (RFQ #20-002) in Conjunction with the 2017 Capital Improvement Program
- K. Approve Change Order for Job No. 008-002 North Side High School Mariachi Addition (CSP 19-030) in Conjunction with the 2017 Capital Improvement Program

- L. Closeout of the Contract with RJM Contractors for Bid Package 028 (RFCSP #18-019) and Authorization of Final Payment in the 2013 Capital Improvement Program
  - M. Closeout of the Contract with MDI, Inc. General Contractors for Bid Package 061 (RFCSP #18-014) and Authorization of Final Payment in the 2013 Capital Improvement Program
  - N. Approve Final Plat for Job No. 229-131 Overton Park Elementary School in Conjunction with the 2017 Capital Improvement Program
  - O. Approve the Minutes of the October 17, 2018 Facility Master Plan 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)
  - 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 (Texas Government Code ndation to Terminate Certain Continuing Contact Employees for Good Cause and the Cause, the Recommendation to Terminate Certain Term Contract Employees for Good
    - 1. Chief Internal Auditor
    - 2. Chief Academic Officer
    - 3. Assistant Superintendent of Curriculum and Instruction
    - 4. Executive Director of Bilingual and ESL
    - 5. School Leadership Executive Director
  - 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 8:05 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 Anael Luebanos, seconded by CJ Evans, to approve to Accept the Superintendent's Personnel Recommendations as Listed Under Executive Session.

The motion was unanimously approved.

Dr. Scribner recognized each individual.

14. ACTION AGENDA ITEMS

No action was taken on Items A., B. or C.

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

D. Approve Board Resolution to Authorize Acquisition of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas, Known as 5062, 5070 and 5074 Willie Street with Market Value Final Offer, or by Eminent Domain if Final Offer is Declined

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve Resolution to Authorize Acquisition of Lots 4, 5, 6 and 7, Prince Addition to the City of Fort Worth, Tarrant County, Texas, Known as 5062, 5070 and 5074 Willie Street with Market Value Final Offer, or by Eminent Domain if Final Offer is Declined.

The motion was unanimously approved.

- E. Approve Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019A" in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials

Motion was made by Anael Luebanos, seconded by Quinton Phillips, to approve Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2019A" in One or More Series; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials.

The motion was unanimously approved.

- F. Approve Order Authorizing The Issuance Of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B" In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve Order Authorizing The Issuance Of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B" In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials.

- G. Approve Board Resolution and Contract of Sale to Purchase or Acquire by Eminent Domain a 15 Acre Parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, Tarrant County, TX 76126 also Know as 1901 RM RD 2871, Fort Worth, Texas 76126

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve Board Resolution and Contract of Sale to Purchase or Acquire by Eminent Domain a 15 Acre Parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, Tarrant County, TX 76126 also Know as 1901 RM RD 2871, Fort Worth, Texas 76126.

The motion was unanimously approved.

- H. Approve Second Reading-Revision to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)

Motion was made by Anne Darr, seconded by Norman Robbins, to approve Second Reading-Revision to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL).

The motion was unanimously approved.

- F. Approve Order Authorizing The Issuance Of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B" In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve Order Authorizing The Issuance Of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2019B" In One Or More Series; Levying A Continuing Direct Annual Ad Valorem Tax For The Payment Of Such Bonds; And Resolving Other Matters Incident And Related To The Issuance, Sale, Payment, And Delivery Of Such Bonds, Including Establishing Procedures And Delegating Matters To Authorized District Officials.

The motion was unanimously approved.

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

Anne Darr

16. ADJOURN

The meeting was adjourned at 8:15 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  
October 22, 2019**

**TOPIC: APPROVE THE PURCHASE OF COLLEGE/CAREER EXPLORATION SYSTEM**

**BACKGROUND:**

Xello (formerly Career Cruising) for K-12 is a comprehensive college/career development program that begins with learning resources in kindergarten and transitions through middle and high school. Through this program, students become self-aware and are able to understand their future opportunities and build actionable plans to achieve theirs. Xello for K-12 helps to:

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

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of College/Career Exploration System



**FUNDING SOURCE**

***Additional Details***

General Fund

199-31-6399-001-999-99-152-000000

**COST:**

\$124,975.00

**VENDOR:**

Xello (formerly Career Cruising)

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 20-029

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools - grades K-12

**RATIONALE:**

Xello (formerly Career Cruising) for K-12 is a web-based self-exploration and planning program that drives students to recognize their full potential in school, college, career and life. Students start by building awareness of career options and pathways. Through exploration, they identify personal interests and preferences. The concepts of self-advocacy and career readiness are introduced early and reinforced throughout the process, along with the importance of achievement, purpose and participation in developmentally-appropriate experiences. This, in turn, keeps students engaged in academics by continually making the connection between their goals and current school work. Xello curriculum is aligned to the curriculum requirements of House Bill 18 and the American School Counselor Association (ASCA) standards for college & career readiness.

**INFORMATION SOURCE:**

Jerry Moore

# ORDER / QUOTE



REF-000809

**QUOTE FOR:**

ATTN: **Accounts Payable**  
 Fort Worth Independent School  
 District  
 100 N University Dr  
 Fort Worth, TX 76107

**REQUESTED BY:**

Accts FWISD  
 Fort Worth Independent School  
 District

**SUBSCRIPTION PERIOD:**

Start Date: **Sep 1, 2019**  
 End Date: **Aug 31, 2020**  
 Duration: **12 months**

**COMMENTS:**

The contract price will increase by 5% for the 2020-21 and 2021-22 academic years. If Fort Worth decides to take the optional year extension in 2022-23 and 2023-24, the contract price will be the same as the price during the 2021-22 contract year.

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for Elementary School ▼	38,000	<b>\$0.50</b> Per Student Reg \$1.50	\$0.50 67% (\$1.00) discount	\$19,000.00
Xello for High School ▼	20,500	<b>\$2.70</b> Per Student Reg \$4.95	\$2.70 45% (\$2.25) discount	\$55,350.00
Xello for Middle School ▼	22,500	<b>\$2.25</b> Per Student Reg \$4.25	\$2.25 47% (\$2.00) discount	\$50,625.00

**NOTES:**

An invoice will be sent after the quote is approved.

**GRAND TOTAL:**

**\$124,975.00**  
 USD

Xello Terms of Use Agreement  
 W8 Form  
 Billing + Renewals FAQ's



jeromem@xello.world



Phone: (800) 965-8541 Ext.135



Fax: 416.463.0938

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE THE ACT COLLEGE AND CAREER READINESS MASTER SERVICES AGREEMENT**

**BACKGROUND:**

Fort Worth ISD annually administers national assessments to assist students with college and career planning. The ACT is a curriculum-based examination that matches well with Texas education standards and can provide helpful information for all students, not just those who are planning to attend college. The ACT is the leading college readiness assessment in the United States as it is based on what students learn in high school. Colleges and universities routinely use ACT results as part of entrance requirements. Fort Worth ISD participation in the March 24, 2020 ACT National School Test Date will allow 11<sup>th</sup> grade students to test in a familiar environment, complete a key portion of the college application process, and receive meaningful data regarding educational/career planning, instructional support, and evaluation.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve ACT College and Career Readiness Master Services Agreement

**FUNDING SOURCE**

*Additional Details*

Special Revenue

289-11-6339-TST-XXX-24-512-000000-20F12

**COST:**

\$250,000.00- Not to exceed

**VENDOR:**

ACT, Inc.

**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**

Arlington Heights High School  
Benbrook Middle High School  
Carter-Riverside High School  
Diamond Hill-Jarvis High School  
Paul Laurence Dunbar High School  
Eastern Hills High School  
Green B. Trimble Technical High School  
I.M. Terrell Academy for STEM and VPA  
Marine Creek Collegiate High School  
North Side High School  
Oscar Dean Wyatt High School  
Polytechnic High School  
R. L. Paschal High School  
South Hills High School  
Southwest High School  
Texas Academy of Biomedical Sciences  
TCC/South-FWISD Collegiate High School  
Western Hills High School  
World Languages Institute  
Young Men's Leadership Academy  
Young Women's Leadership Academy

## **RATIONALE:**

Shifts in education and the workplace are changing how educators must think about college and career readiness. ACT offers a holistic framework to help educators navigate these shifts for understanding education and work readiness and achieving success for students. The ACT College and Career Readiness Standards are the backbone of ACT assessments. The ACT standards describe essential skills and knowledge students need to become ready for college and career, giving clear meaning to test scores and serving as a link between what students have learned and what they are ready to learn next. The ACT standards encompass the many paths available to students after high school, and they enhance educators' ability to provide insights related to both college and career readiness.

## **INFORMATION SOURCE:**

Jerry Moore

**ACT® District Testing Program  
Description of Services  
Late Spring 2020**

This Description of Services (DOS) is incorporated into the Master Services Agreement ("Agreement") having an Effective Date of 2/04/2019, by and between ACT, Inc. ("ACT") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("Customer"). This Assessments and Services provided pursuant to this DOS shall be incorporated into and governed by the terms of the Agreement.

- I. **Background.** ACT, Inc. will support the Customer's administration of the ACT assessments to its eligible 10th, 11th, and/or 12th grade students. Under this Description of Services, "the ACT" is used to refer to paper-based and/or online assessments that include English, Mathematics, Reading and Science assessments, as well as an Interest Inventory. The ACT taken with the writing assessment is included, if selected by Customer, for an additional fee. Customer has elected to receive the ACT (without writing) Assessment. This DOS memorializes the services and deliverables provided as part of the Assessment program (the "Program").
- II. **Services Term.** This Description of Services shall be effective on 10/22/19 and shall remain in effect through the final delivery of Score Reports.
- III. **Deliverables.** The following Assessments and Services will be provided by ACT to Customer:
  1. **Program Planning Documentation.** ACT will provide Customer with a Schedule of Events and other program documentation when available on the ACT District Testing website.
  2. **Organization File Layout.** ACT will provide Customer with an Organization File layout and instructions for use.
  3. **Student Data Upload (SDU) File Layout.** ACT will provide Customer with a SDU file layout template and instructions for use.
  4. **Online Platform.** ACT will provide an online platform which Customer shall use to indicate appropriate Designated Personnel information, complete Manage Participation, upload SDU File, and order Test Materials.
  5. **Test Administration Available Dates.** The Assessments will be available on the following Test Dates:
    - Initial Standard Administration Test Date (Paper): March 24, 2020
    - Initial Accommodation Administration Test Window (Paper): March 24 – 27, 30 – 31, April 1 – 3, 2020
    - Initial Standard & ACT-Approved Accommodation Administration Test Window (Online): March 24 – 26, 31, April 1 – 2, 2020
    - Makeup Standard Administration Test Date (Paper): April 7, 2020
    - Makeup Accommodation Administration Test Window (Paper): April 7 – 10, 13 – 17, 2020
    - Makeup Standard & ACT-Approved Accommodation Test Window (Online): April 7 – 9, 14 – 16, 2020
  6. **Test Materials.** ACT will provide paper test materials to each Designated Test Site. For online testing, as applicable, ACT will provide Customer with access to the Assessments through the ACT Online Assessment System.
  7. **Pre-paid Shipping Labels.** ACT will provide each Designated Test Site with pre-paid return shipping labels for the return of test materials to ACT.
  8. **Accommodations.** ACT will provide available and ACT-approved accessibility supports and accommodations, based on decisions made by ACT accommodation specialists and, in some cases, by the local educational authorities, as detailed in ACT policies.
  9. **Training.** ACT will provide standard online training and/or instructional materials to Designated Personnel.
  10. **Communications.** ACT will communicate upcoming activities and deadlines related to the assessments

directly to Designated Personnel through email and/or on the ACT District Testing website.

11. Customer Service. ACT will provide a toll-free number and email contact information for use in preparation and administration of the ACT, Monday through Friday, from 7:00 a.m. to 5:00 p.m. CST (except ACT holidays).
12. Score Reports. ACT will provide the following score reports as part of the Services:
  - a. Student Deliverable. 3-8 weeks after ACT receives answer folders, ACT will ship a paper copy of the Student Score Report to the student's address, if such address was provided to ACT.
  - b. School Deliverables. The following reports will be available 3-8 weeks after ACT receives answer folders:
    - ACT High School Check List Report
    - ACT High School Report – Student
    - ACT Student Score Report Labels

The following reports will be posted to the online reports portal. The estimated report delivery date will be available in the Score Reports Schedule found on the ACT District Testing website:

- ACT Profile Report – High School
- ACT Student Level Data File – High School
- ACT Non-College Reportable Score Notification Letter (2), if applicable. (Two copies of the letter will also be shipped to the School Test Coordinator. It is the responsibility of the School Test Coordinator to provide a copy of the letter to the student.)

- c. District Deliverables. The following reports are posted to the online reports portal. The estimated report delivery date will be available in the Score Reports Schedule found on the ACT District Testing website. Please note that district reports will only be generated and posted if this contract has more than one school participating in this district testing program:
  - ACT Profile Report – District
  - ACT Student Data File – District

**IV. Customer Actions and Required Information.** Customer shall provide the following information, data or deliverables ("Customer Required Information") to ACT by the indicated due date. ACT's ability to provide the Assessments and Services is dependent upon timely receipt of the Customer Required Information, data, or deliverables. Customer's failure to meet the due date may result in ACT's inability to provide the Assessments and Services, and consequently the cancellation of this Description of Services.

1. Customer Designated Personnel. Customer will designate District Testing Coordinator and a School Testing Coordinator that will be responsible for communicating with ACT regarding this Program ("Designated Personnel"), and will provide ACT with contact information for these individuals. In the event Customer changes the Designated Personnel, Customer will provide ACT with email notification of the District Coordinator change and make the School Test Coordinator change in the ACT Online Platform.
2. Organization File. Customer will provide a file to ACT, in the ACT-designated file format, containing eligible participating sites and Designated Personnel. Customer shall provide the Organizational File to ACT no later than **February 7, 2020**.
3. Manage Participation Deadline. Customer Designated Personnel will confirm participation, select material delivery date, select initial test date and the accommodations testing window in the ACT Online Platform. The deadline to complete the management of participation details is **February 14, 2020**.
4. Student Data Upload (SDU). Customer shall upload a file, in the ACT designated format, to the Online Platform containing the required student data for all students the Customer anticipates testing no later than **February 14, 2020**. Barcode labels will be provided for students reflected in the SDU by this date. Customer will be unable to test if Customer fails to complete the SDU by **February 14, 2020**.
5. Accommodations Requests. If applicable, Customer Designated Personnel shall submit requests for ACT-approved accommodations through the ACT accommodations process by **February 14, 2020**.



6. **Change Participation Requests.** If Customer wishes to change the test date, change test option, or cancel participation, Customer shall complete the District Testing Change in Participation Form on the District Testing Web page no later than **February 7, 2020**. A new DOS will be required.

**V. Fees and Invoicing.**

1. **Customer Enrollment Determination.** The fees owed by Customer for the Assessments and Services provided pursuant to this Description of Services will be based on the total number of students included in the Customer's SDU file(s) in the ACT Online Platform as of the last day of the Makeup Accommodation Test Window, **April 17, 2020**, as applicable (total "Enrollment"). The Enrollment is not based on the number of assessments eligible to be scored.
2. **Fee Calculation.** ACT will charge Customer the Unit Price per Student indicated on the Table below for the total Enrollment for the applicable Assessment Option at the applicable Program Price Tier. The applicable Program Price Tier is based on the Customer's percentage of students eligible for the Free and Reduced Price Lunch (FRPL), across all Schools in the Customer's territory or jurisdiction. Customer shall identify its applicable FRPL percentage on its District Testing order form, and ACT may verify the accuracy of the applicable percentage based on federally reported data.

Assessment	Program Price Tier	Unit Price Per Student
The ACT (without writing)	Tier 3 (75% - 100% FRPL)	\$41.50

3. **Invoicing and Payment.** ACT will submit an invoice after the last day of the Makeup Accommodations Test Window, as applicable. The invoice will reflect the total Enrollment and the applicable Fee owed, based on the Program Price Tier for the applicable Assessment Options. ACT will not provide any credits or refunds, including but not limited to refunds or credits for the difference between the Enrollment and the number of scores provided.
4. **Fee Waivers.** Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

**VI. Additional Terms and Conditions.** The following terms and conditions, in addition to the terms of the Agreement, shall govern the ACT Assessment and Services:

1. **Cancellation.** This Description of Services will be automatically cancelled without further notice if Customer fails to provide the Organization File by **February 7, 2020** or Manage Participation and SDU to ACT by **February 14, 2020**.
2. **Computer Requirements.** In the event Customer administers the online assessment, Customer will comply with the computer configuration requirements located at <http://www.act.org/content/act/en/products-and-services/state-and-district-solutions/act-online-testing.html>. Compliant computer configuration is required to properly access and use the ACT Online Assessment System. ACT shall have no liability relating to Customer's failure to comply with ACT's computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion. Customer shall be responsible for implementing any hardware or software updates or changes necessary to meet the revised computer configuration requirements for the Online Assessment System within the time frame set forth in the written or electronic notice from ACT. If Customer cannot implement the required configuration updates, Customer may (a) request paper based testing in the Online Platform, if timely (b) provide ACT with notice of cancellation of this DOS.
3. **U.S. Government End Users.** The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

4. Limited Use of Assessments and Services. Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicenseable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

ACT, Inc.  
DISTRICT

FORT WORTH INDEPENDENT SCHOOL

Signature: Charlie Astorino

Name: Charlie Astorino  
Title: Vice President, Sales  
Date: 8/21/2019

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

Name:  
Title:  
Date:



**August 26, 2019**

**Fort Worth Independent School District**

**This quote is for following ACT product and service:**

The ACT for all juniors at Fort Worth Independent School District

Estimated Total Number of Students (provided by Fort Worth ISD) = **5,400**

Pricing based on 82% Free and Reduced Lunch status:

**ACT Only (no writing) - 11<sup>th</sup> Grade: 5,400 students @ \$41.50\* = \$224,100**

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

**Sauda Callahan**

**Account Executive – Texas**

**Client Relations**

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

Mobile: 832-995-7164

[sauda.callahan@act.org](mailto:sauda.callahan@act.org) | [www.ACT.org](http://www.ACT.org)

# Fort Worth Independent School District Sole Source Affidavit



To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44. 031.

(j) Without complying with Subsection (a), a school district may purchase an item that is available from **only one source**, including: **CHECK THE BOX BELOW THAT APPLIES**

X an item for which **competition is precluded** because of the existence of a patent, copyright, secret process, or monopoly:

- a film, manuscript, or book;
- a utility service, including electricity, gas, or water, and
- a captive replacement part or component for equipment.

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

### PLEASE COMPLETE THIS BOX

**We have carefully reviewed the Texas Education Code, Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Section (j) and (k) of the aforementioned code for the sale of (attach separate sheet if necessary)**

The ACT test, test items, scoring algorithms, reporting and research services and related materials. These materials are protected by copyright and trademark and must be ordered directly from ACT, Inc.

In addition, we certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Company ACT, Inc.

Address 500 ACT Drive

City, State, Zip Code Iowa City, Iowa 52243

Telephone No. 319-337-1000 Fax No. \_\_\_\_\_

Email Address customerservices@act.org

Authorized Signature    
 5226644EA45140A...

Title Vice President

SUBSCRIBED AND SWORN to before me on this 10th day of October, 2019

Notary Public, State of Iowa

DocuSigned by: Sharon Rude

Signature Sharon Rude

Printed Name Sharon Rude

Date Commission Expires 9-27-2021

Date Commission Expires \_\_\_\_\_



(Seal)

Email completed Sole Source Affidavit (and Attachments) to [stella.zavala@fwisd.org](mailto:stella.zavala@fwisd.org)

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE ENHANCEMENT OF WEB HOSTING SERVICES FOR THE  
2019-2020 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth ISD currently uses Blackboard, Inc. (formerly ParentLink) to provide telephone, text, email, and mobile application messages for emergency communications, daily attendance, and general announcements. This system is used at both the campus and District levels. The web hosting solution provides the District with its primary District website, as well as the websites for all campuses allowing our users to continue to easily view our websites on any device.

Regular website maintenance is necessary to ensure the Fort Worth ISD provides its users the best experience possible. Since initially launching the District website in 2016, additional functionality has become available. These upgrades will allow easier navigation to school websites, improved icons and menus, and much more. The redesign is meant to enhance the experience of all users.

The board previously approved the renewal of this contact on June 25, 2019 for \$392,153.81. We are requesting approval of the enhancement of the District's Messaging System for \$18,975.00 for a total of \$411,153.81 for the 2019-2020 school.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Enhancement of Web Hosting Services Tool for the 2019-2020 School Year
2. Decline to Enhancement of Web Hosting Services Tool for the 2019-2020 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Enhancement of Web Hosting Services Tool for the 2019-2020 School Year

**FUNDING SOURCE**

*Additional Details*

General Fund

199-53-6249-001-999-99-104-000000-

**COST:**

\$18,975.00

**VENDOR:**

Blackboard Inc.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the The Interlocal Purchasing System TIPS Contract 181204. 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 Blackboard, Inc. services support and strengthen the District’s work in enhancing family and community engagement through timely and relevant communication with students, families, staff, and members of the community. Blackboard, Inc. services help the District reach these stakeholders via multiple platforms, including but not limited to the District’s message system, campus message systems, emergency notification system, and the Fort Worth ISD mobile app. These are proven strategies. Approval will allow FWISD to provide vital information to our stakeholders through the District and campus websites in a mobile-ready, user-friendly, and dynamic manner. The FWISD website receives more than 30.9 million pageviews each year and provides important news and information for all District stakeholders.

**INFORMATION SOURCE:**

Barbara Griffith

VOID IF EXECUTED AFTER: November 01, 2019  
CUSTOMER: Fort Worth ISD

# Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Fort Worth ISD** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 01-Nov-2020 31-Oct-2021 (USD)	Initial Term Period #3 01-Nov-2021 31-Oct-2022 (USD)	Initial Term Period #4 01-Nov-2022 31-Oct-2023 (USD)
1	WCM-CRT-TP-MNT	CREATIVE: TEMPLATE REGULATORY MAINTENANCE	01-Nov-2019 - 31-Oct-2020	\$975.00	\$975.00	\$975.00	\$975.00
1	WCM-CRT-TP-D-R	CREATIVE: DIAMOND CUSTOM TEMPLATE (RESPONSIVE)	01-Nov-2019 - 31-Oct-2020	\$18,000.00			
			<b>Total</b>	<b>\$18,975.00</b>	<b>\$975.00</b>	<b>\$975.00</b>	<b>\$975.00</b>

## B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Upon conclusion of the Initial Term, this Order Form shall terminate.

3. Effective Date: November 01, 2019

**C. Payment Terms**


1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

**D. Special Provisions**



Sales Approved: Adam Dolan
Initial:

Customer: Fort Worth ISD
Signature: 
Name: Barbara Griffith
Title: Senior Communications Officer
Date: 10/08/2019

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: October 08, 2019

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below and attach or send PO to [Operations@blackboard.com](mailto:Operations@blackboard.com)

PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_

Attach PO (Optional): \_\_\_\_\_ Attach Tax Exemption (Optional): \_\_\_\_\_

Invoicing

Send Invoices via email to:

- |          |                   |        |                             |
|----------|-------------------|--------|-----------------------------|
| 1. Name: | Accounts Payables | Email: | accounts.payables@fwisd.org |
| 2. Name: |                   | Email: |                             |
| 3. Name: |                   | Email: |                             |

## BLACKBOARD® Master Agreement for All Products and Services

The terms contained herein (the “**Master Agreement**”) and any accompanying Blackboard ordering document (an “**Order Form**”), or the acceptance by Blackboard of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement (“**Agreement**”) between the entity listed in any Order Form (hereafter, “**Customer**” or “**you**”) and the Blackboard entity listed in any Order Form (hereafter, “**we**”, “**us**” or “**Blackboard**”), with respect to the products and/or services listed in any Order Form (“**Products and Services**”).<sup>1</sup>

### 1. APPLICABILITY OF THIS MASTER AGREEMENT

This Agreement governs: (a) your rights to access and use software licensed on a term or perpetual basis (“**Software**”); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term (“**SaaS Services**”); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive other than Student Support Services (“**Support**”); (d) any professional services (“**Professional Services**”); (e) any managed hosting services, cloud hosting services or other hosting services (“**Hosting Services**”); (f) any hardware and/or firmware (“**Equipment**”); and (g) any student support services (“**Student Support Services**”).

### 2. RIGHTS OF ACCESS AND USE.

**2.1 License to Use SaaS Services or Hosting Services.** With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 10.1), we grant you a non-exclusive, non-transferable, non-sublicenseable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Blackboard to you on a remote-access, subscription basis via the Internet solely in support of your operations.

**2.2 License to Use Software Provided on a Perpetual or Term Basis.** With respect to Software, for the Term, or where a license is specified as “perpetual”, on an ongoing basis unless and until terminated as provided herein, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to use the Software on a Designated Configuration solely in support of your operations. A “**Designated Configuration**” shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

**2.3 Evaluation License.** If Customer is provided an Evaluation License, Blackboard grants you a limited, non-exclusive, non-transferable non-sublicenseable license to install and use one (1) Evaluation copy of the Software, SaaS Services or Hosting Services, as applicable, (“**Evaluation License**”) subject to the obligations herein and solely in connection with your internal evaluation of the Software, SaaS Service or Hosting Services and not for any production or commercial purpose.

**2.4 API License.** If you are purchasing an application programming interface (“**API**”) license, other than a Learn API as defined below, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form. The API(s) are provided in the form of a web service that enables a “connection” into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

**2.5 Authorized Users.** You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those individuals defined in the Terms Applicable to Specific Products and Services, below (“**Authorized Users**”).

**2.6 License Restrictions.** You may not use the Software, Hosting Services, or SaaS Services beyond the usage, storage or other applicable restrictions set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software, Hosting Services, or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services, Hosting Services, or Software except as expressly permitted by applicable law, rule or regulation (“**Law**”); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services, Hosting Services, or Software; (iv) use the SaaS Services, Hosting Services, or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services, Hosting Services, or Software; or (vi) use the SaaS Services, Hosting Services, or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services, Hosting Services, or Software are hosted (including where such use interferes with any other customer’s use thereof).

**2.7 Delivery.** Delivery shall be deemed complete when Blackboard notifies you that you have the ability to access the Software, Hosting Services, or SaaS Services.

### 3. SUPPORT AND SERVICE LEVEL AGREEMENTS

If you license or are otherwise eligible to receive Support, or are eligible for service level agreements, such Support (or service level, as applicable) will be provided as described in the Blackboard Customer Support Services Guide (“**Services Guide**”) located at <https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0o> for the relevant Products and Services. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. If we discontinue any Product or Service during the Term (removing from general availability), we shall notify you and, as Customer’s sole and exclusive remedy, Blackboard shall provide a pro rata refund for any unused portion of the Products and Services, as applicable.

### 4. PROPRIETARY RIGHTS

**4.1. Customer Property.** Customer Property is and shall remain your sole and exclusive property. “**Customer Property**” means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

**4.2. Blackboard Property.** Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

**4.3. Blackboard Use of Customer Property.** During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected.

**4.4. Content Restrictions.** You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will

<sup>1</sup> If you have previously purchased products and/or services with Blackboard, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

ensure that such Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

**4.5. Removal of Content.** If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Blackboard liability, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

**4.6. Other Rights.** You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials unless and until you provide us a written request to discontinue such use.

**4.7. DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Blackboard Inc., 1111 19<sup>th</sup> Street NW, 9th Floor, Washington, D.C. 20036, Email: GeneralCounsel@blackboard.com, +1-202-463-4860.

## 5. PROTECTION OF PERSONAL INFORMATION

**5.1. "Personal Information"** is information collected from you or your Authorized Users under the Agreement that identifies a specific individual. Personal Information may include student data that is directly related to an identifiable student that is maintained by a school, school district, or related entity or organization, or by us. In the United States, student data may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

**5.2. Confidentiality.** Blackboard agrees to treat Personal Information as confidential and not to share it with third parties other than as described in the terms of this Agreement.

**5.3. Personal Information Access.** To the extent necessary to provide you with the Products and Services, you authorize us, our affiliates and subsidiaries to collect, access, use, transmit and/or otherwise process (together, "Process") Personal Information and shall facilitate a reasonable method for us to obtain such information, for example via secure transfer from and/or authorized access to your student information systems. Unless otherwise expressly indicated, if you are subject to regulations in the United States, we Process Personal Information as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). When you authorize us to Process Personal Information on your behalf, you remain in control of and own that Personal Information.

**5.4. Personal Information Consents and Authority.** You represent and warrant that you have the authority to provide Personal Information to Blackboard for its use in accordance with the Agreement, and that you have obtained and provided all required consents and/or disclosures to Authorized Users regarding your sharing such Personal Information with Blackboard, including the collection of Personal Information directly from students under age 13, as permitted under the Children's Online Privacy and Protection Act ("COPPA"). Both parties agree to uphold their responsibilities under Laws governing Personal Information, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. You agree to Blackboard's fulfillment of any legally satisfactory request and consent by an Authorized User to download, export, save, maintain or transfer their own Personal Information.

**5.5. Use of Personal Information.** By submitting or providing us access to Personal Information, you agree that Blackboard, its affiliates, and subsidiaries, may Process the Personal Information solely for the purposes of (i) providing Products and Services to you, (ii) maintaining, supporting, evaluating, improving and/or developing our Products and Services and developing new Products and Services, (iii) enforcing our rights under the Agreement, and (iv) as permitted with the Authorized User's consent solely with respect to their own Personal Information. We shall not use Personal Information for targeted advertising.

**5.6. Use of De-Identified Data.** You agree that we may Process, both during and after the Term (defined below), data derived from Personal Information that has been de-identified and/or aggregated to reasonably avoid identification of a specific Authorized User or individual for research, development, analytics, and similar purposes.

**5.7. Personal Information Deletion, Access, Correction, and Retrieval Requests.** You may request that we delete, access, correct, or retrieve your Authorized User's Personal Information in our possession at any time by providing such a request in writing, and we shall comply with such request in a commercially reasonable time unless a shorter time is required by Law, and then in such shorter time. Any request received by Blackboard directly from an Authorized User to delete, access, correct, or retrieve their Personal Information shall be redirected to you, and such request shall only be accommodated at your direction. We will otherwise delete Personal Information within a commercially reasonable time following the end of the Term (defined below).

**5.8. Blackboard's Third-Party Service Providers.** You agree that Blackboard may provide access to Personal Information to certain third-party service providers, which have a legitimate need to access such information in order to provide their services to us as part of our provision of the Products and Services to you. You agree that Blackboard may only share Personal Information with third parties (i) in support of Blackboard's use of Personal Information as described in Section 5.5 above, (ii) to ensure legal and regulatory compliance, and (iii) to respond or participate in judicial process or to protect the safety of Blackboard or our users. All third-party service providers involved in the Processing of Personal Information will be subject to contractual terms related to data use, disclosure, retention and data security, that are materially similar to the relevant terms of the Agreement.

**5.9. Customer-Requested Third-Party Access.** If authorized by you or your Authorized User who is eligible to provide such consent under applicable law, you consent to allow us to provide access to Personal Information to Customer-requested third parties through the provision of our Products and Services under the Agreement. You agree that we are not responsible for the data practices of third parties with whom you or your Authorized User elects to share Personal Information, and that you are solely responsible for meeting any applicable requirements and the consequences of providing or transmitting Personal Information to such third parties, or authorizing those third parties to access Personal Information through the Products and Services.

**5.10. Data Localization.** You acknowledge and agree that your Personal Information may be stored or Processed in countries other than the country in which it was collected unless and except to the extent required by Law. Blackboard shall only transfer Personal Information outside the country in which you are located by means of legally recognized data transfer mechanisms or safeguards.

**5.11. EU Data Protection.** If you are subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation or similar statute, in relation to Personal Information we process on your behalf, the Agreement expressly incorporates by reference the data processing addendum ("DPA") available at <http://agreements.blackboard.com/bbinc/data-processing-addendum.aspx>. You agree that you are the controller of such information and that Blackboard is the processor of such information. If any term in the Agreement expressly conflicts with any term in the DPA, the conflicting term in the DPA shall control.

## 6. DATA SECURITY

**6.1. Data Security.** We will implement commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use, which may include where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files.

**6.2. Notification.** If we have a reasonable, good faith belief that an unauthorized party has acquired, accessed, or been disclosed Personal Information that you have provided us or that we have collected on your behalf under the Agreement, in a manner which compromises the security or privacy of such Personal Information ("Security Incident"), we will promptly, or if required by Law in such other time required by such Law, notify you and will use reasonable efforts to cooperate with your investigation of such Security Incident. You shall be responsible for the timing, content, and delivery of any legally required notification to your Authorized Users who are impacted by such Security Incident and to any regulator or third party in accordance with applicable law. If, due to a Security Incident which is caused by Blackboard or our agents' acts or omissions, any third-party notification is required under Law, we shall be responsible for the cost of such notifications. With respect to any Security

Incident which is not due to the acts or omissions of Blackboard or our agents, any third-party notifications, if any, shall be at your expense.

## 7. PROFESSIONAL SERVICES

**7.1.** If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors.

**7.2.** **Security.** While on Customer's premises, our employees and subcontractors will comply with all reasonable security practices prescribed by Customer to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Blackboard, its employees or subcontractors.

## 8. FEES AND TAXES

**8.1.** **Fees.** In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days' advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

**8.2.** **Overage Fees.** Your storage capacity and bandwidth ("Storage Capacity") and your number of Authorized Users and Active Users licenses may be limited as specified in the applicable Order Form or the support terms of the Agreement and you agree that any additional Storage Capacity Authorized End User and Active Users in excess of what is contemplated in the applicable Order Form or the support terms of the Agreement may be subject to additional fees. Any failure by Blackboard to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.

**8.3.** **Late Fees.** Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

**8.4.** **Taxes.** Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

**8.5.** **Purchase Orders.** You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form.

## 9. TERM AND TERMINATION.

**9.1.** **Term.** The term ("Term") is defined in the applicable Order Form referencing the Agreement.

**9.2.** **Termination for Breach.** If either party materially breaches any obligation under the Agreement, the non-breaching party may terminate the Agreement in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, Blackboard may terminate the Agreement immediately upon written notice to you if you materially breach the provisions of the license usage restrictions set forth in the Agreement. Except for termination rights in this section, the parties have no other right of early termination.

**9.3.** **Effect of Termination.** Upon termination of the Agreement or termination or expiration of any individual license, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Blackboard's uncurred material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

**9.4.** **Survival.** The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 10.4, 11, 12, 13, 17.5, 24.7, and 27.2 shall survive the termination of the Agreement for any reason.

## 10. GENERAL WARRANTIES.

**10.1.** **By Blackboard.** We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. "**Software Error**" means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us ("**Documentation**"), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

**10.2.** **Australian Consumer Law.** To the extent you are located in Australia: The supply of the Products or Services under this Agreement may be subject to the Australian Consumer Law, Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"). Where this is the case, the following statement applies in respect of any failure to comply with the consumer guarantees under the Australian Consumer Law: Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Laws apply, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, subject to the limitation of liability below. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**10.3.** **By Customer.** You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer.

**10.4. Disclaimer of Other Warranties.** EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

#### 11. MUTUAL LIMITATIONS OF LIABILITY.

**11.1. Consequential Damages Limitation.** EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

**11.2. Mutual Limitations of Liability.** EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**11.3. Essential Basis.** The Parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

**11.4. Australia Consumer Law.** To the extent you are located in Australia: THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON A PARTY BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO ABOVE IS LIMITED, AT THE OUR OPTION, TO: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OR EQUIVALENT GOODS; (2) THE REPAIR OF THE GOODS; (3) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (II) IN THE CASE OF SERVICES: (1) THE SUPPLYING OF THE APPLICABLE SERVICES AGAIN; OR (2) THE PAYMENT OF THE COST OF HAVING THE APPLICABLE SERVICES PERFORMED AGAIN.

#### 12. INDEMNITIES.

**12.1. Our Indemnity Obligations.** If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "Customer Indemnitee") resulting from our gross negligence or willful misconduct, or alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

**12.2. Exceptions.** Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c).

**12.3. Your Indemnity Obligations.** Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a "Blackboard Indemnitee") resulting from (a) any use of the Products and Services beyond the scope of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Blackboard Indemnitee. Blackboard shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) – (d) above.

**12.4. Exclusive Remedy.** EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

#### 13. CONFIDENTIALITY.

**13.1. Confidential Information.** "Confidential Information" means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Blackboard Property and all Customer Property.

**13.2. Nondisclosure and Nonuse.** Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

**13.3. Exceptions to Confidential Treatment.** Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

#### 14. MISCELLANEOUS MATTERS.

- 14.1. Severability.** If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- 14.2. Conflict Resolution.** If any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”). All arbitration proceedings will be conducted pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the Parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The applicable governing Law and place of the arbitration will be as follows: (a) if you acquired the applicable Product or Service in North America or South America, the governing Law is New York unless you are located in the United States and you are legally required to be bound by the state in which you are domiciled, and in such case, the governing law shall be such state and the place of arbitration is Washington, D.C.; (b) if you acquired the applicable Product or Service in Europe, the Middle East, or Africa, the governing Law is England and Wales and the place of arbitration is London, England; (c) if you acquired the applicable Product or Service in Australia or New Zealand, the governing Law is South Australia and the place of arbitration is Adelaide, South Australia; and (d) if you acquired the applicable Product or Service in a region not otherwise mentioned above, the governing Law is Singapore and the place of arbitration is Singapore.
- 14.3. Modification and Waiver.** No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.
- 14.4. Assignment.** Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger or consolidation of either party, or any entity that purchases a majority of the voting securities of either party, or all or substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.
- 14.5. Notices.** Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Blackboard Inc., Attn: General Counsel, 1111 19<sup>th</sup> Street NW, Washington DC, 20036 or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@blackboard.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt.
- 14.6. Export Control.** You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.
- 14.7. Force Majeure.** During a Force Majeure Event, neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other authorization of any government authority (“Force Majeure Event”).
- 14.8. Relationship.** Blackboard and Customer are independent contracting parties. The Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.
- 14.9. Entire Agreement.** The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.
- 14.10. Audit.** Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

## Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

### 15. BLACKBOARD LEARN™

**15.1. Grant of License and Test Copies for Self-Hosted Software.** Subject to your obligations under the Agreement, Blackboard grants you a non-exclusive, non-transferable, non-sublicenseable license to install and use one (1) production copy and one (1) Test Copy (as defined below) of the Software for one installation at Customer's Designated Server Site (as defined below) solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Property, including content, to your Authorized Users and to use the Documentation in support of your authorized use of the Software. You agree not to install or use any Software on any computer, network, system or equipment other than on a Designated Configuration at the physical location where the Software will be installed, as identified in the Order Form (the "Designated Server Site"), except with our prior written consent. The Software may access, use or integrate Java Software. Such Java Software is licensed to you under the terms of Oracle's Standard Binary Code License Agreement currently found at: <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>.

**15.2. Test Copies of Software or SaaS Services.** Self-hosted Software and SaaS Services licensees are provided one (1) Test Copy of the Software or SaaS Services. If you purchase the Blackboard Managed Hosting Non-Production Test Environment, we will host the Test Copy of the Software for you. A "Test Copy" is a copy of the Software or a sandbox environment for the SaaS Services used solely for non-production testing purposes and is not supported or warranted.

**15.3. Grant of Learn API License.** We grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access our public Learn-related API's ("Learn API"). The Learn API(s) are provided in the form of one of the following: a Building Block API, a REST API or a web service, that enables a "connection" into our servers. We will provide you with the information necessary to enable your use of the Learn API(s). You may not use or install the Learn API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the Learn API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our Services.

**15.4. FTE Definition for Pricing.** Unless otherwise specified in the Order Form, "FTE" is defined as the number of full-time students plus half of the part-time students enrolled at your institution.

**15.5. Higher Education Authorized Users.** If you are a higher education institution, an Authorized User means any individual who is a student resident in a degree- or certificate-granting program of yours, prospective student, consortia student registered to take one of your regularly offered courses of instruction, employee (solely to the extent any such employees use the Product and Service for your internal training purposes), trustee, or collaborating researcher of yours or one of such employees. Authorized Users shall also include non-traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses, not exceeding ten percent (10%) of the number of total FTEs specified in the Order Form; provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval.

**15.6. K-12 Authorized Users.** If you are a K-12 educational institution, an Authorized User means any individual who is a student, teacher, parent or legal guardian of student, or employee of yours (solely to the extent any such employee uses the Software for your internal training purposes).

**15.7. Corporate/Government Authorized Users.** If you are a corporate or governmental entity, Authorized User means any individual who is your employee or enrolled in a course of yours or your corporate affiliate (solely to the extent any such individual and employees use the Product and Service for your internal training purposes).

### 16. BLACKBOARD COLLABORATE

**16.1. Higher Education Authorized Users.** If you are a higher education institution, an Authorized User means any individual who is a student resident in a degree- or certificate-granting program of yours, prospective student, consortia student registered to take one of your regularly offered courses of instruction, employees, trustee, or collaborating researcher of yours or one of such employees (including invited third-parties thereof). Authorized Users shall also include non-traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses, not exceeding ten percent (10%) of the number of total FTEs specified in the Order Form; provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval.

**16.2. K-12 Authorized Users.** If you are a K-12 educational institution, an Authorized User means any individual who is a student, teacher, parent of student, or employee of yours (including invited third-parties thereof).

**16.3. Corporate/Government Authorized Users.** If you are a corporate or governmental entity, Authorized User means any individual who is your employee or enrolled in a course of yours or your corporate affiliate.

**16.4. Use Limitations.** Your license is solely for the purposes of creating, presenting, hosting, analyzing, viewing and delivering Events (as defined below) to Authorized Users, subject to any limitation of Seats (as defined below) specified in the Order Form. "Event" means a single live broadcast event transmitted over the SaaS Service created and/or sponsored in whole or substantial part by Customer or Customer's employees that is branded under Customer's name. The term "Events" shall include both live and archived Events. "Seat" means each Authorized User served by a stream of digitally encoded data that delivers an Event to such Authorized User in the SaaS Service and shall include an Authorized User's access to live Events and archived Events but does not include an access to a downloaded archived Event. A limitation on a number of Seats limits the number of unique Authorized Users of the Service.

**16.5. Storage.** Your storage capacity ("Storage Capacity") may be limited as specified in the Order Form or support terms of the Agreement. Storage in excess of the Storage Capacity is subject to additional fees and purchase.

### 17. BLACKBOARD CONNECT; MASS NOTIFICATION SERVICES

**17.1. Authorized Users; Recipients.** Your Authorized Users are your employees. You will only use the Product and Service to send messages to the number and type of Recipient(s) specified in the Order Form, and to the extent not so specified, as defined below. You will provide all contact data for Recipients (the "Recipient Data"). You represent, warrant and covenant that you will not use the Product and Service for the purpose of sending commercial messages, including, without limitation, offers to purchase, sell, barter or lease commercial products, goods, or services. Unless otherwise indicated on an Order Form, telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii, and Canada. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees, shall be payable by you or Recipient. Unless otherwise specified on the Order Form, a "Recipient" shall be the following with respect to each type of customer entity listed:

- **K-12 Institution:** Parents of enrolled students, administrators, students, faculty, staff, and board members of the institution.
- **Higher Education Institution:** Enrolled students, faculty, and staff of the institution.
- **Government:** Households, businesses, and other related individuals within the government entity's jurisdiction.
- **Corporate:** Employees, consultants, contractors, and board members of the corporation.

**17.2. Connect with Teacher.** Blackboard Connect with Teacher will enable your teachers to send pre-recorded telephone comments to parents of students in a designated language. We will provide support to a designated administrator ("Teacher Champion") at your institution or entity. The Teacher Champion will in turn support the teachers using the Blackboard Connect with Teacher Product and Service.

**17.3. Web Portal.** If you elect to link to and use the web interface provided by us (the "Web Portal"), you agree that the Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If you elect to use the Web Portal, we grant for the period of the Term (as defined below) to you a limited non-exclusive, worldwide, royalty-free license to place a digital image of the applicable sign-up Logo, which will be presented to you (the "Image"), on an appropriate page of your Internet site, with a hyperlink to our Web Portal site (the "Link") currently at <https://portal.blackboardconnected.com/>. You may not use any



other trademark or service mark in connection with the Image without our prior written approval. The Link may not be used in any manner to provide an Authorized User with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by you or anyone other than us. You may not allow the Image to be linked to any other web site. You may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. We will have the right to review all uses of the Image for quality control purposes and proper compliance. We reserve the right to modify permission to use the Image and/or the Link at any time.

**17.4. Weather Alerts.** If you are licensing our weather alerts Service, you agree that we are delivering weather information created and provided by a third-party public service, and not by us. Weather forecasting is an inexact science. We shall have no responsibility or liability whatsoever to you or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. **IN NO EVENT WILL WE BE RESPONSIBLE FOR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.**

**17.5. Representations, Obligations, and Indemnity.** You represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of Recipient Data, the Product and Service, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent using the Product and Service, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"), and where applicable, the legislation commonly referred to as Canada's Anti-Spam Legislation (S.C. 2010, c. 23) ("CASL"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained consents that may be required by the Telemarketing Laws, CASL and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; (e) you will have in place reasonable safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Product and Service; (f) you will not take actions that will subject Blackboard to any Laws due to the import of Recipient Data; (g) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not send Messages to Recipients who have opted out of receiving Messages from you; (h) if you purchase data from us, you will only use such data purchased from us to contact individuals pursuant to the use of the Product and Service and are prohibited from downloading or making copies of such data purchased from us if such activity would violate a Law or contract; and (i) where you are providing a Recipient count or other data for the purposes of our Product and Service pricing quotations, such information shall be true and correct. You will designate qualified personnel to act as liaisons between you and us respecting technical, administrative and content matters, and providing accurate and current contact information. We shall have the right to require you to provide a legal compliance plan in connection with your use of our mass notification services, and audit your compliance with such plan as well as with subsections (a), (b), (c), (d), and (g) above. Failure to comply with any provision of this Section 17.5 is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

**17.6. Emergency & Outreach Messaging.** If you are purchasing Messaging restricted by use-case, the following definitions shall apply. An "Emergency" is a serious and unexpected incident, situation, or natural phenomenon that may require action but is not immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An "Emergency Message" is a Message sent to all Recipients in connection with an Emergency. An "Outreach Message" is a Message sent to one or more Recipients for general outreach and informational purposes that is not an Emergency Message.

**17.7. Remedies and Disclaimers.** Due to the nature of mass notification services, in the event of the Product and Service's failure to comply with the Agreement, your sole and exclusive remedy shall be to terminate the Service. You agree that the Product and Service is not intended, nor designed, for use in high-risk activities, or in any situation where failure of the Product and Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE.** You agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Product and Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Product and Service.

**17.8. Training and Testing.** Blackboard makes training on the Product and Service available to you, and recommendations for periodic testing of the configurations and operations of the Product and Service for Customer. You acknowledge that taking advantage of such training on a reasonable basis for appropriate personnel and performing such testing is your responsibility, and that failure to do so could result in the Product and Service not functioning as expected.

**17.9. Marketing and Political Activities.** The applicable Products and Services shall not be used for marketing or political activities.

## **18. SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS**

**Third-Party Services.** You acknowledge that the Products and Services may assist you to access or themselves automatically access, interact with, and/or purchase services from third parties via third-party social media and similar websites or applications (collectively, the "Third-Party Services"). You authorize any such access. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, services provided, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Blackboard. Blackboard makes no representation and shall have no liability or obligation whatsoever in relation to the content provided to or available at, use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.

## **19. SCHOOLWIRES, EDLINE & WEBSITE COMMUNITY MANAGEMENT PRODUCTS**

**19.1. License Grant.** You shall have a right to use those website community management SaaS Services purchased under an Order Form. Certain SaaS Services may include use of a website or other web-based learning environment which is hosted by us (a "Site"). A Site which is built upon the designated website community management system is generally used as a client's primary internet website and additional Sites are typically used as one or more related sub-sites (such as an individual school's website or other secondary website). Where your licensing rights are limited by a specified number of Sites, such limit shall be determined by adding up all of your Sites, including both those that are used as primary websites and those used as secondary websites. In this regard, as used in the Order Form to establish licensing limitations, the following definitions shall apply:

"Channels." A group of one or more closely related FlexSites located within a Site. For example, an "Athletics" Channel may contain FlexSites for various teams such as Varsity Football, Varsity Soccer and Varsity Baseball.

"FlexSites." (Also referred to at times as "Sections"). A connected group of web pages devoted to a single topic or several closely related topics located within a Channel. For example, FlexSites can be used to provide online content for an individual class, club, athletic team and/or district policies. A client's rights of use in the SaaS Services are generally limited by a specified number of FlexSites as specified in the Agreement.

**19.2. Usage Limitations.** Depending on the website community management SaaS Services purchased, your use of the SaaS Services may be limited by bandwidth, storage or other limitations.

**19.2.1. Authorized Users.** Authorized Users of the website community management SaaS Services may only be comprised of students, teachers, administrators, parents, staff and community constituents directly enrolled or otherwise affiliated with your district or institution who you authorize to access and use the SaaS Services in support of your educational operations. However, where you have purchased rights of use in a Site which is designed to display public-facing content, third party visitors may access the screen displays on the Site on a remote, web-enabled basis in order to view the Site content which you have chosen to display to the public.

**19.2.2. Purposes.** You may only use the website community management SaaS Services in accordance with the uses contemplated in the pertinent Documentation.

**19.2.3. Authorized User accounts.** If you purchase rights of use in website community management SaaS Services which are designed to enable collaborative learning and social networking within a school district, your right to use these SaaS Services shall be limited by a specified number of Authorized User accounts. The "Authorized User account" limitation shall be specified in the applicable Order form and you shall not be permitted to allow use of the SaaS Services to anyone other than those individual account holders who are specified by name on a list maintained by you, where the total account holders shall not exceed the specified limitation.

**19.2.4. Participants and Classrooms.** If you purchase rights of use in website community management SaaS Services which facilitate a virtual international classroom exchange program, then your rights of use will be limited to a number of classrooms and associated participants as specified in the applicable Order Form.

**19.2.5. Passkey Manager.** If your license includes rights of use in the Passkey Manager, then our obligations to provide Support therefor shall extend only to the pre-built single sign-on configurations in the forms delivered by us as part of the general release version of this Service. We have no obligation to support the Passkey Manager if any third party changes their methodology or technology for authenticating their application or website resulting in a disruption of the pre-built configurations provided by us.

**19.3. Monitoring the Site.** You acknowledge that persons other than our employees, particularly students, may post inappropriate material on, or otherwise interfere with (e.g., by "hacking"), the Site. It may be difficult to determine precisely who took such actions or when they were taken. However, you agree that you are solely responsible and liable for monitoring the Site on a regular basis to ensure that it does not contain inappropriate material and is functioning properly. In the event that you discover any materials that should be removed from the Site, you will do so promptly or, if you cannot do so, will notify us immediately. In no event shall we be liable in any manner or form, or under any theory or cause of action, for inappropriate content or materials posted on your Site unless we post such content or materials.

**19.4. Your Responsibilities.** You acknowledge and agree that your use of the website community management SaaS Services does not and will not violate any applicable laws or third party rights. You acknowledge and agree to comply with all applicable privacy laws, including without limitation FERPA, COPPA and state laws relating to student data privacy, regarding your use of the services to provide content to and collect information from your Authorized Users and visitors, including, without limitation, by posting your privacy policy on your Site and for making all required disclosures and obtaining all required consents, if necessary, from such Authorized Users and visitors with respect to your collection, use, and disclosure of personal information.

**19.5. Authorized User Requirements.** You shall ensure that the computing systems utilized by you and your Authorized Users meet the required browser and other configurations then specified by us (in the Order Form or on our website) as necessary for the operation of the SaaS Services and Site (other than equipment provided by us as part of our hosting obligations). We reserve the right to modify these requirements from time to time and will notify you of any material modifications by e-mail or otherwise.

**19.6. Terms of Use and Privacy Policy.** Where we provide access to our Terms of Use and Privacy Policy on the Site, you shall not remove, disable, impede access to or otherwise modify them.

**19.7. Additional Ownership Rights.** In addition to the ownership rights described in the Agreement, we shall own all right, title and interest in all website templates, the design and layout (including the "look and feel") of the Site, the underlying architecture and framework of the Site, and other content or deliverables developed by us for the Site.

## **20. MOODLE CMS AND BLACKBOARD OPEN LMS**

Moodle Open Source software ("Moodle CMS") is licensed under a GNU General Public License "GPL" open source license. Your use and distribution of the Moodle CMS is governed by the terms of the GPL license and, notwithstanding any provision to the contrary herein, Blackboard makes no representations or warranties regarding its use other than as provided in Section 3 related to hosting and support services for Moodle CMS, if applicable.

**20.1. Authorized Users.** Your Authorized Users may not exceed the "Active User" limit specified in the Order Form. For this purpose, "Active User" means an Authorized User who has an account in the platform and is also enrolled in a visible course regardless of whether the course is then currently in use by Customer. Suspended users (a user account that is deactivated so that the user can no longer access the system until the account is activated again by the site administrator) or users with all enrollments suspended shall not be included in the Active User count. Authorized Users' use of the SaaS Service may not exceed the scope of these use provisions without the express written agreement of Blackboard and Customer's payment of an additional fee as reasonably determined by Blackboard.

## **21. MOBILE APPLICATIONS**

Blackboard provides software ("Mobile Software") to access many of the Products and Services via a mobile device. The use of Mobile Software is governed by the terms and conditions referenced in the application store (e.g., Apple, Inc. or Google, Inc. app stores) relevant to the Mobile Software except with regard to the collection, use, and deletion of Personal Information on your behalf, which is governed by the Agreement. Blackboard makes no representation regarding the availability of third-party application stores or the Mobile Software's compatibility with mobile devices.

## **22. SMARTVIEW™**

**22.1. Authorized Users.** Your Authorized Users are your employees. You will only use the Product and Service to provide help-desk guidance (including but not limited to guidance on financial aid, student accounts, registration and records) to current faculty and staff. In addition, if specified on the applicable Order Form, your current and prospective students may access the Self-Help portal of the Product and Service.

**22.2. Representations and Obligations.** You represent and warrant that: (a) you will comply with all applicable Laws, including those regarding Personal Information, in connection with your use of SmartView; (b) you will not store any Personal Information within SmartView; (c) you are responsible for communicating any necessary modifications to the Product and Service that arise due to changes in your internal policies or the Law; (d) in order to facilitate a reasonable method for us to obtain timely and automated access to institutional data, upon the Effective Date, your student information system (SIS) shall be integrated with Smartview, and depending on the scope of services, your learning management system (LMS) system and customer relationship management (CRM) system, may be integrated with Smartview; and (e) following the initial configuration of the Product and Service, you are responsible for any modifications or errors within the workflow routines in the Product and Service. The costs and timelines to complete any requested modifications to the Product and Service must be addressed in a mutually agreed Statement of Work.

**22.3. Remedies and Disclaimers.** You acknowledge that: (a) you are solely responsible for the accuracy of Personal Information or content in the Product and Service; (b) the KnowledgeBase in SmartView is for informational purposes only and it is your responsibility to update the content in the KnowledgeBase every twelve (12) months. Blackboard will not be held to any penalties associated with missed One Stop or Help Desk Service Level Agreements during any period where the KnowledgeBase has not been updated in the past twelve (12) months; (c) your Authorized Users will not provide any financial guidance or advice solely based on the Product and Service; (d) you agree that you are responsible for the actions or inactions of your Authorized Users; and (e) Blackboard shall have no liability associated with the guidance or advice provided to Students by such Authorized Users. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity

of government entities, you agree to defend, indemnify and hold us harmless against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the guidance or advice provided to Students using the Product and Service.

**22.4. Additional Fees.** In the event you do not integrate your system with Smartview as outlined in Section 22.2(d) above, Blackboard shall invoice you at the following specifications: for One Stop Services and Help Desk, you will be billed at the Premium Solution rate for the period of time that Smartview is not integrated with your systems; for Help Desk Services: (1) for per minute-based pricing models, we may charge you an additional 25% per minute; and (2) for per incident-based pricing models, we may charge you an additional 25% per incident.

### **23. STUDENT SUPPORT SERVICES**

**23.1. Types and Estimates of Student Support Services.** The Order Form will specify whether you have purchased inbound, live outbound, and/or automated outbound Student Support Services. The estimated number of annual Inbound Interactions, monthly Inbound Interactions, Average Handle Time, and quarterly Outbound Interactions, all as applicable and defined below, are also set forth on the Order Form. If these estimates exceed the actual parameters experienced in the relevant period, we shall be excused from any failure to meet any service levels for such period as outlined in the Statement of Work. The parties shall review the estimates at the end of any term and agree on updated estimates for any renewal term (including the payment of additional fees based on such updates), and update the Order Form accordingly.

**23.1.1. Inbound Interactions.** You represent that the estimated monthly Inbound Interactions is a reasonable estimate, and at the end of a term we shall be entitled to invoice you in accordance with the terms set forth herein. You acknowledge and agree that, if during any annual term, the actual number of Inbound Interactions exceeds your total Estimated Inbound Interactions ("Excess Inbound Interactions"), then at the end of the then-current annual term, we shall be entitled to charge you for all such Excess Inbound Interactions at a Per Incident Rate, plus a premium, as outlined in the Statement of Work. You may upwardly adjust estimated monthly Inbound Interactions for any future month upon delivery of 60 days' prior written notice to us.

**23.1.2. Live Outbound Interactions.** If the actual live Outbound Interactions exceeds the quarterly estimate by 15% or more, we will meet to determine whether the estimate for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees).

**23.2. Provision of Service Desk Infrastructure.** We shall provide the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable ("Service Desk Infrastructure") to Authorized Users designated by you who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on your behalf to provide the Student Support Services ("Authorized Customer Support Users") to students, faculty or staff members of yours located at or receiving or providing services through your institution ("Authorized Users").

**23.3. Implementation.** We shall provide an implementation project manager, implementation resources, and requisite tools to develop and implement your Student Support Services. Implementation services, development, and associated go-live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that your business processes necessitate a custom scope after contract signing, go-live dates could be impacted. We will also provide you with a customer service manager. During the implementation phase, the parties shall co-author the call script to be used by our representatives.

**23.4. Availability.** We shall use commercially reasonable efforts to make the Service Desk Infrastructure available. From time to time, it may be necessary for us to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure, as set forth in more detail in the Order Form.

**23.5. Your Responsibilities.** These responsibilities are essential to our achievement of service levels for you.

**23.5.1. Access.** You agree to provide us with any reasonable information and training required by us to establish the Service Desk Infrastructure. You will provide reasonable access to your personnel and arrange for us to have suitable access to your facilities (including suitable office space and resources for our personnel working on-site) and systems within your control necessary to perform the Student Support Services.

**23.5.2. Cooperation.** You agree to assign an executive sponsor and day-to-day project manager with final sign-off authority to review and approve processes, work-flow, knowledge base and escalation procedures regarding the Student Support Services. Your personnel will actively participate in review and planning meetings, trainings, and the communication of processes and documentation reasonably required to provide the Student Support Services.

**23.5.3. Usage Limitations.** You shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk Infrastructure and Student Support Services, including not causing or permitting third parties to access such infrastructure or services.

**23.6. Authorized Users.** You acknowledge that we will rely on information provided by you. You agree to provide such information that is reasonably requested by us from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized Users, (ii) the email addresses and/or phone numbers of Authorized Users, (iii) student demographic information, and (iv) headcount data.

**23.7. Representations and Indemnity.** If you request that we contact any Authorized User or other person on your behalf ("Recipient"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Student Support Services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent using the Student Support Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

**23.8. Changes and Oral Instructions.** You shall, to the extent reasonably possible, provide us with no less than 60 days' prior notice of events that you anticipate will increase volume of the Student Support Services. We may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if we receive an oral instruction to proceed from your project manager or another authorized representative and we send a written confirmation of the oral instruction to you.

### 23.9. Added Definitions.

**23.9.1. "Average Handle Time"** means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.

**23.9.2. "Inbound Interaction"** means a single inbound Support Request from an Authorized User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

**23.9.3. "Outbound Interaction"** means an outbound interaction between the Service Desk and an Authorized User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a Blackboard Service Desk member and an Authorized User or automated (e.g., outbound text messages). An Outbound Interaction does not include (i) inbound Student Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

**23.9.4. "Service Desk"** means our personnel that provide Student Support Services to Authorized Users under this Section 24.

**23.9.5. "Support Request"** means a request for assistance received by Blackboard's Service Desk and/or Service Desk Infrastructure from an Authorized User, such as any answered phone call, answered email, or answered chat.

**23.9.6. "Self-Service Incident"** means students getting the information that they need using self-service technologies.

**23.10. Travel.** You will reimburse us for all reasonable travel expenses incurred by our employees in connection with the delivery of our services, unless stated otherwise. In the event that you choose to cancel a scheduled on-site visit within two (2) weeks of the scheduled event, Blackboard may invoice you for associated travel change fees.

### 24. BLACKBOARD ALLY

**24.1. Grant of License.** With respect to the Blackboard Ally service, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to access and use the Blackboard Ally service made available by Blackboard.

**24.2. No advice.** We do not guarantee that the use of the Blackboard Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Blackboard Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.1), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.

### 25. PROFESSIONAL SERVICES

**25.1. Online Training Services.** Online Training classes are restricted to a maximum of 20 Authorized Users.

**25.2. Onsite Training Services.** Onsite Training classes are restricted to a maximum of 15 Authorized Users. You must provide all necessary equipment to facilitate the Onsite Training. If you cancel a scheduled Onsite Training workshop, you shall be charged a cancellation fee as follows: Prior to 21 days before the event: 20%, 15-21 days before the event: 60%, 8-14 days before the event: 100%, 1-7 days before the event: Fee as referenced in the Order Form.

**25.3. On-site Workshops or On-Site Consulting Visits.** In the event the Customer chooses to cancel a scheduled on-site training workshop or consulting visit within two (2) weeks of the scheduled event, Blackboard Consulting may invoice the Customer for the following for on-site consulting visits, the cost of all consultant hours scheduled for the site visit plus incurred travel change fees.

**25.4. Professional Services Expenses.** You shall reimburse us for all reasonable travel expenses incurred by our employees and subcontractors in connection with the performance of Onsite Training Services unless stated otherwise.

**25.5. Change Control.** Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the customer's review and consideration. The PCR requires customer and Blackboard approval to be valid and actionable, if applicable.

**25.6. Deliverables sign-off.** Customer will complete a review of all submitted draft deliverables, or set of artifacts, in five business days unless otherwise agreed to in writing.

### 26. MARKETING, ENROLLMENT, AND RECRUITMENT SERVICES

**26.1. Marketing Services: Ownership of Marketing Deliverables.** Marketing creative deliverables that are created or developed by Blackboard specifically for you pursuant to a Blackboard marketing services Statement of Work ("Marketing SOW"), including all marketing and media plans, and creative content such as slogans, artwork, media content, image files, videos, drawing, photographs, graphic material, film, music and web sites ("Customer Marketing Deliverables") shall be owned by you. You hereby license the Customer Marketing Deliverables to Blackboard during the Term of the Agreement solely to permit Blackboard to carry out its obligations under this Agreement and any associated Marketing SOW's. To the extent that any deliverable created under a Marketing SOW includes Blackboard intellectual property, Blackboard hereby licenses such Blackboard intellectual property to Customer for use solely as part of such deliverable. Such license shall survive expiration of the relevant Marketing SOW. Customer agrees that Blackboard shall have no obligation to host any of the deliverables under a Marketing SOW following the termination of such Marketing SOW.

**26.2. Enrollment Services: Representations and Indemnity.** If you request that we contact any prospective student, Authorized User, or other person on your behalf ("Recipient"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Enrollment Services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 22, 2019**

**TOPIC: APPROVE RENEWAL OF LICENSES AND SUPPORT AGREEMENT FOR DOCUMENT MANAGEMENT SYSTEM**

**BACKGROUND:**

The Board of Education approved the purchase of the DocuNav Solutions electronic document management software solution system on September 26, 2017. The licenses and support agreement are due for renewal. DocuNav's Laserfiche software utilizes electronic workflow that allows automated business processes that include document management, compliance management, document imaging and comprehensive business workflows. It is also a repository for transcripts, special education historical records and employee records. It replaces paper forms with automated forms that collect and route digitally and integrate into existing business applications including MUNIS and Document Warehouse.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Renewal of Licenses and Support Agreement for Document Management System
2. Decline to Approve Renewal of Licenses and Support Agreement for Document Management System
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Licenses and Support Agreement for Document Management System

**FUNDING SOURCE**

*Additional Details*

TRE

198-53-6249-XXX-999-99-423-000000

**COST:**

\$98,299.00

**VENDOR:**

DocuNav Solutions

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code (section 44.031 U) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-3277. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

Renewal of the licenses and agreement will continue to allow all campuses and departments to efficiently manage documents, automate business processes and workflow.

**INFORMATION SOURCE:**

Art Cavazos



## DOCUNAV SOLUTIONS PRIORITY SUPPORT AGREEMENT

The cornerstone of the DocuNav Customer Support program is Priority Support Service. Priority Support Service provides expert troubleshooting. Priority Support Service additionally provides you with answers to ensure smooth, productive operation of your system. DocuNav Solutions technical support team consists of expert problem-solvers trained to support customers across their complete Laserfiche / DocuNav solution. They troubleshoot, identify problems, and provide issue resolution—even when the issue is beyond Laserfiche. Support extends to troubleshooting with scanners, security, firewalls, networks, databases, operating systems, virtual machines and interfaces with 3<sup>rd</sup> party applications. With a Priority Annual DocuNav Support Agreement (PR DSA), you're entitled to the services listed below.

### **Priority Support Services**

You can expect a response from our support team within 4 hours of reporting any issue to start the resolution process. Our PR DSA customers also receive expedited escalation of any issues that are mission critical to minimize system downtime.

All support services start with an e-mail or phone call to the DocuNav support team. Customers should identify valid technical support contacts for their organization and inform DocuNav of their authorized contacts. Authorized contacts should first e-mail or call to report service issues/questions. Emails should be directed to [support@docunav.com](mailto:support@docunav.com). The e-mail should include information regarding the issues and/or questions. To speak with the support team, call 800-353-2320, option 3. As our support staff works on your cases, they may bring in additional staff expertise as needed to resolve your issues or answer your questions. We will prioritize incoming email support issues and phone calls for our PR DSA customers (within the 4-hour response time); for example, a system failure will receive a response before a scanning issue.

#### ***Priority Support includes:***

- 4 Hour Response Time
- Remote Log-in Capabilities
- Support issues are logged into our system and tracked through completion
- Issue escalation to software developers when appropriate
- Annual 4 hour System Review with experienced DocuNav technical staff
- Free enrollment to Laserfiche Certified Professional Program
- Access to certain DocuNav specialized products at no additional charge—to enhance solution
- Access to the Laserfiche Software Assurance Plan (LSAP)

#### ***Priority Support Services offers assistance with:***

- Installation and operation support services—to verify the software is operational
- Information services—to interpret error messages and suggest corrective actions
- Troubleshooting services across complete solution—to verify issues being addressed (even when issue extends beyond Laserfiche), to suggest problem-solving techniques, to determine work around solutions, to identify and resolve issues with supported peripherals and hardware
- Advice on proper system configuration and general best practices suggestions for Laserfiche Administration

***Scheduled After Hours Support:***

- After Hours: After 5pm CST/ Before 8am CST Monday-Friday, and Weekend Hours: Saturday- Sunday
- Multiplier is x1.5 regular professional services rate
- Tasks must be scheduled, minimum ½ day when scheduling on-site services

***Optional 24/7 365 Days Support:***

- DocuNav Priority Support Customers will be provided with support contact information to use for emergency support issues that may arise after normal support hours.
- Emergency Technical Support Access Fee is 10% of Priority DSA
- Multiplier is x3 regular professional services rate
- Support applies **24 Hours/Day, 7 Days/Week, and 365 Days/Year** – No Exclusion

Support hours are Monday - Friday 8:00 a.m. - 5:00 p.m., Central Standard Time, excluding holidays.

**DocuNav Service Level Agreement with Respect to 4 Hour Response Time Commitment**

In the event DocuNav does not meet the guaranteed four-hour response time commitment for troubleshooting technical support issues, then DocuNav will owe customer a credit back based upon the following:

- Credit owed will be calculated as follows:
  - One full day of support cost per instance (Customer's Annual DSA Cost / 365 days)
  - Credit is limited to one day per instance
  - Credit to be applied to professional services hours on the next billing period
- Customer's responsibilities in order for credit to be received include:
  - Customer must notify DocuNav through the above notification channels
    - Email [support@docunav.com](mailto:support@docunav.com) or call the 800 number and leave a detailed message with direct contact information
    - Customer may not call or email individuals directly for credit to apply

**Laserfiche Software Assurance Plan**

Your DocuNav PR DSA also includes the Laserfiche Software Assurance Plan (LSAP). Please see included LSAP document, Exhibit A, which is incorporated by reference.

LSAP entitles you to receive access to the [Laserfiche Support Site](#) where you'll find detailed technical information to help you optimize system performance and maximize uptime.

***Online Resources Available:***

- Knowledge Base articles
- Training Resources
- Forums
- Downloads
- Laserfiche Code Library

**Technical Support Team**

DocuNav's technical support team is comprised of implementation experts, technicians, trainers, and software developers. DocuNav's technical support team is recognized by Laserfiche, as Gold-Level Certified for their support services. Every one of DocuNav's multiple support staff members is tested and mandated to retain current certifications across the Laserfiche product suite.

**DocuNav Integration Support**

DocuNav PR DSA also includes support across all DocuNav integration tools. Your current support contract will allow you direct access to the developers of the integration tools ensuring a knowledgeable response.



### **Software Updates and Feature Enhancements**

Your PR DSA includes comprehensive software assurance plans to help preserve your investment by delivering periodic updates that extend the benefits of the original purchase. These plans include crucial point updates, patches and service packs as released by Laserfiche throughout the year. Another advantage is Laserfiche full version releases are also offered at no additional cost as part of your PR DSA.

All DocuNav software will also follow along the same update schedule. As Laserfiche updates become available, DocuNav will release any necessary updates to DocuNav software ensuring customers maintain seamless compatibility across their solutions.

DocuNav tests all manufacturers' updates and consults with customers on an individual basis. After consultation, DocuNav will make recommendations for each customer's unique system on the optimal timing in the release cycle to consider updating. DocuNav's knowledgeable staff protects and guides customers to the most successful deployment of future updates and enhancements of their solutions.

### **Internet services and remote access**

This service provides our PR DSA clients with remote access to the same quality assistance and advice that they would receive from an on-site visit by one of our technicians. Using remote connectivity, a DocuNav technical staff member can connect to your system and control your screen as you watch and speak with us over the phone. This powerful, interactive technique allows us to assist you in various tasks.

### **Annual System Review**

Annually, a 4-hour remote system review with an experienced DocuNav technical team member has been included with your DocuNav PR DSA. This event can be scheduled by contacting your DocuNav Account Manager and can occur anytime throughout the year of your DocuNav PR DSA. During the annual system review, DocuNav technical staff will analyze the configuration of the existing Laserfiche application server, database, and backup procedures. Additionally, the Laserfiche configuration will be reviewed to include volume structures, folder trees, security and template field creation. Upon completion of the review, DocuNav will provide the customer with documentation detailing the findings as well as best practice recommendations for adjustments that would enhance the solution.

### **Extended User Education**

Using hands-on teaching methods, end-user education courses are held throughout the year to help you design, develop, and maintain your DocuNav solution. Led by experienced teachers, you gain knowledge and expertise of your DocuNav Solution. Optional free webinars covering a variety of topics are also available throughout the year. Whether on-site or remote, the sessions provide improved employee understanding of your system and increased utilization.

Free enrollment to a variety of courses available through the Laserfiche Certified Professional Program (CPP) is also included and is a staple of your PR DSA. Every CPP certification includes online training that you can access from anywhere at any time. Through the CPP's comprehensive online training, you can gain complex content management skills without having to travel or spend time in the classroom. Along with online training videos, you receive a full training manual with screenshots and a detailed walkthrough of all the functionality relevant to the CPP course you are taking. CPP courses are limited. Please see chart below for a breakdown of how many employees per organization may register for courses.

Laserfiche CPP Registration Chart	
Laserfiche Named Full User Count	Number of Registrants
20 users or less	1 person
21 – 100 users	2 people
101 – 500 users	4 people
501 + users	8 people

### **Laserfiche Empower Conference**

Laserfiche Empower Conference is an annual educational and networking event with over 3,000 Laserfiche customers, partners, and IT professionals. As part of your PR DSA, DocuNav will pay conference registration fees for your employees to attend. We encourage you to sign-up for Empower Registration as early as you can because the number of total registrations we pay for is limited per year. Please see the chart included below for a breakdown of how many employees per organization are eligible for free conference registration.

Laserfiche Empower Registration Chart	
Laserfiche Named Full User Count	Number of Registrants
20 users or less	1 person
21 – 100 users	2 people
101 – 500 users	4 people
501 + users	8 people

### **How to Register for CPP & Laserfiche Empower Conference**

To register employees for the CPP courses and/or the Laserfiche Empower Conference, please email [sales@docunav.com](mailto:sales@docunav.com).

[Skip to Content](#)[All Contracts & Services](#)[Resources](#)[Information for Vendors](#)[About DIR](#)

## Texas Department of Information Resources

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

# VP Imaging Inc. dba DocuNav Solutions

<b>Vendor ID</b>	1752738222400	<b>DIR Contract</b>	DIR-TSO-3277
<b>URL</b>	<a href="#">Vendor Website</a>	<b>Number</b>	
<b>HUB Type</b>	Non HUB	<b>Contract Term End</b>	10/28/2019
		<b>Date</b>	
		<b>Contract Exp Date</b>	10/28/2019

### Contact VP Imaging Inc. dba DocuNav Solutions Contact DIR

<b>Contact</b>	<a href="#">Ashley Jackson</a>	<b>Contact</b>	<a href="#">Thuvan Huynh</a>
<b>Phone</b>	(800) 353-2320	<b>Phone</b>	+15124754620
<b>Fax</b>	(469) 327-4264	<b>Fax</b>	(512) 475-4759

### How To Order

1. For product and pricing information, visit the [VP Imaging Inc. dba DocuNav Solutions](#) website or contact [Ashley Jackson](#) at (800) 353-2320
2. Generate a purchase order made payable

[Show more](#)

### Available Brands (3 total)

DocuNav  
Laserfiche  
Services

[Show more](#)

### Available Products & Services (1 total)

Software

[Show more](#)

### Commodity Codes (21 total)

204-54 - Microcomputers, Handheld, Laptop, and Notebook  
204-68 - Peripherals, Miscellaneous: Joy Sticks, Graphic Digitizers, Light Pens, Mice, Pen Pads, Trackballs, Secure I.D. Access

[Show more](#)

## Contract Overview

VP Imaging Inc. dba DocuNav Solutions offers Education Information Technology (IT) Products and Related Services (Brand: Laserfiche)

## Contract Documents

- [DIR-TSO-3277 Contract PDF \(156.37KB\)](#)
- [DIR-TSO-3277 Appendix A Standard Terms and Conditions \(per Amendment 4\) PDF \(419.03KB\)](#)
- [DIR-TSO-3277 Appendix B HUB Subcontracting Plan PDF \(884.42KB\)](#)
- [DIR-TSO-3277 Appendix C Pricing Index \(per Amendment 2\) PDF \(156.29KB\)](#)
- [DIR-TSO-3277 RFO DIR-TSO-TMP-213 PDF \(594.31KB\)](#)
- [DIR-TSO-3277 Amendment 1 PDF \(132.38KB\)](#)
- [DIR-TSO-3277 Amendment 2 PDF \(152.73KB\)](#)
- [DIR-TSO-3277 Amendment 3 PDF \(123.03KB\)](#)

- [DIR-TSO-3277 Amendment 4 PDF \(122.6KB\)](#)
- [DIR-TSO-3277 Amendment 5 PDF \(138.07KB\)](#)

## Electronic and Information Resources (EIR) Accessibility

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

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

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300 W. 15th Street, Suite 1300  
Austin, TX 78701 | 512.475.4700

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[View on Map](#)



VP Imaging, Inc. dba DocuNav Solutions  
 8501 Wade Blvd., Suite 760  
 Frisco, TX 75034  
 800-353-2320



**DocuNav Contact:**  
 Accounts Payable

**Date:** 9/18/2019  
**Quote:** 42578

**ANNUAL SUPPORT AGREEMENT**

247	ENF02	Laserfiche Rio Named Full Users (Per user; 200-499 users)Named User pricing includes the following features: Unlimited Laserfiche Servers, Workflow, Web Access (including the SharePoint integration and Web Access Light), Advanced Audit Trail, Snapshot, E-mail.	\$162.00	<b>\$40,014.00</b>
247	EFRM	Laserfiche Forms (per user)	\$16.20	<b>\$4,001.40</b>
247	ERM	Laserfiche RIO Records Management Edition	\$16.20	<b>\$4,001.40</b>
247	ECNC	Laserfiche Connector	\$8.10	<b>\$2,000.70</b>
1	QFA	Laserfiche RIO Quick Fields Agent	\$2,700.00	<b>\$2,700.00</b>
2	QCX	Laserfiche RIO Quick Fields Complete (Includes Laserfiche RIO Quick Fields Core package plus Document Classification, Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition, and Auto Stamp/Redaction/Bates Num.)	\$4,050.00	<b>\$8,100.00</b>
1	IA	Laserfiche RIO Import Agent	\$405.00	<b>\$405.00</b>
1	EPXFRM	Laserfiche Forms Enterprise Portal Add-on	\$6,480.00	<b>\$6,480.00</b>
1	PPMX	Laserfiche RIO Public Portal License for Multiprocessor Machine (Includes Laserfiche WebLink and retrieval connections). License is for multiple processors and must match the number of processors enabled on the server hardware where the Laserfiche Application Server is installed. The Portal License will enable WebLink users to connect to a single application server.	\$20,250.00	<b>\$20,250.00</b>
1	DNCONV10	DocuNav Conversion Utility	\$0.00	<b>\$0.00</b>
1	JEDCOM 02	Laserfiche Annual Subscription Licensing: Education Users (Block of 5,000 Licenses) *User Capabilities: provides read-only repository access and the ability to participate in forms processes for accredited educational institutions	\$19,141.75	<b>\$19,141.75</b>
1	DN DIR DSA	DocuNav Solutions DIR Support Discount (10%-off) *Please See DIR Contract # DIR-TSO-3277 - DIR-TSO-3277	\$(8,795.25)	<b>\$(8,795.25)</b>

*\*Note: All quotes expire **90 days** from above date. Please call your DocuNav contact for any changes.*

<b>Subtotal</b>	\$107,094.25
<b>Discount</b>	\$-8,795.25
<b>Tax</b>	\$ .00

Sign Here

Date

**Total \$98,299.00**

**Payment Terms:** All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel and expenses for out of state professional services time.

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE AUTHORIZATION TO AWARD CONTRACT FOR  
BALANCED LITERACY TRAINING**

**BACKGROUND:**

Audrey Bragg is an experienced classroom teacher who believes that learning occurs best in an environment where learners are both nurtured and challenged and where instruction is based on practices that are proven, authentic, and meaningful. Audrey is, herself, an innate learner who constantly strives to increase her knowledge base and to refine her practice by taking her learning to an application level. This makes her an especially effective trainer. Whether working with teachers, administrators, paraprofessionals, or parents, Audrey speaks from an informed stance based on 29 years of classroom and consulting experience, a factor which enables her audiences to more readily understand and appreciate the information she shares.

Audrey's rich professional accomplishments include working with gifted and striving students, developing curriculum, designing and piloting innovative programs, serving as a demonstration teacher for effective classrooms, and co-authoring student materials for a commercial publisher. As a consultant to many districts across Texas, Audrey works to design, deliver, and support the implementation of effective literacy programs and professional development efforts. She is recognized as a highly effective change agent whose efforts stem from a sincere desire to help every student and every teacher reach his or her potential.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the authorization to award contracts for balanced literacy training.
2. Decline to Approve the authorization to award contracts for balanced literacy training.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the authorization to award contracts for balanced literacy training.

**FUNDING SOURCE**

*Additional Details*

General Fund	199-21-6299-011-999-99-138-000000 \$41,800.00
General Fund	199-21-6299-015-999-99-136-000000 \$30,800.00

**COST:**

\$72,600.00

**VENDOR:**

Audrey Bragg Consulting LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-T

Number of Bid/Proposals received: 17

HUB Firms: 4

Compliant Bids: 17

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

***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

All Elementary, Middle, and High School Campuses

## **RATIONALE:**

To work towards student achievement in the area of writing, Audrey Bragg collaborates with the FWISD Elementary and Secondary Curriculum Departments to thoughtfully plan and implement effective training, demonstrates model writing lessons with FWISD students, followed by coaching and providing encouraging feedback tailored to each teacher's learning style and needs.

The goals of professional development with Audrey Bragg are that the FWISD 2nd-8th grade teachers learn new strategies to refine and polish the teaching of writing, apply daily what they have learned to improve and lift the level of their teaching, and that the students' writing reflects growth based on this training, model lessons, coaching and feedback.

## **INFORMATION SOURCE:**

Jerry Moore





# LITERACY TRAINING CONTRACT

## Audrey Bragg Consulting LLC

EIN# -9083

www.audreybragg.com

6401 Widgeon Drive

Plano, TX 75024

214.215.3141

audrey\_bragg@yahoo.com

2019 -2020	FORT WORTH ISD ELEMENTARY BALANCED LITERACY TRAINING	Participants
	<p><b>Writing Workshop: Units of Study Overview (AM/PM)</b> Teachers will learn more about implementing writing lessons based on the TEKS as they run a writing workshop.</p>	Elementary Teachers, Coaches, and Administrators Grades 2-5
	<p><b>Writing Workshop: Demonstration Lessons and Debriefing / Q &amp; A Sessions</b> Teachers can observe writing demonstration lessons with their own students as Audrey models writing strategies for TEKS Genres, STAAR writing strategies, and STAAR revision and editing strategies through the Units of Study.  Teachers will have a time to debrief with Audrey to ask questions and learn new tips for writing workshop.</p> <p>AM 8:25 - 9:25 Demonstration Lesson 9:30 - 10:30 Demonstration Lesson 10:40 - 11:10 Debrief and Q &amp; A</p> <p>PM 12:45 - 1:45 Demonstration Lesson 1:55-2:55 Demonstration Lesson 3:00 - 3:30 Debrief and Q &amp; A</p>	Elementary Teachers, Coaches, and Administrators Grades 2-5
	<p><b>Cancellation Policy Six-Week Notice:</b> To cancel a training date, a six-week cancellation notice policy is required in writing prior to the actual date. If a date needs to be rescheduled before the six-week notice but cannot be rescheduled, the fee will be paid in full if the day is cancelled. Every effort will be made to reschedule the day with the advanced six-week notice. Thank you!</p> <p>_____ Date FWISD Administration <i>Audrey Bragg</i> Audrey Bragg, Literacy Consultant Audrey Bragg Consulting LLC</p> <p>_____ Date 9/26/19</p>	
	<p><b>Total for Elementary Literacy Training:</b> 14 All-inclusive training days at \$2,200.00 = \$30,800.00</p>	



# LITERACY TRAINING CONTRACT

## Audrey Bragg Consulting LLC

EIN# -9083

www.audreybragg.com

6401 Widgeon Drive

Plano, TX 75024

214.215.3141

audrey\_bragg@yahoo.com

2019-2020	FORT WORTH ISD MIDDLE SCHOOL BALANCED LITERACY TRAINING	PARTICIPANTS
	<p>Writing Workshop: Units of Study /STAAR / Revision and Editing Demonstration Lessons, Planning, and Debriefing</p> <p>Grade 6 &amp; 7: Units of Study and 7<sup>th</sup> Grade STAAR Grade 8: Units of Study and English I STAAR</p>	<p>MS Secondary Teachers, Coaches, and Administrators</p>
	<p><b>Cancellation Policy Six-Week Notice:</b> To cancel a training date, a six-week cancellation notice policy is required in writing prior to the actual date. If a date needs to be rescheduled before the six-week notice but cannot be rescheduled, the fee will be paid in full if the day is cancelled. Every effort will be made to reschedule the day with the advanced six-week notice. Thank you!</p> <p>_____ Date</p> <p>FWISD Administration</p> <p>_____ Date</p> <p><i>Audrey Bragg</i> Audrey Bragg, Literacy Consultant Audrey Bragg Consulting LLC</p>	
	<p><b>Total for Middle School Literacy Training:</b> 19 All-inclusive training days at \$2,200.00 = \$41,800.00</p>	

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 22, 2019**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED  
SEPTEMBER 30, 2019**

**BACKGROUND:**

The 2019-2020 Consolidated General Fund Budget was initially adopted on June 25, 2019 and last amended through the period ended July 31, 2019. During the month of September 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 September 30, 2019
2. Decline to Approve Budget Amendment for the period ended September 30, 2019
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Amendment for the period ended September 30, 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:**

Elsie Schiro

**Consolidated General Fund  
Budget Amendments 2019-2020  
For The Period Ended September 30, 2019**

	<b>Consolidated General Fund 2019-2020 Amended Budget 7/31/2019</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2019-2020 Amended Budget 9/30/2019</b>
<b>REVENUE &amp; OTHER SOURCES</b>			
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
<b>Total Revenue &amp; Other Sources</b>	<b>\$797,560,215</b>	<b>\$0</b>	<b>\$797,560,215</b>
<b>EXPENDITURES</b>			
11 Instruction	\$492,768,257	(\$199,895)	\$492,568,362
12 Instruction Resources and Media Services	\$11,802,652	(\$7,290)	\$11,795,362
13 Curriculum and Instructional Staff Development	\$10,878,832	\$96,380	\$10,975,212
21 Instructional Administration	\$15,958,673	\$109,494	\$16,068,167
23 School Administration	\$50,866,756	\$51,620	\$50,918,376
31 Guidance and Counseling Services	\$50,526,127	\$57,336	\$50,583,463
32 Social Work Services	\$6,931,178	(\$60)	\$6,931,118
33 Health Services	\$10,547,270	\$0	\$10,547,270
34 Student Transportation	\$21,024,926	\$0	\$21,024,926
35 Food Services	\$260,367	\$7,500	\$267,867
36 Cocurricular/Extracurricular Activities	\$15,263,554	\$71,900	\$15,335,454
41 General Administration	\$20,442,819	\$324,769	\$20,767,588
51 Plant Maintenance and Operations	\$83,027,036	\$1,753,879	\$84,780,915
52 Security and Monitoring Services	\$12,370,996	\$14,900	\$12,385,896
53 Data Processing Services	\$18,466,199	(\$1,487,263)	\$16,978,936
61 Community Services	\$6,183,847	(\$16,520)	\$6,167,327
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$15,315,524	(\$776,750)	\$14,538,774
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	\$0	\$2,720,000
<b>Total Budgeted Expenditures</b>	<b>\$845,524,705</b>	<b>\$0</b>	<b>\$845,524,705</b>
<b>Total Deficit</b>	<b>(\$47,964,490)</b>	<b>\$0</b>	<b>(\$47,964,490)</b>
Beginning Fund Balance (Unaudited)	199,909,528		199,909,528
Fund Balance-Ending (Unaudited)	<b>\$151,945,038</b>		<b>\$151,945,038</b>

September 30, 2019 Budget Amendment		Increase	Decrease	Net Effect
<b>Object</b>	<b>Revenue</b>			
5700				
5800				
5900		0	0	
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Function</b>	<b>Expenses</b>			
11	Transfer from function 13 to purchase Its Learning contract	94,500		
	Transfer to function 13 & 23 allocate budget for turn-a-round plan at Poly		177,800	
	Transfer to function 36 for supplies & materials needed at IM Terrell for addl grade level		47,200	
	Transfer to function 21 for consultants		49,500	
	Campus/Dept. normal course of District operations		19,895	
	<b>Overall effect on Function 11</b>	<b>94,500</b>	<b>294,395</b>	<b>(199,895)</b>
12	Campus/Dept. normal course of District operations		7,290	
	<b>Overall effect on Function 12</b>	<b>0</b>	<b>7,290</b>	<b>(7,290)</b>
13		80,000		
	Transfer to function 11 to purchase Its Learning contract		94,500	
	Transfer from function 11 allocate budget for turn-a-round plan at Poly	119,800		
	Campus/Dept. normal course of District operations		8,920	
	<b>Overall effect on Function 13</b>	<b>199,800</b>	<b>103,420</b>	<b>96,380</b>
21	Transfer from function 61 to fund LDN contract agreement	164,494		
	Transfer from function 11 for consultants	49,500	80,000	
	Campus/Dept. normal course of District operations		24,500	
	<b>Overall effect on Function 21</b>	<b>213,994</b>	<b>104,500</b>	<b>109,494</b>
23	Transfer from function 11 allocate budget for turn-a-round plan at Poly	58,000		
	Campus/Dept. normal course of District operations		6,380	
	<b>Overall effect on Function 23</b>	<b>58,000</b>	<b>6,380</b>	<b>51,620</b>
31	Transfer to function 31 to fund supplies, copier and contract services for new family action center	17,020		
	Transfer from function 13 to fund conf fees for counseling staff	29,295		
	Campus/Dept. normal course of District operations	11,021		
	<b>Overall effect on Function 31</b>	<b>57,336</b>	<b>0</b>	<b>57,336</b>
32	Campus/Dept. normal course of District operations		60	
	<b>Overall effect on Function 32</b>	<b>0</b>	<b>60</b>	<b>(60)</b>
33	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 33</b>	<b>0</b>	<b>0</b>	<b>0</b>
34	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 34</b>	<b>0</b>	<b>0</b>	<b>0</b>
35	Campus/Dept. normal course of District operations	7,500		
	<b>Overall effect on Function 35</b>	<b>7,500</b>	<b>0</b>	<b>7,500</b>
36	Transfer from function 41 for rental facility placed incorrect function	15,000		
	Transfer to function 36 for supplies & materials needed at IM Terrell for addl grade level	47,200		
	Campus/Dept. normal course of District operations	9,700		
	<b>Overall effect on Function 36</b>	<b>71,900</b>	<b>0</b>	<b>71,900</b>
41	Transfer from function 53 for Let's Talk contract	213,150		
	Transfer to functions 36 & 51 for rental facility placed incorrect function		57,000	
	Transfer from function 53 to fund contract for ERS (master scheduling)	150,000		
	Transfer from to purchase W-2 and 1099 printers	9,619		
	Campus/Dept. normal course of District operations	9,000	0	
	<b>Overall effect on Function 41</b>	<b>381,769</b>	<b>57,000</b>	<b>324,769</b>

September 30, 2019 Budget Amendment		Increase	Decrease	Net Effect
51	Transfer from function 81 to cover rolled P.O.s placed incorrect function	776,750		
	Transfer from function 41 for rental facility placed incorrect function	35,000		
	Transfer from function 53 to fund Erate	950,000		
	Campus/Dept. normal course of District operations		7,871	
	<b>Overall effect on Function 51</b>	<b>1,761,750</b>	<b>7,871</b>	<b>1,753,879</b>
52	Transfer from function 51 for security contract	10,000		
	Campus/Dept. normal course of District operations	4,900		
	<b>Overall effect on Function 52</b>	<b>14,900</b>	<b>0</b>	<b>14,900</b>
53	Transfer to function 21 to fund LDN contract agreement		164,494	
	Transfer to function 41 for Let's Talk contract		213,150	
	Transfer to function 51 to fund Erate		950,000	
	Transfer to function 41 to fund contract for ERS (master scheduling)		150,000	
	Campus/Dept. normal course of District operations		9,619	
	<b>Overall effect on Function 53</b>	<b>0</b>	<b>1,487,263</b>	<b>(1,487,263)</b>
61	Transfer to function 31 to fund supplies, copier and contract services for new family action center		17,020	
	Campus/Dept. normal course of District operations	500	0	
	<b>Overall effect on Function 61</b>	<b>500</b>	<b>17,020</b>	<b>(16,520)</b>
81	Transfer to function 51 to cover rolled P.O.s placed incorrect function		776,750	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 81</b>	<b>0</b>	<b>776,750</b>	<b>(776,750)</b>
	<b>Total</b>	<b>2,861,949</b>	<b>2,861,949</b>	<b>0</b>

# FORT WORTH INDEPENDENT SCHOOL DISTRICT



## SUMMARY OF 2019-2020 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND



	ORIGINAL	ADD/ SUBTRACT	7/31/19	ADD/ SUBTRACT	8/31/19	ADD/ SUBTRACT	REVISED 9/30/19
<b>Resources (Inflows):</b>							
5700 Local and Intermediate Sources	\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807
5800 State Program Revenues	\$390,581,792	4,796,616	\$395,378,408		\$395,378,408		\$395,378,408
5900 Federal Program Revenues	\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000
7900 Other Financing Sources	\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000
<b>Amounts Available for Appropriations</b>	<b>792,763,599</b>	<b>4,796,616</b>	<b>797,560,215</b>		<b>797,560,215</b>		<b>797,560,215</b>
<b>Charges to Appropriations (Outflows)</b>							
11 Instruction	474,885,825	17,882,432	492,768,257		492,768,257	(199,895)	492,568,362
12 Instructional Resources and Media Services	11,487,868	314,784	11,802,652		11,802,652	(7,290)	11,795,362
13 Curriculum Development and Instructional Personnel Development	10,756,296	122,536	10,878,832		10,878,832	96,380	10,975,212
21 Instructional Administration	15,738,046	220,627	15,958,673		15,958,673	109,494	16,068,167
23 School Administration	50,040,799	825,957	50,866,756		50,866,756	51,620	50,918,376
31 Guidance and Counseling Services	49,427,721	1,098,406	50,526,127		50,526,127	57,336	50,583,463
32 Attendance and Social Work Services	6,829,026	102,152	6,931,178		6,931,178	(60)	6,931,118
33 Health Services	10,219,448	327,822	10,547,270		10,547,270		10,547,270
34 Student (pupil) Transportation	20,397,332	627,594	21,024,926		21,024,926		21,024,926
35 Food Services	260,367		260,367		260,367	7,500	267,867
36 Curricular/Extracurricular Activities	15,151,195	112,359	15,263,554		15,263,554	71,900	15,335,454
41 General Administration	20,151,126	291,693	20,442,819		20,442,819	324,769	20,767,588
51 Plant Maintenance and Operations	81,473,978	1,553,058	83,027,036		83,027,036	1,753,879	84,780,915
52 Security and Monitoring Services	12,098,877	272,119	12,370,996		12,370,996	14,900	12,385,896
53 Data Processing Services	18,268,418	197,781	18,466,199		18,466,199	(1,487,263)	16,978,936
61 Community Services	6,126,237	57,610	6,183,847		6,183,847	(16,520)	6,167,327
71 Debt Service							
81 Facilities Acquisition & Construction	15,315,524		15,315,524		15,315,524	(776,750)	14,538,774
95 Juvenile Justice Alternative Education	169,692		169,692		169,692		169,692
97 Tax Increment Financing							
99 Other Intergovernmental Charges							
<b>Total Charges to Appropriations</b>	<b>2,720,000</b>		<b>2,720,000</b>		<b>2,720,000</b>		<b>2,720,000</b>
<b>Net Change in Fund Balance</b>	<b>821,517,775</b>	<b>24,006,930</b>	<b>845,524,705</b>		<b>845,524,705</b>		<b>845,524,705</b>
<b>Fund Balance-Beginning (Unaudited)</b>	<b>(28,754,176)</b>	<b>(19,210,314)</b>	<b>(47,964,490)</b>		<b>(47,964,490)</b>		<b>(47,964,490)</b>
<b>Fund Balances-Ending (Unaudited)</b>	<b>199,909,528</b>	<b>199,909,528</b>	<b>199,909,528</b>		<b>199,909,528</b>		<b>199,909,528</b>
<b>Fund Balances-Ending (Unaudited)</b>	<b>\$171,155,352</b>	<b>(\$19,210,314)</b>	<b>\$151,945,038</b>		<b>\$151,945,038</b>		<b>\$151,945,038</b>



**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 22, 2019**

**TOPIC: APPROVAL OF DEBT SERVICE BUDGET AMENDMENT FOR DEBT REFUNDING AND EARLY DEBT EXTINGUISHMENT**

**BACKGROUND:**

The 2019-2020 Debt Service Budget was initially adopted on June 25, 2019 and has not been amended since its adoption. An amendment is required to reflect the refunding of the District's Series 2019B Refunding Bonds, and early redemption of the 2010 Bonds. The cost of issuance of refunded debt, related costs and resolution to pay debt early is in the sum of \$67,249,961. The total is offset by the Refunding Bonds proceeds on the sale of \$66,416,001, which includes bond issuance premium.

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

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Debt Service Budget Amendment for Debt Refunding and Early Debt Extinguishment
2. Decline to Approve Debt Service Budget Amendment for Debt Refunding and Early Debt Extinguishment
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Debt Service Budget Amendment for Debt Refunding and Early Debt Extinguishment

**FUNDING SOURCE**

*Additional Details*

Debt Service 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:**

Elsie Schiro

**Debt Service Fund 599**  
**2019-2020**  
**Budget Amendment**  
**For The Period Ended September 30, 2019**

	<b>Debt Service Fund 599 2019-2020 Budget 7/01/2019</b>	<b>Adjustments</b>	<b>Debt Service Fund 599 2019-2020 Amended Budget 9/30/2019</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
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	0	66,416,001	66,416,001
<b>Total Revenue &amp; Other Sources</b>	<b>\$114,371,026</b>	<b>66,416,001</b>	<b>\$180,787,027</b>
<b><u>EXPENDITURES</u></b>			
71 Debt Service	\$102,195,188	\$10,482,591	\$112,677,779
97 Tax Increment Financing	\$0	\$0	\$0
<b>Total Budgeted Expenditures</b>	<b>\$102,195,188</b>	<b>\$10,482,591</b>	<b>\$112,677,779</b>
8900 Other Uses	\$0	\$66,799,548	\$66,799,548
<b>Subtotal Budgeted Expenditures and Other Uses</b>	<b>\$102,195,188</b>	<b>\$77,282,139</b>	<b>\$179,477,327</b>
<b>Excess (Deficiency)</b>	<b>\$12,175,838</b>	<b>(\$10,866,138)</b>	<b>\$1,309,700</b>
Beginning Fund Balance (Unaudited)	49,015,639		49,015,639
Fund Balance-Ending (Unaudited)	<b>\$61,191,477</b>	<b>(\$10,866,138)</b>	<b>\$50,325,339</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE RESOLUTION SUPPORTING THE 2019 UNITED WAY OF TARRANT COUNTY ANNUAL CAMPAIGN**

**BACKGROUND:**

Last year, our District received \$753,560 in grants from United Way of Tarrant County to support childhood literacy programs and secondary initiatives that prepare students for college and careers. United Way also employs strategies throughout the community that help families achieve financial stability, address health concerns, and send children to school with the emotional and material support that allows them to thrive.

October 15<sup>th</sup> was the Fort Worth ISD United Way Campaign Kickoff, and the campaign runs from October 21<sup>st</sup>-November 1<sup>st</sup>.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Resolution Supporting the United Way of Tarrant County Annual Campaign
2. Decline to Approve Resolution Supporting the United Way of Tarrant County Annual Campaign
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution Supporting the United Way of Tarrant County Annual Campaign

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

The United Way of Tarrant County has a long history of investing in Fort Worth ISD and helping our students in meaningful ways.

**INFORMATION SOURCE:**

Karen Molinar

**BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RESOLUTION  
SUPPORTING THE 2019 UNITED WAY ANNUAL CAMPAIGN**

**Whereas,** United Way of Tarrant County’s mission is to provide leadership and harness resources to solve Tarrant County’s toughest social challenges; and

**Whereas,** for more than 97 years has evolved to meet the needs of the times for individuals world-wide including our students here in Fort Worth ISD; and

**Whereas,** the United Way of Tarrant County has a long history of investing in Fort Worth ISD and helping our students in meaningful ways; and

**Whereas,** employs strategies throughout the community that help families achieve financial stability, address health concerns, and send children to school with the emotional and material support that allows them to thrive; and

**Therefore,** the Board of Trustees of the Fort Worth Independent School District does hereby resolve to recognize and support the United Way of Tarrant County Campaign throughout the District. The Board also encourages staff to support through their giving throughout the campaign, which runs from October 21-November 1, 2019.

The Resolution being read, **MOTION** was made by \_\_\_\_\_, seconded by \_\_\_\_\_ that the Resolution Recognizing and Supporting the United Way of Tarrant County Campaign be passed, approved and adopted.

**FOR:** \_\_\_\_\_

**AGAINST:** \_\_\_\_\_

The above Resolution Recognizing and Supporting the United Way of Tarrant County Campaign was approved and adopted at a regular meeting that the Board of Education held on the 22<sup>nd</sup> day of October, 2019.

\_\_\_\_\_  
Jacinto Ramos, President

Board of Education  
Fort Worth Independent School District

ATTEST:

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE THE AGREEMENT BETWEEN FORT WORTH  
INDEPENDENT SCHOOL DISTRICT AND THE HISPANIC HERITAGE  
FOUNDATION**

**BACKGROUND:**

The Hispanic Heritage Foundation (HHF) is a nonprofit organization that prepares Latino students for leadership and to meet the demands of workforce needs. HHF is the creator of Code as a Second Language (CSL), a national initiative that introduces students to computer science. HHF will provide an in-kind grant for 2000 licensed seats for Tynker’s Spanish language K-5 curriculum in a new program named “CSL en Español powered by Infosys Foundation USA”.

Tynker is a coding platform designed for students in grades K-8. The platform provides computer programming experiences to students, gives them a foundation of programming skills and allows them to be creative with code. The licenses will be provided in Spanish in order to support our elementary English language learners (ELLs). Students in grades 2-5 at select campuses will have access to Tynker for a period of 3 years, giving them a progression of coding knowledge.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the agreement between Fort Worth Independent School District and the Hispanic Heritage Foundation
2. Decline to Approve the agreement between Fort Worth Independent School District and the Hispanic Heritage Foundation
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the agreement between Fort Worth Independent School District and the Hispanic Heritage Foundation



**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

\$0.00

**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**

Various Elementary Campuses.

The Hispanic Heritage Foundation grant includes 2000 Tynker licenses to be available to students in grades 2-5. Licenses will be distributed across campuses that are bilingual and/or have progressive dual language programs. Campuses are currently being determined and will be named as program implementation is developed.

Choice and Enrichment Programming

**RATIONALE:**

Approval of this agreement will allow FWISD elementary English language learners and traditionally underrepresented students access to coding. Students will be engaged in activities that require computational thinking and they will learn valuable critical-thinking and problem-solving skills. As students learn coding, learning in other areas is supported, such as math, reading and science.

**INFORMATION SOURCE:**

Jerry Moore

## PARTNERSHIP AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into as of the date of execution of this Agreement (“**Effective Date**”), by and between the **Hispanic Heritage Foundation, located at 1001 Pennsylvania Ave NW, Washington, DC 20004 (“Organization” or “HHF”)** and the **Fort Worth Independent School District, a Tarrant County public school district with its headquarters at 100 N. University Drive, Fort Worth, TX 76107 (“District”)**.

1. **Program.** Organization’s program, as defined herein, provides for HHF’s “CSL en Español, powered by Infosys Foundation USA” (“**Program**”). Program is a collaborative effort between Organization and District to bring a selection of Tynker’s K-5 Spanish coding courses to the District and to make these courses available to Spanish-speaking English Language Learner (ELL) students at no cost.
  
2. **Grant.**
  - 2.1 Grant. The Program will be referred to as “**CSL en Español, powered by Infosys Foundation USA**” in all advertising, promotional or other materials prepared by or for District in connection with Program (the “**Materials**”).
  - 2.2 This in-kind grant has an estimated monetary value of \$49,000 over its term, including software licenses and training, which are provided at no cost to the District.
  
3. **Responsibilities.**
  - 3.1 **HHF.** Agrees to be responsible for the following:
    - 3.1.1 As part of the Program, HHF will offer the District up to 2,000 licensed seats for Tynker’s Spanish language K5 curriculum. Each license will be for one-year terms, renewable at no cost for additional one-year terms for a maximum of three years.
    - 3.1.2 Provide CSL en Español and/or HHF logos for promotional purposes.
  
  - 3.2 **District.** Acknowledges and agrees to the following:
    - 3.2.1 District will designate a single point of contact who will lead program implementation on the District’s side and will have the necessary authority to make pertinent decisions.
    - 3.2.2 District understands that licensed seats are Named Licenses, i.e. once assigned to a student, a seat cannot be reassigned to another student during the license term.
    - 3.2.3 District understands that the one year software license term runs from August 1<sup>st</sup> of each year until June 30<sup>th</sup> of the following year.
    - 3.2.4 Licensed seats will be distributed, ideally evenly, across grades 2-5, to give students a consistent experience as they progress through the grades.
    - 3.2.5 District will identify schools with both principals and ELL/ESL teachers enthusiastic to participate across grade levels.

- 3.2.6 Every identified school will have a minimum of three teachers designated to receive licensed seats. Having more than three is welcomed.
- 3.2.7 District understands that a minimum of a one-day professional development is mandatory for a teacher to be awarded licensed seats for the teacher's classroom(s).
- 3.2.8 District will help coordinate professional development sessions, including teacher participation, venue, and any necessary infrastructure.
- 3.2.9 District understands that the no-cost professional development is limited to 20 participating teachers. Additional teachers may lead to the District incurring additional costs.
- 3.2.10 District understands that teachers will be expected to complete pre-and post- survey instruments to help better understand the Program's efficacy. Such surveys should not take more than 30 minutes to complete.
- 3.2.11 District will allow and encourage teachers to provide informal ad-hoc feedback to HHF on items like translation quality, student experience insights, and teacher experience insights.
- 3.2.12 District will provide District logo for promotional purposes of Program. HHF will get approval by District prior to releasing any promotional matter that includes the District's logo.
- 3.2.13 Program will receive executive level support from the district. This may be in a variety of forms, for example, support for teacher meetings, hosting of showcase events for families, encouragement for teachers from the district executives, and executive level engagement for program promotion, press announcements, and events.
- 3.2.14 District will support HHF in the hosting of an announcement event.
- 3.2.15 Adoption and usage will be a key metric for evaluating success. HHF reserves the right to suspend or cancel license renewal for the entire District if percentage of active seats fall below 50% of licensed seats awarded (where active is defined as students showing consistent, weekly usage) as evidenced by District metrics provided on the Tynker's District reporting dashboard.

3.3 **Other.** Any variations to the responsibilities/requirements above, need to be mutually agreed upon in writing by the school district and HHF.

4. **Term.** The initial term of this Agreement shall commence as soon as this agreement is signed and shall continue unless sooner terminated as provided herein until June 30, 2022. The agreement may be renewed by mutual agreement for additional one (1) year terms for up to two (2) more years ("**Renewal Term**"). The agreement may not be renewed beyond August 31, 2022.

5. **Compliance with Laws.** District shall comply with all local, state, and federal laws (including common laws), ordinances, codes, rules, and regulations (collectively, "**Law**") regarding the Program and District's obligations and performance under this Agreement. District shall obtain and maintain any and all permits, licenses, bonds, certificates, and other similar approvals required in connection with this Agreement.

6. **Indemnification.** To the extent allowed by law and without waiver of any immunity or defense, the District shall defend, indemnify, and hold harmless HHF, its affiliates, including Infosys Foundation USA and Neuron Fuel Inc. dba Tynker, and their respective directors, officers, employees, contractors and agents from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs and expenses (each, a “**Claim**”) arising out of or otherwise relating to the subject matter of this Agreement, District’s performance or failure to perform, as required by this Agreement, or District’s acts or omissions, or any of District representations or warranties contained in this Agreement.

7. **Breach; Termination.**

7.1 If HHF at any time commits a material breach of any provision of the Agreement, or at any time fails or refuses to fulfill its obligations hereunder, District may terminate this Agreement forthwith, provided that HHF shall have a thirty (30) day period in which to cure such breach.

7.2 If District at any time commits a material breach of any provision of this Agreement, or at any time fails or refuses to fulfill its obligations hereunder, HHF may terminate this Agreement forthwith, provided that District shall have a thirty (30) day period in which to cure such breach.

8. **Notices.**

Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and shall use one of the following methods of delivery: (a) U.S. recognized overnight courier, with such notice effective at the time delivery is shown in the courier’s records; (b) postage prepaid by U.S. Registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this Section.

9. **Confidentiality and Publicity.**

9.1 This Agreement and the parties’ dealings under this Agreement, are confidential and shall not be disclosed by either party without the prior written consent of the other party, unless such part is under legal obligation to disclose such information. In such even, the part with the obligation to so disclose shall make reasonable efforts to provide the other party with adequate notice of the required disclosure.

9.2 The timing and content of all public announcements and press releases relating to this Agreement and the transactions contemplated herein shall be subject to the mutual approval of District and HHF.

**10. Non-Disparagement.**

10.1 District agrees that it, and its representatives, will not at any time publish or communicate to any person or entity any Disparaging (as defined below) remarks, comments or statements concerning HHF, its affiliates including Infosys Foundation USA and Neuron Fuel Inc. dba Tynker, and their respective directors, officers, employees, contractors, and agents in relation to this Agreement. "Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity or morality, or business acumen or abilities in connection with any aspect of the operation of business of the individual or entity being disparaged.

**11. Entire Agreement.**

11.1 This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

11.2 This Agreement is effective as of the Effective Date set forth in the first paragraph above. In the event the Effective Date is left blank, the Effective Date of this Agreement will be deemed to be the earlier of the date this Agreement is signed by both parties or the first date on which services contemplated by this Agreement are performed and/or provided by Organization.

11.3 In signing this Agreement below, each party agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

**Hispanic Heritage Foundation**

**Fort Worth Independent School District**

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

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

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

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

Title: Chief of Staff

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

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

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

2019-08-22

4

  
Jerry Moore  
Interim Chief Academic Officer 9/25/19

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: MEMORANDUM OF UNDERSTANDING WITH THE DALLAS  
HOLOCAUST AND HUMAN RIGHTS MUSEUM**

**BACKGROUND:**

Dallas Holocaust and Human Rights Museum representatives contacted the District's social studies and secondary literacy departments about a partnership for SY 2019-20. Discussions followed a successful SY 2018-19 partnership where all District sixth graders participated in the museum sponsored City-Wide Read & Performance program. Approximately 2,000 FWISD students visited the museum last year.

The proposed partnership coincides with the museum's opening of a newly constructed state-of-the-art building in downtown Dallas. The partnership creates opportunity for up to 3,500 FWISD students and accompanying teachers to visit the museum at no cost. Listed in the MOU are nineteen dates between November 2019 and March 2020 reserved for FWISD campuses. The District's social studies department will coordinate with teachers/campuses interested in reserving a date(s) listed.

The exhibitions and programs were designed by TEA-certified Museum Educators to be fully TEKS- aligned. The museum publishes a curriculum alignment chart that shows alignment to grades 6 -12 Social Studies, Literacy, Visual and Performing Arts, Advancement Via Individual Determination, Social Emotional Learning, and high school STEM.

Per figures stated in the MOU, the museum places a total monetary value of \$35,000 in admission donations and transportation reimbursements.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
2. Decline to Approve the Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not applicable

**VENDOR:**

Not applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Curriculum and Instruction  
Secondary campuses district-wide



**RATIONALE:**

Approval of this MOU will create opportunity for up to 3,500 FWISD students and accompanying teachers to experience the new Dallas Holocaust and Human Rights Museum at no cost this year. Field trip programming is TEKs aligned and interdisciplinary. The content delves into events crucial to understanding human history and the role individuals have to recognize and stand up against injustice.

**INFORMATION SOURCE:**

Jerry Moore

## ISD PARTNERSHIP MEMORADUM OF UNDERSTANDING

### I. PARTIES

The parties to this Agreement are the Dallas Holocaust and Human Rights Museum, a Texas nonprofit corporation, hereinafter referred to as the "Museum," and Fort Worth ISD, a political subdivision of the State of Texas and a legally constituted independent school district, hereinafter referred to as the "ISD".

### II. PURPOSE

This Agreement is to outline the terms and conditions for the partnership between the Museum and ISD to bring students from ISD to visit the Museum.

### III. SERVICES TO BE PROVIDED

The Museum agrees to donate the following pre-approved fieldtrips and services to the ISD:

- a. 3,500 admissions for students and accompanying teachers from the ISD to visit the Museum on pre-approved field trips (extended description and requirements for the field trips are described below);
- b. school bus transportation reimbursements for transportation to and from the Museum after the pre-approved field trips;
- c. logistical support for teachers during the pre-approved field trips;
- d. Curriculum-aligned lesson planning support by the Museum's education team for the ISD's staff in preparation for the pre-approved field trips; and
- e. outreach support to the ISD's teachers to encourage them to register for the pre-approved fieldtrips.

The ISD agrees to provide the following logistical support to facilitate the pre-approved fieldtrip to the Museum:

- a. Designate Joseph Niedziela as the contact person for the ISD to communicate with the contact person for the Museum, Ms. Adilene Hernandez, the Museum's Education Coordinator;
- b. Create a registration form for the ISD's teachers to register for the pre-approved field trips and provide logistical support for all necessary registration;
- c. Pre-approve the field trip for clearance with the ISD's principals;
- d. Outreach support to the ISD's teachers to register for the pre-approved field trips to the Museum; and

- e. Invoice the Museum for school bus transportation reimbursement.

An ISD Partnership field trip to the Museum includes a minimum 2-hour visit (arrival around 10:30 am and departure at 1:50 pm) to the Museum's exhibits and special programs on pre-approved tour dates. The ISD will adhere to the following requirements for the partnership field trips:

- a. The ISD partnership field trip tour dates are only available on 11/21/19, 12/2/19, 12/3/19, 12/11/19, 12/12/19, 12/13/19, 12/18/19, 1/8/20, 1/14/20, 2/18/20, 2/20/20, 2/21/20, 2/28/20, 3/2/20, 3/6/20, 3/16/20, 3/17/20, 3/18/20 and 3/19/20.
- b. The Museum needs to receive the name of the school, the number of students and accompanying adults, and the contact information for the lead teacher at least 4 weeks before the pre-approved tour date.
- c. The ISD contact person, Joseph Niedziela, is required to cancel any field trips at least 3 weeks before the tour date, if not the ISD will receive a cancellation processing fee of \$100.00.
- d. The ISD can only reschedule field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.
- e. The ISD can bring up to 200 students and accompanying adults per tour date.
- f. The ISD is required to provide 1 adult chaperone for every 10 students.
- g. The Museum reserves the right to cancel or change the field trip experience upon late arrival of the ISD's school group.
- h. The Museum gives permission to the ISD for ISD students and staff to consume lunch on its property in designated locations. The ISD needs to reserve the lunch location at least 4 weeks before the tour date. The ISD can purchase lunches through the provided catering service or bring brown bag lunches for the ISD's students.
- i. The ISD must let the Museum know in writing by October 1, 2019 if the ISD opts to use the pre-approved field trips for a special program (ex. AVID or TAG) or designate them for a specific grade level.

#### IV. AMOUNT OF THE AGREEMENT AND PAYMENT

In exchange for providing the above services, the Museum agrees to pay the admission costs ("the Admission Fee") for up to 3,500 ISD visitors. The Admission Fee has a value of up to \$21,000.

In addition to the Admission Fee, the Museum will reimburse the ISD for school bus transportation cost to/from the Museum. The ISD is required to invoice the Museum after the field trip tour date for the school bus transportation cost, which shall not exceed \$14,000.00. The Museum will reimburse the ISD by credit card or check within thirty (30) days after receiving the invoice.

## **V. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that the ISD is an independent contractor and not an employee of the Museum. Employment related deductions such as withholding taxes and/or Social Security taxes shall not be withheld and are the responsibility of the ISD. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Museum and ISD for any purpose whatsoever.

## **VI. TERMINATION**

The Museum reserves the right, in its sole discretion, to terminate the Agreement and cancel the engagement upon a ninety (90) calendar day written notice by the Museum to the ISD, and upon such termination the Museum shall have no further obligation or liability to ISD. If the Museum provides notice of termination less than ninety (90) calendar days prior to the scheduled date of the engagement, the Museum shall pay to the ISD the Admission Fee set forth in Article IV.

The ISD may terminate this Agreement by giving a ninety (90) calendar day written notice to the Museum.

## **VII. FORCE MAJEURE**

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or other emergencies, beyond the reasonable control of Museum and ISD, making it illegal or impossible to fulfill the terms and conditions of this Agreement, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other and neither party will have any liability or further obligations under this Agreement to the other party.

## **VIII. INSURANCE**

The ISD and the Museum, each, agree to carry, and upon demand, provide evidence of a sufficient amount of insurance to provide coverage for any third-party liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

## **IX. LIMITATION OF LIABILITY/WAIVER**

**THE MUSEUM SHALL NOT BE LIABLE TO ISD FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, INCURRED BY ISD, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF MUSEUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MUSEUM SHALL NOT INDEMNIFY NOR GUARANTEE ANY OBLIGATION OF ISD FOR THE BENEFIT OF ANY THIRD PARTY.**

**THE ISD HEREBY WAIVES AND RELEASES THE MUSEUM, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND BOARD MEMBERS FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY ("CLAIMS") ARISING**

**FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUSEUM.**

**X. INDEMNIFICATION**

To the extent allowed by the Texas Constitution and Texas law, the ISD shall indemnify and hold forever harmless the Museum, its directors, officers, employees, agents and volunteers from and against all personal injury, property damage, loss, liability or claim of liability, expenses, fines, demands, proceedings, and penalties, including reasonable legal fees and costs caused by any wrongful or negligent act, error or omission by the ISD, its employees, agents or representatives in the execution or performance of this Agreement.

**XI. GOVERNING LAW/VENUE**

This Agreement shall be governed by and in accordance with the laws of the State of Texas. The venue of any suit or legal proceeding brought for any breach of this Agreement shall be in any court of competent jurisdiction in Tarrant County, Texas.

**XII. ASSIGNMENTS**

The ISD may not assign this Agreement, in whole or part, and may not assign any right or duty required under it.

**XIII. SEVERABILITY CLAUSE**

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**XIV. DISPUTE RESOLUTION**

Should a dispute arise out of the Agreement, the Museum and the ISD will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be selected by the Museum and ISD within fifteen (15) calendar days after receipt of written notice by one of them demanding mediation under this section. The ISD and Museum shall equally split the costs of the mediation unless the Museum, in its sole good faith discretion, approves its payment of a greater share of such costs. By mutual agreement, the Museum and the ISD may elect to participate in a non-binding form of dispute resolution other than mediation. The Museum's participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement.

**XV. CONTACT PERSONS**

The individuals named below shall be the contact persons for the Museum and the ISD, respectively. All calls, correspondence, or other contacts necessary for the execution of this Agreement shall be directed to the persons named below unless the party is specifically directed otherwise.

**Museum**  
Charlotte Decoster  
Director of Education  
Dallas Holocaust and Human Rights Museum  
300 N. Houston St.  
Dallas, TX 75202  
214-741-7500

**ISD**  
Joseph Niedziela  
Director of Social Studies  
Fort Worth ISD  
100 N. University Drive  
Fort Worth, TX 76107  
817-814-2470

**XVI. AMENDMENTS**

This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by both parties to the Agreement. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**XVII. CERTIFICATIONS**

The terms of this Agreement are accepted by the parties to the Agreement. Persons signing are expressly authorized to obligate the parties to the terms of this Agreement.

Dallas Holocaust and Human Rights Museum  
Mary Pat Higgins  
CEO/President

Fort Worth ISD  
Name:  
Title:



\_\_\_\_\_

AM  
10/1/19

9/9/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jerry Moore  
Interim Chief Academic Officer 9/17/19

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 22, 2019**

**TOPIC: APPROVE THE SALE OF A TAX FORECLOSED PROPERTY AT 3200 STRONG AVENUE, FORT WORTH, TEXAS**

**BACKGROUND:**

After tax-foreclosure by the City of Fort Worth, the property located at 3200 Strong Avenue, Fort Worth, Texas, was advertised for sale in October of 2017, April of 2018, and July of 2018 but received no bids for the advertised price of \$139,243.09. The property is in need of significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$19,575.00, which includes fees incurred by the City of Fort Worth. Sale of the property would place the property back on the tax rolls in order to generate revenue to benefit all of the taxing entities. As required by law, post judgment taxes would be paid in addition to the successful sealed bid purchase price.

In accordance with Section 34.05(j) of the Texas Tax Code, the City of Fort Worth is authorized to sell tax-foreclosed properties for the Tarrant Appraisal District's appraised value, if approved by all Tarrant County taxing entities that were part of the foreclosure suits, which includes Fort Worth ISD.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Sale of a Tax Foreclosed Property at 3200 Strong Avenue, Fort Worth, Texas.
2. Decline to Approve the Sale of a Tax Foreclosed Property at 3200 Strong Avenue, Fort Worth, Texas.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Sale of a Tax Foreclosed Property at 3200 Strong Avenue, Fort Worth, Texas.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Business and Finance

**RATIONALE:**

The City has requested the sale of a tax foreclosed property at 3200 Strong Avenue, Fort Worth, Texas, at a reduced price in order to place the property back onto the tax rolls in order to generate revenue to benefit all of the taxing entities, including Fort Worth ISD. It is in the best interest of the Fort Worth ISD to approve this sale for the amount specified.

**INFORMATION SOURCE:**

Elsie I. Schiro





September 24, 2019

Tarrant County  
Attn: Lisa McMillan  
100 E. Weatherford Street, Suite 404  
Fort Worth, TX 76196

Tarrant Regional Water District  
Attn: Steve Christian  
800 E. Northside Drive  
Fort Worth, TX 76102

Fort Worth Independent School District  
Attn: Dr. Kent Scribner  
100 N. University Drive, Suite 150  
Fort Worth, TX 76107

Tarrant County Hospital District  
Attn: Robert Earley, President and CEO  
1500 S Main Street  
Fort Worth, TX 76104

Tarrant County College District DMOC 2201  
Attn: Carol Ware Bracken, Office of the Associate General Counsel Superintendent  
1500 Houston Street  
Fort Worth, TX 76102

**RE: Consent to Advertise for Sale Tax Foreclosed Property – 3200 STRONG AVE - TAD No. 00865761**

**Taxing Entities:**

The above referenced property was struck off to the City of Fort Worth following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code, the City of Fort Worth advertised the property at least two separate times for a total amount of \$139,243.09 (inclusive of a standard city administrative fee of \$1,600.00) via sealed bid sales on October 26, 2017, April 26, 2018 and July 26, 2018. In efforts to sell the property and generate revenue to benefit all of the taxing entities, the City recommends and seeks the approval of each taxing entity to advertise and sell the property for the amount indicated in the chart below. This action is necessary in order to have the total sale's price be at or near the TAD Total Appraised Value of \$249,074.00. As required, post judgment taxes are to be paid *in addition* to the successful sealed bid purchase price.

Address/Legal Description	Recommended Advertise Amount	CFW Fees	Advertise Sealed Bid Sale Purchase Price	Est. Post Judgment Taxes Due (Cause No. B32042-03)
3200 Strong Ave Lot 1 Block 7, Englewood Heights Addition	\$17,975.00	\$1,600.00	\$19,575.00	\$229,500.94

If your taxing agency concurs with the City's recommendation to advertise and sell the property at the proposed reduced purchase price, please sign below on behalf of your governmental entity and return this letter to the address indicated below. If you have any questions or need additional information, please feel free to contact me or my team at any time. Thank you for your time and consideration regarding this matter.

Thank you,

Roger Venables  
Property Management Assistant Director  
(817) 392-7590

**APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Name: Dr. Kent Scribner

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



**PROPERTY MANAGEMENT DEPARTMENT  
REAL PROPERTY DIVISION**

THE CITY OF FORT WORTH \* 900 MONROE STREET, SUITE 400 \* FORT WORTH, TEXAS 76102  
PHONE (817) 392-7590 \* FAX (817) 392-7591

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 22, 2019**

**TOPIC: APPROVE ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES CONTRACT FOR A POTENTIAL PUBLIC PRIVATE PARTNERSHIP (P3) QUALIFIED PROJECT AND TO APPROVE A RESOLUTION TO REIMBURSE THE GENERAL FUND FOR PUBLIC-PRIVATE PARTNERSHIP (P3) EXPENDITURES**

**BACKGROUND:**

The District is interested in engaging a firm to provide Architectural/Engineering (A/E) Services to assist the District in developing projects, including Qualified Projects under Chapter §2267 of the Texas Government Code, including, but not limited to, school facilities, recreational facilities, central administration/professional development facilities, technology facilities, parking structures, or other school-related structures. The A/E firm should have experience working hand-in-hand with potential developers and/or owners on projects and to understand historic sites, adapting such sites for current needs and to develop architectural plans for such sites. On October 8, 2019, the Board qualified architectural and engineering firms for potential Public Private Partnership (P3) Qualified Projects pursuant RFQ#20-036 (Public Private Partnership (P3) Architectural and Engineering Services).

In accordance with Sec. 2254 of the Texas Government Code §2254, Administrative staff recommends the Board approve a Contract with Bennett Benner Partners, an Architectural and Engineering firm with demonstrated competence and highly qualified to provide services to the District for a potential P3 “Qualified Project,” pursuant to the scope of work and other terms and conditions as contained in the agreement

Additionally, it is further recognized that the District will incur costs to be initially paid from the General Fund for Professional Service Contracts and other costs associated with a potential P3 Qualified Project as defined under the Act. Administration requests that the Board execute a Resolution authorizing the cost associated with the requested Architectural and Engineering Contract be reimbursed to the General Fund from a finalized project/qualified project.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Architectural and Engineering Professional Services Contract for a Potential Public Private Partnership (P3) Qualified Project and to Approve a Resolution to Reimburse the General Fund for Public-Private Partnership (P3) Expenditures.
2. Decline to Approve Architectural and Engineering Professional Services Contract for a Potential Public Private Partnership (P3) Qualified Project and to Approve a Resolution to Reimburse the General Fund for Public-Private Partnership (P3) Expenditures.
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Architectural and Engineering Professional Services Contract for a Potential Public Private Partnership (P3) Qualified Project and to Approve a Resolution to Reimburse the General Fund for Public-Private Partnership (P3) Expenditures.

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6219-001-750-99-405-000000

**COST:**

Not to Exceed \$60,000

**VENDOR:**

Bennett Benner Partners

**PURCHASING MECHANISM**

Bid/Proposal Statistics

Bid Number: 20-036

Number of Bid/Proposals received: 7

HUB Firms: 2 \*

Compliant Bids: 6

The above bid/proposals have been evaluated in accordance with the Texas Government Code §2254.004. One firm failed to meet the deadline for submitting required information.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Business and Finance

**RATIONALE:**

The selected firm will assist the District and have experience working hand-in-hand with potential developers and/or owners on projects and understand historic sites, adapting such sites for current needs and to develop architectural plans for such sites. Based upon the firm's expertise, the architect selected could also act in a consulting capacity with the District on projects/qualified projects. Additionally, Board approval of a Resolution to reimburse the General Fund from the closing of a potential project/qualified project, if any, would be in the best financial interest of the District.

**INFORMATION SOURCE:**

Elsie I. Schiro

**RESOLUTION TO APPROVE THE REIMBURSEMENT TO THE GENERAL FUND FOR PUBLIC-PRIVATE PARTNERSHIP (P3) EXPENDITURES**

**BOARD OF EDUCATION  
BOARD MEETING: OCTOBER 22, 2019  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 22<sup>nd</sup> day of October, 2019, the Board of Education for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

**WHEREAS;** The Board of Education (BOE) approved Public-Private Partnership Guidelines (Guidelines) as allowed by Chapter 2267 of the Texas Government Code (Act) and Board Policy CDH (Legal), on March 25, 2014 and amended the Guidelines on July 18, 2017;

**AND WHEREAS,** the BOE is desirous of exploring the possibility of utilizing the Guidelines to initiate, develop, and deliver qualified District capital projects in a transparent, timely, and cost-efficient method in accordance with state law and Board Policy;

**AND WHEREAS,** it is recognized that certain agreements , including, but not limited to, Architectural and Engineering Professional Services Contracts, will be required to assist the District in this endeavor;

**AND WHEREAS,** it is further recognized that the District will incur costs to be initially paid from District funds (General Fund) for Architectural and Engineering Professional Services and other costs associated with said contract in order to develop and deliver a project/qualified projects as defined under the Act;

**AND WHEREAS,** Administration requests that the BOE execute this Resolution authorizing all P3 related out-of-pocket expenses incurred by the General Fund be reimbursed from the financing of a finalized project/qualified project and/or from the net proceeds received from the sale of other District properties in order to monetize a project/qualified project, if any come to fruition.

**NOW, THEREFORE, BE IT, RESOLVED,** that the Board of Education of the Fort Worth Independent School District, in accordance with all applicable state and federal laws and Board Policy, does hereby authorize that all out-of-pocket expenses incurred by the

General Fund in order to initiate, develop, and deliver a project/qualified project initiated in accordance with the Guidelines in a transparent, timely and cost efficient method, including Architectural and Engineering Professional Service agreements, be reimbursed from the financing of a finalized project and/or from the net proceeds received from the sale of other District properties to monetize a project/qualified project, if any come to fruition.

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

**FOR:** \_\_\_\_\_ **AGAINST:** \_\_\_\_\_

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on the 22<sup>nd</sup> day of October 2019.

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

**ATTEST:**

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE THE 2019-2020 CAMPUS IMPROVEMENT PLANS (CIP)**

**BACKGROUND:**

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District's and campuses' achievement goals.

Each CIP must:

Include a review of the academic achievement for each student in the school;

- Set the campus performance objectives based on the student achievement indicator system and projections;
- Identify how the campus goals will be met for each student;
- Determine the resources needed to implement the plan;
- Identify staff needed to implement the plan;
- Set timelines for reaching these goals;
- Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic achievement;
- Include goals and methods for violence prevention, intervention, and increased attendance, and;
- Provide for a program to encourage parental involvement at the campus.

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Improvement Plans (CIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

Links to each Campus Improvement Plan (CIP) will be available on the District's Intranet at the following web address:

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve 2019-2020 Campus Improvement Plans (CIP)
2. Decline to Approve 2019-2020 Campus Improvement Plans (CIP)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2019-2020 Campus Improvement Plans (CIP)

**FUNDING SOURCE**

*Additional Details*

No Cost

Not applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD Campuses



**RATIONALE:**

These plans are critically important in our effort to meet the District's as well as the campuses' achievement imperatives. Board approval is necessary in order to meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District's Strategic Plan and the Campus Improvement Plans.

**INFORMATION SOURCE:**

Raul Pena  
Cherie Washington

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE PROCLAMATION RECOGNIZING THE TWENTY YEAR ANNIVERSARY OF FORT WORTH AFTER SCHOOL**

**BACKGROUND:**

Fort Worth After School (FWAS) is celebrating 20 years of successful, high level enrichment programs! Since program inception in the Fall of 2000, FWAS has provided high quality, structured after school enrichment programs primarily for students in grades 3 - 8. High schools have participated, intermittently, through 21st Century Community Learning Center grants.

Originally serving 52 sites with approximately 2,300 daily participants, FWAS has grown to 77 sites and serves approximately 5,000 plus students on a daily basis. FWAS participating sites include General (FWISD/ CFW) funded and 21st Century Afterschool Center on Education (A.C.E.) funded sites.

Fort Worth After School is a collaboration of Fort Worth ISD, the City of Fort Worth and the TEA 21st Century Afterschool Centers on Education (A.C.E.) grant.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Proclamation Recognizing the Twenty Year Anniversary of Fort Worth After School
2. Decline to Approve Proclamation Recognizing the Twenty Year Anniversary of Fort Worth After School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Proclamation Recognizing the Twenty Year Anniversary of Fort Worth After School

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth After School is a collaboration of Fort Worth ISD, the City of Fort Worth and the TEA 21st Century Afterschool Centers on Education

**RATIONALE:**

The Board of Education of the Fort Worth Independent School District seeks to recognize FWAS for 20 years of service.

**INFORMATION SOURCE:**

Tobi Jackson  
Karen Molinar

**PROCLAMATION**  
**Fort Worth Independent School District Board of Trustees**  
**Recognizing the Twenty Year Anniversary of Fort Worth After School**

**WHEREAS**, Fort Worth After School (FWAS) is celebrating twenty years of successful structured afterschool enrichment programs; and

**WHEREAS**, funding and collaboration are unique to Fort Worth and have been highlighted by the National League of Cities notating over 200,000 students participating since October of 2000 and approximately 12,000 of those students participating three or more years with long term student participants demonstrating higher proficiency in reading and math scores for school day grades and higher STAAR scores; and

**WHEREAS**, long term participants indicate on school climate surveys their enjoyment attending school more often than their counterparts and that they feel safer and understand the importance of making good choices as a result of participation; and

**WHEREAS**, parents of long term participants indicate a higher satisfaction level of the school experience stating a safe and productive place for their children to learn new skills; and

**WHEREAS**, no long term participant has ever been processed through Tarrant County Juvenile services revealing students are making positive decisions; and

**WHEREAS**, FWAS has provided more than 600,000 full dinner meals for participants since the 2017-18 school year helping address food deprivation in areas of Fort Worth.

**NOW, BE IT RESOLVED** that the FWISD Board of Trustees would like to formally recognize the 20 year anniversary of Fort Worth After School and its service to our students.

The Proclamation being read, **MOTION** was made by \_\_\_\_\_, seconded by \_\_\_\_\_ that the Proclamation Recognizing the 20 year anniversary of Fort Worth After School be passed, approved and adopted.

**FOR:** \_\_\_\_\_

**AGAINST:** \_\_\_\_\_

The above Proclamation Recognizing the 20 year anniversary of Fort Worth After School was approved and adopted at a regular meeting that the Board of Education held on the 22<sup>nd</sup> day of October, 2019.

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Jacinto Ramos, President

Board of Education

Fort Worth Independent School District

ATTEST:

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Quinton Phillips, Secretary

Board of Education

Fort Worth Independent School District

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE PROCLAMATION RECOGNIZING FIFTY YEARS OF BILINGUAL EDUCATION**

**BACKGROUND:**

In 1969, Dr. Rudy Rodriguez helped create Fort Worth ISD’s first Bilingual Education Program in eight schools. FWISD’s first bilingual educators gave their energy, professional talent and unfailing commitment to make the impossible, possible. They focused on creating a well-organized, credible, culturally empowering learning experience for FWISD’s language-minority children. Bilingual teachers emphasized culturally relevant experiences for Mexican American students, such as the use of the children’s dominant language in instruction and dances common to different Mexican regions, while also encouraging cafeterias add traditional Mexican dishes to the lunch menus.

This year marks the 50th anniversary of FWISD’s bilingual education program enabling us to honor Fort Worth ISD’s commitment and role as a pioneer in North Texas and those, such as Dr. Rodriguez, who paved the way.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Proclamation Recognizing Fifty Years of Bilingual Education
2. Decline to Approve Proclamation Recognizing Fifty Years of Bilingual Education
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Proclamation Recognizing Fifty Years of Bilingual Education

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

The Board of Education of the Fort Worth Independent School District seeks to recognize 50 years of bilingual education in FWISD.

**INFORMATION SOURCE:**

Karen Molinar

**PROCLAMATION**  
**Fort Worth Independent School District Board of Trustees**  
**Recognizing Fifty Years of Bilingual Education**

**WHEREAS**, Fort Worth Independent School District is celebrating 50 years of Bilingual Education; and

**WHEREAS**, In 1969, Dr. Rudy Rodriguez helped create Fort Worth ISD's first Bilingual Education Program in eight schools; and

**WHEREAS**, FWISD's first bilingual educators gave their energy, professional talent and unfailing commitment to make the impossible, possible by creating a well-organized, credible, culturally empowering learning experience for FWISD's language-minority children; and

**WHEREAS**, Bilingual teachers emphasized culturally relevant experiences for Mexican American students, such as the use of the children's dominant language in instruction and dances common to different Mexican regions, while also encouraging cafeterias add traditional Mexican dishes to the lunch menus; and

**WHEREAS**, Dr. Rodriguez' and his peers collaboration with the Fort Worth bilingual educator community made a perpetual mark on FWISD. They fought back challenges locally and nationally relating to bilingual education and were determined to improve the system for a younger generation of culturally diverse learners; and

**WHEREAS**, the Bilingual/ESL Department continues to coordinate and implement quality programs for English language learners in Fort Worth ISD.

**NOW, BE IT RESOLVED** that the FWISD Board of Trustees would like to formally recognize fifty years of Bilingual Education in Fort Worth ISD.

The Proclamation being read, **MOTION** was made by \_\_\_\_\_, seconded by \_\_\_\_\_ that the Proclamation Recognizing fifty years of Bilingual Education be passed, approved and adopted.

**FOR:** \_\_\_\_\_

**AGAINST:** \_\_\_\_\_

The above Proclamation Recognizing fifty years of Bilingual Education was approved and adopted at a regular meeting that the Board of Education held on the 22<sup>nd</sup> day of October, 2019.



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Jacinto Ramos, President

Board of Education

Fort Worth Independent School District

ATTEST:

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Quinton Phillips, Secretary

Board of Education

Fort Worth Independent School District

**CONSENT AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: AUTHORIZATION TO ENTER INTO ADDITIONAL CONTRACTS FOR MOVING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 26, 2018, the District received two proposals from firms in response to RFP 19-001 for Moving Services.

On September 11, 2018, the Board of Education authorized entering into contracts for moving services (RFP 19-001) not to exceed \$4,000,000 to the following firms:

A-1 Freeman North American, Inc.  
Exserv, Inc.

Due to the extensive amount of renovations included in the 2017 Capital Improvement Program, it is recommended to increase the number of firms for these services by utilizing firms on purchasing cooperative contracts.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Enter Into Additional Contracts for Moving Services for the 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into Additional Contracts for Moving Services for the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization To Enter Into Additional Contracts for Moving Services for the 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

**COST:**

Not Applicable

**VENDOR:**

Daryl Flood Logistics, Inc. - BuyBoard Contract #559-18  
Move Solutions, Inc. - BuyBoard Contract #559-18  
Rentacrate Enterprises - BuyBoard Contract #559-18  
All Points of Texas - EPCNT - Dallas ISD  
OIG Office Interiors Group - EPCNT - Dallas ISD  
Wellington Facilities Service - EPCNT - Dallas ISD

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Moving services are necessary to support the 2017 Capital Improvement Program. Approval of additional firms and authorizing CIP to enter into contracts for these services will assist the District in maintaining construction schedules within the 2017 CIP projects.

**INFORMATION SOURCE:**

Vicki Burris



Administration

RFQ

Reports

Shopping Car

## Vendor Contract Information

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### Refine Your Search:

#### Vendors

Daryl Flood Logistics, Inc.[X]

#### Price Range

Show all prices

#### Category

None Selected

#### Contract

Moving Services and Supplies[X]

**Vendor Name:** Daryl Flood Logistics, Inc.

**Address:** 450 Airline Dr., Ste 100  
Coppell, TX 75019

**Phone Number:** (972) 745-9564

**Email:** mfrazier@darylflood.com

**Website:** <http://www.darylflood.com>

**Federal ID:** 75-2572657

**Contact:** Stephen McDaniel

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** No

**No Excluded Foreign Terrorist Orgs:** No

**Contract Name:** Moving Services and Supplies

**Contract#:** 559-18

**Effective Date:** 06/01/2018

**Expiration Date:** 05/31/2021

**Payment Terms:** Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** Texas

**Quote Reference Number:** 559-18

**Additional Dealers:** Daryl Flood Logistics, Round Rock TX

### Additional Resources

### Contract Documents

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

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

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

**Construction Services Advisory:** [Click to view the Construction Related Goods](#)

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



Administration

RFQ

Reports

Shopping Car

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#### Refine Your Search:

##### Vendors

None Selected

##### Price Range

Show all prices

##### Category

None Selected

##### Contract

Moving Services and Supplies[X]

#### Additional Resources

**Vendor Name:** Move Solutions, Inc.  
**Address:** 1473 Terre Colony Court  
 Dallas, TX 75212  
**Phone Number:** (214) 630-3607  
**Email:** pzagurski@movesolutions.com  
**Website:** <http://www.tospartners.com>  
**Federal ID:** 75-2185268  
**Contact:** Pat Zagurski  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** Yes  
**Service-Disabled Veteran Owned:** No  
**Certificate Number:** 1752912841900  
**Certifying Agency:** State of Texas / Texas Comptroller of Public Acco  
**EDGAR Forms Received:** Yes  
**No Israel Boycott Certificate:** Yes  
**No Excluded Foreign Terrorist Orgs:** Yes  
**Contract Name:** Moving Services and Supplies  
**Contract#:** 559-18  
**Effective Date:** 06/01/2018  
**Expiration Date:** 05/31/2021  
**Payment Terms:** Net 30 days  
**Delivery Days:** 2  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** All Texas Regions  
**States Served:** Texas  
**Additional Info:** EDGAR Vendor Certification Form (relating to 2 C Vendor response document, and can be found in page. Vendor Certification form regarding Texas t "Vendor Proposal Files Documents" link below.  
**Quote Reference Number:** 559-18  
**Return Policy:** Full refund if unopened and returned in 15 days c  
**Additional Dealers:** Move Solutions locations in: Austin TX, San Anto

[Contract Documents](#)


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## Vendor Contract Information

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 Search:
 

- All  
 Vendor Discounts Only  
 Catalog Pricing Only

### Refine Your Search:

#### Vendors

Rentacrate Enterprises[X]

#### Price Range

Show all prices

#### Category

None Selected

#### Contract

Moving Services and Supplies[X]

**Vendor Name:** Rentacrate Enterprises  
**Address:** 2401 French Settlement Dr.  
 Dallas, TX 75212  
**Phone Number:** (469) 515-1163  
**Email:** gkosan@rentacrate.com  
**Website:** <http://www.rentacrate.com>  
**Federal ID:** 82-1723237  
**Contact:** Greg Kosan

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** Yes

**No Excluded Foreign Terrorist Orgs:** Yes

**Contract Name:** Moving Services and Supplies

**Contract#:** 559-18

**Effective Date:** 06/01/2018

**Expiration Date:** 05/31/2021

**Payment Terms:** Net 30 days

**Delivery Days:** 5

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** Arkansas, California, Connecticut, Delaware, Dist  
 Iowa, Louisiana, Maryland, Michigan, Mississippi,  
 North Carolina, Ohio, Oklahoma, Oregon, Pennsy  
 Texas, Washington, Wisconsin

**Additional Info:** EDGAR Vendor Certification Form (relating to 2 C  
 Vendor response document, and can be found in  
 page. Vendor Certification form regarding Texas t  
 "Vendor Proposal Files Documents" link below.

**Quote Reference Number:** 559-18

**Additional Dealers:** Rentacrate Enterprises, Houston TX

### Additional Resources

### Contract Documents

EG-205489  
Moving Services

**INTERLOCAL AGREEMENT ("Rider") CONSENT FORM**

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.

1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.
3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
  - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
  - b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
  - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
  - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.
4. **PURCHASING AUTHORITY:**
  - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
  - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third party agreements for the purchase of products and services.
  - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.
5. **AGREEMENT CONSENT ACKNOWLEDGEMENT:** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

YES      [ ] NO

Company Name: ALL POINTS OF TEXAS /Submitter's Name/Title: BUD COLE / COMMERCIAL SERVICES

Address: 2420 W 14TH ST, SUITE 210 City, State and Zip Code: GRAND PRAIRIE, TX 75050

Email Address: sales@allpointsofTexas.com

Submitter's Signature: Bud Cole Telephone No. (817) 225-6888

Fax No. \_\_\_\_\_ 800 # (if available) \_\_\_\_\_

Date: 4/15/19



**EG-205489  
Moving Services**

**INTERLOCAL AGREEMENT ("Rider") CONSENT FORM**

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.

1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.
3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
  - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
  - b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
  - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
  - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.
4. **PURCHASING AUTHORITY:**
  - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
  - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third party agreements for the purchase of products and services.
  - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.
5. **AGREEMENT CONSENT ACKNOWLEDGEMENT:** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?  
 YES       NO

Company Name: Wellington Facility Services /Submitter's Name/Title: Christopher Patton - President

Address: 17740 Preston Road, Ste 200 City, State and Zip Code: Dallas, TX 75252

Email Address: chris.patton@wellingtonfs.com

Submitter's Signature:  Telephone No. 972-853-1455

Fax No. n/a 800 # (if available) n/a

Date: 4/16/19

EG-205489  
Moving Services

INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.

1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.
3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
  - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
  - b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
  - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
  - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.
4. **PURCHASING AUTHORITY:**
  - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
  - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third party agreements for the purchase of products and services.
  - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.
5. **AGREEMENT CONSENT ACKNOWLEDGEMENT:** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?  
[ x ] YES                      [   ] NO

Company Name: OIG - Office Interiors Group /Submitter's Name/Title: Steve Kassen/GM

Address: 430 S Main Street City, State and Zip Code: Grapevine, TX 76051

Email Address: steve@oig.com

Submitter's Signature:  Telephone No. 469.310.1946

Fax No. 972.388.7849 800 # (if available) \_\_\_\_\_

Date: 04/17/201

**CONSENT AGENDA ITEM  
BOARD MEETING  
OCTOBER 22, 2019**

**TOPIC: APPROVE THE MINUTES FOR THE FEBRUARY 19, 2019, APRIL 30, 2019, AND MAY 28, 2019 RACIAL EQUITY COMMITTEE MEETINGS**

**BACKGROUND:**

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee will also work with the community and businesses in a broader discussion and examination of the impact of issues of race, language, and culture on the local workforce, economy, and community.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve The Minutes for the February 19, 2019, April 30, 2019, and May 28, 2019 Racial Equity Committee Meetings
2. Decline to Approve The Minutes for the February 19, 2019, April 30, 2019, and May 28, 2019 Racial Equity Committee Meetings
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Minutes for the February 19, 2019, April 30, 2019, and May 28, 2019 Racial Equity Committee Meetings

**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**

All Departments and Campuses in FWISD

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sherry Breed



**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
 RACIAL EQUITY COMMITTEE  
 MEETING MINUTES**

**Tuesday, February 19, 2019 at 4:00 p.m.  
 Board Conference Room | 2903 Shotts St., Fort Worth, TX 76107**

**Committee Members Present:**

Anderson, Sue	Grover, Barbara	Masterson, Twyla	Rincón, Cynthia
Beltran, Erika	Harris, Cleveland	Mattingly, Cissy	Villegas, Veronica
Breed, Sherry	Harrison-Jordan, Tina	Moss, Christene	Waller-Pace, Brandi
Chavez, Aracely	Herrera, Alfonso	Muñoz, Dr. Robert	Walker, Carlos
El, Robert	Krochmal, Dr. Max	Olivares, David	West, Bill
Garcia-Lopez, Norma	Masterson, Tim	Poullard, Eric	

**Committee Members Absent:**

Argumedo, Miguel	Hickman, Dr. Olga	Moore, Jerry	Richter, Breinn
Clark, Rickie	Hodges, Charles	Nixon, Glenn	Robbins, Norman
Cytron-Walker, Adena	Jones, Cara	Paz, Ashley	Townsend, Rian
Gravelle, Elizabeth	Jones, Trevon	Phillips, Quinton	Turcios, Carlos
Griffith, Barbara	Lassiter, Shawn	Ramos, Jr., Jacinto	Turcios, Juan
Haugabook, Rachel	Lee, Yasmin (for Rincon)	Rashidi, Amon	Scribner, Dr. Kent P
			Young, Patricia

**Guests:**

Austin, Ed	Poullard, Precious	Community Members	
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**CALL TO ORDER**

- Christene C. Moss called the meeting to order at 4:04 p.m.
- Approval of Minutes from prior meeting
  - Please add to the minutes that the LatinX facilitators used a different protocol during the LatinX Affinity Group exercise
- Review of Racial Equity Committee (REC) Meeting Protocol

**DISCUSSION ITEMS:**

**1. Updates and Refreshers from the Division of Equity & Excellence**

- Dr. Krochmal recognized Mrs. Moss' service as a Board Member for Fort Worth ISD. She has decided not to run again in the upcoming election.
- Mrs. Breed recognized REC member Brandi Waller-Pace on becoming a Teaching Chair.
- Four students from My Brother's Keeper are attending 'MBK Rising!' in Oakland, CA - [video](#)



## FORT WORTH ISD MISSION:

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

- It was suggested that we find ways to work with the teachers that we currently have and offer them ways to learn Spanish, as well as other languages, to be able to communicate with and/or teach our students, as well as communicate with our parents and community members.
- Also suggested: the need to work on systems and how to make changes in them, e.g. if Principals hire teachers, could the district provide a rubric that considers culture competency.
- The committee would like to receive and update (presentation) about the African American studies/LatinX Studies curricula. It was also suggested that a review be done of the current curriculum, which is very white-centered, as well as not historically and racially accurate

### 3. Subcommittee Reports & Updates:

- Reminder: If Subcommittees need any documents, etc. from the District, please ask Mrs. Breed
- Due to lack of time, all subcommittees were not able to share out. All were asked to send their reports to Ms. Grover and she will send them out, or upload them to the GoogleDrive.
  - **Academics & Segregation Subcommittee**
  - **Communication Subcommittee**
  - **Discipline Subcommittee**
    - The Discipline Subcommittee needs questions for the upcoming focus groups
  - **Staffing & Recruiting Subcommittee**
    - Handout with meeting highlights
    - Met with Sara Gillaspie and heard work from the city's racial work
    - Met with TCU regarding student teachers

### REMINDERS:

- Save the Date: 2019 Racial Equity Summit - Saturday, March 23, 2019  
IM Terrell Academy for STEM & VPA
- Save the Date: Cesar Chavez/Dolores Huerta Day of Service - Monday, March 25, 2019  
TCC-Trinity River
- Next Meeting: Tuesday, March 26, 2019 / Board Conference Room

**ADJOURN:** Meeting adjourned at 5:31 p.m.

Signed: Christene Moss Date: 4/30/19  
Mrs. Christene Moss, Co-Chair

Signed: Max Krochmal Date: 4/30/19  
Dr. Max Krochmal, Co-Chair

/clm & bg



**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District  
 Racial Equity Committee  
 Meeting Minutes  
 Tuesday, April 30, 2019 at 4:00 p.m.  
 Board Conference Room, 2903 Shotts St., Ft. Worth, TX 76107**

**Committee Members Present:**

Anderson, Sue	Dominguez, Nyssa	Krochmal, Dr. Max	Poullard, Precious
Argumedo, Miguel	El, Robert	Masterson, Twyla	Turcios, Carlos
Breed, Sherry	Grover, Barbara	Moss, Christene	Walker, Carlos
Chavez, Aracely	Harris, Cleveland	Nixon, Glenn	Waller-Pace, Brandi
Cytron-Walker, Adena	Hodges, Charles		

**Committee Members Absent:**

Beltran, Erika	Herrera, Alfonso	Moore, Jerry	Richter, Breinn
Clark, Rickie	Hickman, Dr. Olga	Muñoz, Dr. Robert	Rincón, Cynthia
Garcia-Lopez, Norma	Jones, Cara	Olivares, David	Robbins, Norman
Gravelle, Elizabeth	Jones, Trevon	Paz, Ashley	Scribner, Dr. Kent P
Griffith, Barbara	Lassiter, Shawn	Phillips, Quinton	Turcios, Juan
Harrison-Jordan, Tina	Masterson, Tim	Poullard, Eric	Villegas, Veronica
Haugabook, Rachel	Mattingly, Cissy	Ramos, Jr., Jacinto	West, Bill
		Rashidi, Amon	Young, Patricia

**Guests:**

Community Members	Angelica Underwood	Deborah McKnight (PEG Facilitator)
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**CALL TO ORDER:** The meeting was called to order at 4:06 pm  
 Approval of minutes from prior meeting

**DISCUSSION ITEMS:**

- Mrs. Breed opened the meeting with a PowerPoint presentation sharing photos from the various Equity focused events that have taken place since the last REC meeting.
  - Read Across America, March 2nd
  - My Brother's Keeper – LIT conference, March 8th
  - 2019 Racial Equity Summit, March 23rd
  - Cesar Chavez/Dolores Huerta Day of Service Rally, March 25th
  - William James MS launch of ESTEAM (Equity Student Leadership Team), April 24th
  - MBK Suit Up! Campaign and suit fittings at Jos. A. Bank, April 14th & 28th

## 2. Subcommittee Reports & Updates:

- Communication
  - Ms. Pace & Ms. Paz are co-chairs. While they have struggled to coordinate and meet in-person, they have used Zoom to meet virtually.
  - The committee has been exploring the communication process in the district and how it changes based on the situation
  - They have reached out to Mr. Bond and other administrators regarding current policy.
  - They have discussed effective ways to both give and receive communication. The committee recommends that this be part of staff development meetings on campuses.
  - The district should ensure that staff are communicating in ways that are meaningful to the audience (ex: admin to staff, admin to parents, etc.)
  - We often write communications and use a great deal of educational jargon at a level that exceeds the capacity of the reader.
  - Parents do not take advantage of after school opportunities & programs because the communication sometimes gets lost and they are not aware of the opportunities. It cannot be assumed that one way is the best way to communicate with all parents. Multiple avenues should be used.
  - The committee is looking into procedures regarding translation services. The committee wondered how the protocol could be standardized and communicated to staff so they know what services are available?

### Other Discussion:

- Members of the greater committee suggested that the subcommittee reach out to the four language centers to discuss the processes & guidelines that they use
  - Regarding the district newsletter: Is this blasted out on social media (facebook/twitter)? If not, this could be considered. Some committee members believe it goes out to faith-based leaders in the community.
  - It was recommended that the subcommittee contact the Communications department to gather additional information.
  - It was recommended that someone from the Communications department come present to the REC.
- 
- Academics & Segregation
    - This subcommittee has met and they are focusing on data at schools with residency preference and lottery.
    - They are also researching the issue of gentrification in the Fairmount neighborhood. In the past, this neighborhood was more Latinx, and served that community. But now it has shifted and is more gentrified (White).
    - Policy FDB (LOCAL) says which schools have a neighborhood preference. (Daggett Montessori, Como Montessori, Marine Creek Collegiate High School).
    - The committee is looking into what the impact would be to these schools and others if they recommend changes to the policy.
    - The committee plans to get data on Advanced Academic enrollment by campus.
    - They are also looking at how Programs of Choice are designated for the particular campuses.



- They have heard from community members about the decline that occurs from middle school to high school due to lack of access to programs of choice. These barriers include, but are not limited to, transportation and awareness.
  - The sub-committee is close to making a recommendation to the REC for Board consideration.
- Discipline
    - This committee reported that they have three recommendations nearly final, and are working on two more.
    - Their focus has been on best practices re: discipline, culture shifting, changing narratives, vices v. beliefs, student behavior, and vague policies.
    - They have researched data regarding lost days of instruction, financial impact, suspension rates, by campus, pyramid, gender, socio-economic status, etc.
    - Recommendation 1 overview: Code 21 is over used in coding of discipline referrals. Carroll ISD has changed their system so they can track incidents more accurately. The committee would like to recommend that FWISD do this so we know what specific behaviors are occurring, and appropriate support and resources are provided.
    - Recommendation 2 overview: Resources on campuses. The committee has studied what staff is on campuses providing services. Services and support from RP specialists should be expanded. It is also recommended that other means of de-escalation be offered.
    - Recommendation 3 overview: FWISD has a metrics for the district, but schools need to have this at the campus level also. At schools with lower suspension rates, data still shows disproportionality by race & gender. The committee recommends creating metrics around equity, so that disproportionality can be addressed at a meaningful level.
    - TBSI (Texas Behavior Support Initiative) has models, practices, and example policies that may be used. Many problems stem from socio-emotional needs of children who have been traumatized. Other methods of de-escalation need to be explored for all campuses. (meditation, yoga, etc). If the socio-emotional needs of students are address, this could increase academic success.
    - They (subcommittee) are working with a TCU Criminal Justice student to look at data from last year and this year to see what progress the district has made.

Other Discussion:

- The REC would like to hear from RP specialists about what they are doing on campuses and what they are seeing.
- Staffing & Recruiting
    - This committee is in the process of putting together their recommendations relating to ways to enhance the hiring process. They have several recommendations in progress, but they want to prioritize.
    - They are also looking at the recently completed districtwide ERS study which aligns with their work, to gather more information.
    - They have gathered information from principals and others on how hiring and on-boarding takes place.
    - They are waiting for some data to support their recommendations
    - A UNT professor is interested in partnering with the District.

**Other General Discussion:**

- Deborah McKnight (PEG facilitator) joined us today. She has started working with EDs to build their lens' of racial equity & strengthen their use of protocol
- Going forward, there is a need to strengthen the support for the REC subcommittees. It was suggested that subcommittees use the phone and other mechanisms, rather than email for communication.
- Mrs. Breed reminded the group that all recommendations come to the larger group first to be reviewed.
- Students, Miguel Argumedo and Nyssa Dominguez, shared that Mrs. Breed visited Paschal when they presented their racial video project. Students are really talking at the school now. Some conversations became heated, but he sees how the PEG protocol can be used to diffuse arguments. It was recommended that more conversations like this be held, but in a facilitated manner, so the discussions can be productive.

**REMINDERS:**

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, May 28, 2019 / BCR

**ADJOURN:** Meeting adjourned at 5:33 p.m.

Signed:  Date: 9/30/19  
Dr. Max Krochmal, Chair

/bg



**FORT WORTH ISD MISSION:**

PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District  
Racial Equity Committee  
Meeting Minutes  
Tuesday, May 28, 2019 at 4:00 p.m.  
Board Conference Room, 2903 Shotts St., Ft. Worth, TX 76107**

**Committee Members Present:**

Anderson, Sue	Cytron-Walker, Adena	Herrera, Alfonso	Moss, Christene
Argumedo, Miguel	Dominguez, Nyssa	Hodges, Charles	Olivares, David
Breed, Sherry	El, Robert	Krochmal, Dr. Max	Robbins, Norman
Chavez, Aracely	Grover, Barbara	Maldonado, Angel (for Rincon)	Walker, Carlos
Clark, Rickie	Harris, Cleveland	Mattingly, Cissy	Waller-Pace, Brandi

**Committee Members Absent:**

Beltran, Erika	Jones, Cara	Nixon, Glenn	Richter, Breinn
Garcia-Lopez, Norma	Jones, Trevon	Paz, Ashley	Rincón, Cynthia
Gravelle, Elizabeth	Lassiter, Shawn	Phillips, Quinton	Scribner, Dr. Kent P
Griffith, Barbara	Masterson, Tim	Poullard, Eric	Turcios, Juan
Harrison-Jordan, Tina	Masterson, Twyla	Poullard, Precious	Villegas, Veronica
Haugabook, Rachel	Moore, Jerry	Turcios, Carlos	West, Bill
Hickman, Dr. Olga	Muñoz, Dr. Robert	Ramos, Jr., Jacinto	Young, Patricia

**Guests:**

Bentzen, Bill	Cole, Nakia	Niedziela, Joe (presenter)	
Burrell, Stacy	Crespo, Mirgitt	Community Members	

**CALL TO ORDER:**

- The meeting was called to order at 4:07 p.m.
- Approval of minutes from prior meeting
- Review of Racial Equity Committee (REC) Meeting Protocol

**DISCUSSION ITEMS:**

**1. Update on Social Studies Curricula (Joe Niedziela, Director)**

- “Designing a Culturally Responsive Educational Program”
  - FWISD is ahead of all districts in Texas and most in the nation with the new African and African-American History and Culture (AAHC) curriculum
  - State level standards are primarily “Eurocentric”; FWISD is working to address K-12 curriculum for the infusion of African and African-American and Latino/a Histories and Cultures

- The AAAHC is currently being offered in the district; however, only 6 high schools actually taught the course in 2018-19 (Dunbar, Eastern Hills, South Hills, Southwest, TCC-South, and Western Hills). Total enrollment in the course has steadily increased and is currently at just over 200.
- The Latino/a Studies (LS) course is offered district-wide; and is currently being taught at 7 high schools in 2018-19 (Dunbar, Eastern Hills, North Side, South Hills, Southwest, TCC-South, and Western Hills). Total enrollment in the course has steadily increased and is currently at nearly 250 students.
- Currently, both AAAHC & LS courses are electives, and not required for graduation. However, the Social Studies department is working on making a change that would increase enrollment in both courses. (FWISD would be the first in Texas to do this).
- Information about this work has been shared through multiple avenues, including community events, news media, Inside FWISD, and several Professional Learning opportunities.
- Next Steps:
  - Gain support and approval to allow high school ethnic studies courses to count toward the local 4 credit social studies graduation requirement;
  - Work with Equity and Excellence and Human Capital Management on a plan to recruit teachers from needed academic backgrounds;
  - Work with Early Childhood, Elementary Literacy, Secondary Literacy, Science, Math and Art departments to incorporate overlay curriculums across disciplines;
  - Foster a district-wide professional learning community where teachers develop, share, and implement lessons.

## 2. Subcommittee Reports & Updates:

- Discipline
  - The student representative from the Discipline subcommittee shared an overview of their most recent meeting.
  - After closely examining Enrollment & Discipline data – The presenter compared suspension of Latinx students between different high schools and found that disparities were very apparent between campuses. The presenter wondered what was being done differently between the campuses to cause such results. This data was shared with others and has prompted many discussions.
  - The committee recommends recruiting additional students to the REC next year.
  - The Discipline committee has concerns about the overuse of Code 21 and the need for more specific information about infractions so campus and student needs can be met.
  - The larger committee has asked for a report regarding the impact of the Girls, Inc. program at the 11 identified campuses. They would like this report to include information regarding which staff members are suspending students at higher rates. Black girls are still being suspended at a higher rate.
  - As part of the Discipline data review, the committee would also like to identify the schools that are successful, and know what they are doing so it can be shared and can it be shared.
- Academics & Segregation
  - *Not discussed today due to time*

- Communication
  - *Not discussed today due to time*
- Staffing & Recruiting
  - *Not discussed today due to time*

**REMINDERS:**

- Please review the Guidelines for the Racial Equity Committee
- Next Meeting: Tuesday, June 18, 2019, Board Conference Room

**ADJOURN:** Meeting adjourned at 5:40 p.m.

Signed:  Date: 9/30/19  
Dr. Max Krochmal, Chair

/clm,bg

**ACTION AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES  
CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), FJ(LOCAL)  
AND FMA(LOCAL)**

**BACKGROUND:**

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the district’s local policies are concerned. District personnel updates policies incorporating TASB’s recommendations and/or the needs of the district. The Board of Trustees always has the final say regarding which policies go in the manual.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Second Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), FJ(LOCAL) and FMA(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), FJ(LOCAL) and FMA(LOCAL)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), FJ(LOCAL) and FMA(LOCAL)

**FUNDING SOURCE**

***Additional Details***

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All schools and departments

**RATIONALE:**

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

**INFORMATION SOURCE:**

Karen Molinar

# BOARD POLICY UPDATE #113

## CG(LOCAL): BONDED EMPLOYEES AND OFFICERS

### Rationale

Since the law requires certain employees to be bonded and the district can determine on an individualized basis whether to bond other employees, this locally developed policy, dating from 1989, is recommended for deletion.

Annotations are shown as follows.

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



~~BONDED EMPLOYEES AND OFFICERS~~

CG  
(LOCAL)

~~In addition to the employees and officers required by law to be bonded, other District employees who have responsibilities for school funds or properties shall be bonded. The bonds shall be of the types and in amounts as determined by the Board.~~

~~An annual report regarding bonding limits, employees and/or groups protected by bonds, and other pertinent, related data shall be submitted to the Superintendent for communication to the Board.~~

# BOARD POLICY UPDATE #113

## CI(LOCAL): SCHOOL PROPERTIES DISPOSAL

### Rationale

This local policy authorizes the superintendent to declare district materials, equipment, and supplies to be unnecessary and appropriately dispose of those items. In response to questions, we have clarified that the scope of this authority includes district vehicles and other District personal property.

In addition, we recommend adding a statement that instructional materials must be disposed of in accordance with law, as the Education Code requires the board to determine that the materials are not needed by the District.

Finally, a change clarifies that property obtained with federal funds or as federal surplus must be managed in accordance with federal law.

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

Annotations are shown as follows.

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

SCHOOL PROPERTIES DISPOSAL

CI  
(LOCAL)

The Superintendent ~~or designee~~ is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, personal property such as vehicles, and supplies for fair market value. If the unnecessary property has no value, Superintendent ~~or designee~~ may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law. [See CMD(LEGAL)]

Property ~~Items~~ obtained with federal funds or as federal surplus shall be managed in accordance with federal law ~~according to federal regulations.~~

~~Employees of a department in which items have been declared unnecessary shall not be permitted to purchase those items. [See also CMB(LOCAL)]~~

~~In accordance with administrative regulation, notice shall be given to the Board prior to the disposal of portable buildings and buses.~~

# Board Policy Update #109

## ➤ **CNA(LOCAL): TRANSPORTATION MANAGEMENT – STUDENT TRANSPORTATION**

### **RATIONALE**

Key changes to this policy are a result of SB 195, which expanded the reasons for which a district may apply for an additional transportation allotment for students residing within two miles of a campus to include areas presenting a high risk of violence in addition to the existing factor of hazardous traffic conditions. If the district applies for additional funding based on either or both factors, the board must adopt an appropriate resolution describing the areas. Recommended for deletion are provisions addressing eligibility to participate in the district's transportation system by students for whom the district does not receive transportation funds, as well as provisions addressing the authority for determining bus routes, as such issues may be more appropriately addressed in administrative regulations.

Annotations are shown as follows.

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

~~A student who lives two or more miles from the assigned school, including a magnet school to which the student has applied and has been accepted, shall be eligible for transportation. The distance shall be measured by the shortest route that may be traveled on public roads from the student's home to the school.~~

~~The District may permit a student for whom the District does not receive state transportation funds to use District transportation, in accordance with time and space limitation and administrative regulations.~~

~~A student who transfers to a school other than the school to which he or she is assigned, without a corresponding change of address, shall not be eligible for transportation.~~

**Fees**

~~Applicable fees, if any, shall be approved by the Board and published in administrative regulations.~~

**Hazardous Routes**

~~The District shall maintain a list of hazardous routes, noting the locations of the routes with hazardous conditions.~~

**Bus stops**

~~All students who use District transportation shall board buses at authorized stops. Authorized bus stops shall be designated annually by the Superintendent or designee. Bus drivers shall load and unload passengers only at authorized stops.~~

**Hazardous Traffic  
Conditions and  
High-Risk Areas**

If the District applies for the additional transportation allotment provided by the state for students who live within two miles of a school campus, the Board shall adopt a resolution to identify hazardous traffic conditions or areas presenting a high risk of violence within two miles of the school campus. The resolution shall include the specific hazardous or high-risk areas in which transportation shall be provided, and the District shall publish the locations of these routes. The Board shall adopt a revised resolution when necessary to accurately reflect changes to the conditions or areas.

**Eligibility**

# Board Policy Update

## ➤ DBAA (LOCAL): CRIMINAL HISTORY AND CREDIT REPORTS

### RATIONALE

This policy relates to criminal background checks and applicant appeals. Presently, the policy is exceedingly lengthy, laborious, and confusing. This TASB-recommended local policy is recommended for inclusion in the district's policy manual to shorten and clarify the process. The District's administrative specifics can be included through an added DBAA (REGULATION) policy.

Annotations are shown as follows.

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

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA  
(LOCAL)

DISQUALIFYING  
OFFENSES

The District shall obtain criminal history record information on final candidates for employment. All District positions have the potential for contact with students. The District shall disqualify from employment a person whose criminal history indicates that the person poses a threat to students or employees. Consistent with business necessity, the District shall also disqualify from employment a person whose criminal history is otherwise inconsistent with the job duties of the position for which the person is being considered.

INDIVIDUALIZED  
ASSESSMENT

The District shall perform an individualized assessment of criminal history record information when determining a person's eligibility for employment in a specific position. The District shall take into account a variety of factors, including the following:

1. The nature of the offense;
2. The age of the person when the crime was committed;
3. The date of the offense and how much time has elapsed;
4. The adjudication of the offense (e.g., whether the person was found guilty by a trier of fact, pled guilty, entered a no contest plea, or received deferred adjudication);
5. The nature and responsibilities of the job sought;
6. The accuracy of the person's disclosure of his or her criminal history during the selection process;
7. The effect of the conduct on the overall educational environment; and
8. Any further information provided by the person concerning his or her criminal history record.

ARRESTS

The fact of an arrest alone does not establish that criminal conduct has occurred, and the District shall not disqualify a person based solely on an arrest. The District may make an employment decision based on the conduct underlying the arrest if the conduct makes the person unfit for the position in question.

SBEC NOTIFICATION

If a candidate for a position has a reported criminal history, and the candidate is certified by the State Board for Educator Certification (SBEC), the District shall report the criminal history to SBEC.

CREDIT HISTORY

The District shall obtain credit history information on a candidate for employment only when the credit history is related to the position for which the person is being considered. The District shall comply with the Fair Credit Reporting Act before obtaining a job-related credit history. [See DBAA(LEGAL)]

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA  
(LOCAL)

~~DEFINITIONS~~

~~“Convicted” or “conviction” shall be construed to mean a conviction by a verdict, by a plea of guilt, or by a judgment of a court (with a jury having been waived), and without regard to the subsequent disposition of the case by suspension of sentence, probation, deferred adjudication, or other sentence.~~

~~Moral turpitude shall include, but not be limited to, dishonesty; fraud; deceit; theft; misrepresentation; deliberate violence; base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; drug- or alcohol-related offenses as described in 19 Administrative Code 249.16(b); or acts constituting abuse under Family Code 261.001.~~

~~CRIMINAL HISTORY  
RECORD~~

~~The District shall obtain criminal history record information on any person the District intends to employ. The District reserves the right to obtain criminal history record information on any District employee or applicant at any time. [See DBAA(LEGAL)] The District reserves the right not to employ any applicant or to continue to employ any employee whose criminal history record indicates an arrest or conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity of an applicant or employee judged to be inappropriate for a school employee.~~

~~Criminal history record checks shall be completed at least annually with restrictions as follows:~~

- ~~1. Background investigations shall not be initiated without an approval or request by the director of the office of professional standards or designee. Verbal requests shall not be considered.~~
- ~~2. Except to authorized persons, information contained in criminal history records shall not be released by the liaison sheriff's deputy. A violation of this procedure may result in disciplinary and/or criminal action.~~

~~CRIMINAL HISTORY  
RECORD  
INVESTIGATIONS~~

~~The liaison sheriff's deputy and/or a District investigator shall conduct background investigations on all current District employees and applicants who work in direct contact with students.~~

~~Procedures for classification of computerized criminal histories are as follows:~~

- ~~1. For all applicants:
  - ~~a. A complete Tarrant County Criminal Justice record check shall be performed.~~~~



EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA  
(LOCAL)

- ~~b.— A complete Texas Department of Public Safety criminal record check shall be performed.~~
- ~~c.— A Texas driver's license check, if applicable, shall be performed to ascertain if there are any driving while intoxicated (DWI) offenses, driving under the influence of drugs (DUID) offenses, obstructing public highway or passageway offenses, or outstanding traffic warrants.~~
- ~~d.— A warrant check shall be performed on regional, state, and national computer systems for each individual.~~
- ~~e.— Fingerprints and photographs shall be sent to the Texas Department of Public Safety in accordance with state-prescribed mandatory procedures for national criminal history checks. An FBI fingerprint card may be sent to the FBI headquarters to determine if the individual has a criminal record listed nationally.~~

~~2.— For current employees:~~

- ~~a.— A Texas Department of Public Safety criminal record check shall be performed on all employees each year.~~
- ~~b.— A continuous Tarrant County record check shall be conducted on all current employees.~~
- ~~c.— A personalized background investigation, using the aforementioned tools, shall be conducted on any employee should the District receive any information regarding criminal activity.~~

~~Regardless of whether an event occurs within or outside of an employee's work calendar year, an employee shall notify his or her immediate supervisor and the office of professional standards within two District business days of any arrest, charge, conviction, deferred adjudication, or plea of nolo contendere for any Class "A" or "B" misdemeanor, any Class "C" misdemeanor involving public lewdness or prostitution, or any crime against a child. The notice to the office of professional standards must be in writing. Failure to provide the required notices may result in termination of employment. [See DF series and DH]~~

~~Any employee who has a conviction for DWI or DUID (including of-fenses reduced to obstructing public highway or passageway of-fenses) shall not transport students or drive a District vehicle for a period of ten years from the date of conviction.~~

~~Procedures for background investigations are as follows:~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA  
(LOCAL)

- ~~1. When a candidate's application has been processed by the District, it shall be forwarded to the director of the office of professional standards complete with all necessary demographic and personal information. The director or designee shall ensure that all the proper applicant information is submitted to the Texas Department of Public Safety in accordance with state prescribed mandatory procedures for a national criminal history record check. The director or designee shall also send the application to the liaison sheriff's deputy for a local criminal record check. For current employees, the demographic and personal information necessary to complete a background investigation shall be gathered from the District's human resources department.~~
- ~~2. When a candidate's background investigation has been completed and there are no outstanding warrants, offenses involving moral turpitude, or other criminal history that would prohibit employment as defined by the District's criteria, a favorable review shall be forwarded to the assistant superintendent of human resources or designee.~~
- ~~3. If a candidate's background investigation reveals any of offenses involving moral turpitude, or other criminal history that would prohibit employment as defined by the District's criteria, results shall be forwarded to the director of the office of professional standards, who shall inform the District's assistant superintendent of human resources or designee, or the site administrator of the unfavorable review.~~
- ~~4. If a background investigation reveals an outstanding warrant, information shall be forwarded to the appropriate police authority for review and action.~~
- ~~5. If a background investigation reveals an outstanding warrant or an offense involving moral turpitude with any current employee, information shall be forwarded to the appropriate police or certification authority, the director of the office of professional standards, and the assistant superintendent of human resources or designee.~~
- ~~6. All computerized criminal histories are confidential and shall be maintained by the liaison sheriff's deputy in the office of professional standards. These records shall not be a part of the individual's personnel record.~~

OFFENSES THAT  
PRECLUDE  
EMPLOYMENT

An individual whose criminal history record includes any of the following offenses shall not be considered for employment:

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA  
(LOCAL)

- ~~1. Felony. An individual shall not be granted employment with the District if the individual's criminal history indicates pending court action for a felony of the third degree or greater, or if in the past ten years, the individual has been convicted of a felony of the third degree or greater or of any offense equivalent to a felony of the third degree or greater, as defined by the Texas Penal Code or federal statutes.~~
- ~~2. Offenses or pending court action for felonies and misdemeanors involving moral turpitude. No individual shall be considered for employment with the District if the individual has ever:
  - ~~a. Been convicted of an offense that poses a risk of harm to children and/or the elderly, including but not limited to the following Texas Penal Code Statutes:
    - ~~(1) Rape or sexual assault (Texas Penal Code 22.01 and 22.021);~~
    - ~~(2) Physical, sexual, emotional abuse or neglect of a minor (Texas Penal Code 22.021, 22.04, and 22.041);~~
    - ~~(3) Incest/prohibited sexual conduct (Texas Penal Code 25.02);~~
    - ~~(4) Exploitation, including sexual exploitation, of a minor, or sexual misconduct of a minor (Texas Penal Code 43.05, 43.24, 43.25, 43.251, and 43.26);~~
    - ~~(5) Molestation of a child (Texas Penal Code 21.11);~~
    - ~~(6) Lewdness or indecent exposure (Texas Penal Code 21.07);~~
    - ~~(7) Possession, distribution, or sale of obscene or pornographic visual materials (Texas Penal Code 43.24 and 43.26);~~
    - ~~(8) Assault, battery, or any violent offenses involving a minor or the elderly (Texas Penal Code 22.01, 22.02, and 22.04);~~
    - ~~(9) Endangerment of a child (Texas Penal Code 22.041);~~
    - ~~(10) Removing a child from a state or concealing a child in violation of a court order (Texas Penal Code 20.03, 20.04, and 25.03); or~~~~~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

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(LOCAL)

~~(11) Any type of child abduction (Texas Penal Code 25.03, 25.031, 25.04, 25.06, and 25.08);~~

~~b. Pleased guilty to any of the aforementioned offenses regardless of whether the plea resulted in a conviction; or~~

~~c. Pleased nolo contendere or no contest to any of the aforementioned offenses.~~

~~3. State jail felony. An individual shall not be granted employment with the District if the individual's criminal history indicates pending court action for a state jail felony, if he or she has been convicted of state jail felonies or equivalent federal laws within the past 12 months, or if he or she is currently serving a probation, parole, court-ordered community supervision, or deferred adjudication for a state jail felony or equivalent offense.~~

~~4. Misdemeanor drug convictions, Class "A," "B," and "C," criminal or equivalent:~~

~~• An individual who has a conviction of a Class "C" misdemeanor for possession of drugs and/or drug paraphernalia shall not be considered for employment by the District for one year after the date of conviction.~~

~~• An individual who has a conviction of a Class "B" misdemeanor for drug possession shall not be considered for employment by the District for three years after the date of conviction.~~

~~• An individual who has a conviction of a Class "A" misdemeanor for drug possession shall not be considered for employment by the District for five years after the date of conviction.~~

~~The aforementioned offenses may result in a recommendation for termination of current employees.~~

~~OFFENSES THAT MAY  
NOT PRECLUDE  
OFFERS OF  
EMPLOYMENT~~

~~The following offenses may not preclude an individual from consideration for employment:~~

~~1. State jail felony: Individuals who have been convicted of state jail felonies or equivalent federal laws prior to the past 12 months and are not currently on probation, parole, court-ordered community supervision, or deferred adjudication may be considered for employment by the District.~~

~~2. Class "A" and Class "B" Misdemeanors: An individual who has a conviction classified as a Class "A" or Class "B" misde-~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

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(LOCAL)

~~meanor, as defined by the Texas Penal Code, may be considered for employment or as a volunteer if the offense does not fall within the criteria as previously stated.~~

- ~~3. Class "C," Criminal, or Equivalent Misdemeanors: An individual who has a conviction of any Class "C" misdemeanor other than public lewdness and prostitution offenses as defined by the Texas Penal Code that is criminal in nature shall be reviewed on an individual basis. That information shall be forwarded to the director of the office of professional standards, who shall forward the information to the assistant superintendent of human resources or designee for review.~~
- ~~4. Class "C," Noncriminal, or Equivalent Misdemeanors: An individual who has a conviction of any Class "C" misdemeanor noncriminal or traffic offenses, as defined by the Texas Family Code, Texas Health and Safety Code, or the Texas Motor Vehicle Laws, shall be considered for employment or as a volunteer. However, if an individual has made application for employment with or for status as a volunteer with the District and his or her duty and responsibility will be the transporting of students, then that individual shall not have accumulated five or more penalty points, as defined by the Texas Motor Vehicle Laws. (Penalty points are assessed for traffic law violations and accidents in accordance with 37 Administrative Code 14.14, Minimum Driving Record Qualifications.)~~

~~The District reserves the right to withhold a decision regarding employment pending the final court disposition of any existing charges.~~

~~Multiple convictions in an individual's lifetime may prevent consideration for employment.~~

APPLICANT REVIEW  
COMMITTEE

~~Decisions related to the foregoing offenses may be appealed to the applicant review committee. Current employees should refer to policies DCD(LOCAL), DCE(LOCAL), DFCA(LEGAL), DFCA(LOCAL), and DGBA(LOCAL) for the appropriate appeals process.~~

~~An applicant for employment who has a criminal record that would preclude employment with the District using the criteria listed above may appeal to the applicant review committee. The committee shall consist of the chief legal counsel of the District or designee, the assistant superintendent of human resources or designee, and the director of employee relations or designee. The committee shall assess the records of potential employees and may request to meet with the applicant prior to making a recommendation.~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

DBAA  
(LOCAL)

~~GOVERNING CRITERIA  
FOR EMPLOYMENT~~

~~The appeal to the applicant review committee shall not be available to applicants whose criminal record includes a conviction, deferred adjudication, or plea of guilty or nolo contendere for the offense of capital murder, murder, indecency with a child, injury to a child or an elderly or disabled individual, aggravated kidnapping, aggravated sexual assault, sexual assault of a child, aggravated robbery, or any felony where a deadly weapon was used or exhibited, or for any felony related to the manufacture, delivery, or possession of marijuana, a controlled substance, or dangerous drug.~~

~~The applicant review committee may consider the following factors in determining whether or not to recommend a waiver of the criminal history restrictions to employment:~~

- ~~1. The nature and seriousness of the crime.~~
- ~~2. The relationship of the crime to the purposes of the District.~~
- ~~3. The extent to which employment status might offer an opportunity to engage in further criminal activity of the same type as that in which the person previously had been involved.~~
- ~~4. The relationship of the crime to the ability, capacity, or fitness required to perform the duties and discharge the responsibilities of the position with the District.~~
- ~~5. The extent and nature of the person's past criminal activity.~~
- ~~6. The age of the person at the time of the commission of the crime.~~
- ~~7. The time elapsed since the person's last criminal activity.~~
- ~~8. The conduct and work activity of the person prior to and following the criminal activity.~~
- ~~9. Evidence of the person's rehabilitation or rehabilitative effort while incarcerated or following release.~~
- ~~10. If the person holds a professional license, the results of any action taken by the licensing authority.~~
- ~~11. Other evidence of the person's present fitness, including letters of recommendation from the law enforcement officers in the community where the person resides and any other person in contact with the convicted person.~~
- ~~12. The effect of the crime upon the District, or, if an applicant, the effect that hiring the person would have upon the District.~~
- ~~13. Whether the individual has a pattern of habitual criminal activity.~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS  
CRIMINAL HISTORY AND CREDIT REPORTS

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(LOCAL)

~~14.—The publicity surrounding the actual crime.~~

~~15.—The effect that the applicant's conduct had upon the staff, community, and/or students or the effect that having an individual who was convicted of a particular crime employed in a specific position might have upon the staff, students, and/or the community.~~

~~16.—The overall impact of the conduct upon the operation of the school or the District.~~

~~17.—Whether the person is a clear and present danger to other staff, students, or the general public.~~

~~18.—Any extenuating circumstances.~~

APPLICANT REVIEW  
COMMITTEE'S  
RECOMMENDATION

~~The applicant review committee shall sign and forward a recommendation to the Superintendent or designee on the applicant declaring approval or denial of employment.~~

SUPERINTENDENT'S  
DECISION

~~The Superintendent or designee shall review the recommendation and take appropriate action on the employment status of the applicant. This decision shall be final.~~

# Board Policy Update #107

## ➤ FJ(LOCAL): STUDENT FUNDRAISING

### RATIONALE

Significant revisions are recommended to simplify and streamline this local policy, which has been retitled Student Fundraising to better reflect the content. Extensive administrative details, including unique language addressing senior class merchandise and annuals, are recommended for deletion from the policy.

As reflected in the introductory sentence to the policy, details on fundraising plans, approval of activities, and reporting are typically addressed in administrative regulations and need not be included in board-adopted policy. Provisions on fundraising by outside organizations were moved to GE. Remaining policy statements include provisions that address student participation in approved activities that benefit the district or a nonschool, charitable organization. Those activities must relate to the district's educational mission and participation must be voluntary.

In accordance with law, no fundraising is permitted during class time. The final paragraph includes a reminder that fundraisers involving the sale of food and beverages that can be consumed during the school day must comply with federal competitive food standards, unless it is an exempted fundraiser as permitted by state and federal law.

Annotations are shown as follows.

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



**STUDENT FUNDRAISING GIFTS AND SOLICITATIONS**

FJ  
(LOCAL)

<del>DONATIONS</del>	<del>{For information regarding acceptance of monetary donations made to a</del> <b>Administrative regulations shall address student fundraising plans,</b> <del>group or to an individual campus, see CDC(LOCAL)}</del>
<del>INSTRUCTIONAL MATERIALS</del>	<del>Offers of instructional aids or materials by publishers, businesses, or individuals in the public or private domain shall have the approval of</del> <b>fundraising</b> <del>the Superintendent or designee.</del>
<del>SCHOLARSHIPS</del>	<del>The District shall encourage organizations and patrons to provide for unrestricted scholarships for District students. The District shall accept scholarships in accordance with procedures that allow flexibility of acceptance and ease in administering the program.</del>
<del>SCHOOL-SPONSORED FUND-RAISING</del>	<b>Fund-raising activities, and any required reporting on fundraisers by campus administrators.</b>  <b>With at least one employee managing each</b> <del>by student groups and/or for school-sponsored projects shall be allowed for students in all grades, with prior approval of the principal and under the supervision of the project,</del> <b>students representing their school or the District may</b> <del>sponsor.</del>  <del>All fund-raising projects and sale of merchandise shall be subject to the approval of the principal.</del>  <del>Student participation in approved fund-raising activities shall not interfere with the regular instructional program. [See EC] Funds raised shall be received, deposited, and disbursed in accordance with CFD(LOCAL).</del>
<del>FOR OUTSIDE ORGANIZATIONS (STUDENT OR EMPLOYEE DIRECTED)</del>	<del>Students shall be permitted to participate in</del> <b>approved fundraising to</b> <del>fund drives (i.e., canned food, clothes, toys) for nonschool charitable organizations, nonprofit entities, or relief efforts related to natural disasters (e.g., hurricanes, tornadoes, tsunamis, and the like) as official representatives of their schools with the approval of the principal. Student participation shall be on a strictly volunteer basis and shall not disrupt the regular school day. The principal shall notify the central administration of the activity.</del>
<del>BY OUTSIDE ORGANIZATIONS</del>	<del>No outside organizations of any sort may solicit contributions of any type from students within the schools. Drives for funds or materials for any purpose from students in the District shall be prohibited.</del>
<del>LOSS OF CLASS TIME</del>	<del>The collection of monies that takes the time of the students or teachers during school hours is strictly forbidden, unless the monies collected represent payment for school lunches, monies that shall benefit the</del> <b>District school or a nonschool, charitable organization.</b> <del>Participation</del> <b>its students, or other authorized fees.</b> <del>[See also FP]</del>

DATE ISSUED:  
~~2/18/2017~~ **12/19/2012**  
**UPDATE 107** ~~LDU-2012.14~~  
FJ(LOCAL)-~~AX~~

ADOPTED:

1 of 3

**STUDENT FUNDRAISING GIFTS AND SOLICITATIONS**

FJ  
(LOCAL)

~~The Superintendent or designee shall regularly be~~ **voluntary and shall be** ~~informed of approved~~ **only when** ~~fund-raising projects and shall periodically review the fundraising effect of such activity re-~~ **lates** ~~on the student body, the instructional program, and the community.~~

~~SENIOR CLASS  
MERCHANDISE~~

~~The following guidelines shall apply to the sale of senior class merchandise in the schools:~~

~~RINGS,  
INVITATIONS,  
DIPLOMA COVERS,  
CAPS AND GOWNS~~

~~14.1. The District's~~ **educational mission** ~~business office shall bid all senior merchandise. Each company that desires to sell senior merchandise must agree to the specifications and requirements as published by the District. The District reserves the right to accept or reject any or all bids. The District further reserves the right to base its final decision upon prices, quality, and reputation of the company as well as services offered, not just the lowest price.~~

**Fundraising shall not be permitted during class time. [See EC]**

~~15. Fundraising through sales of foods and beverages that could be consumed during the school day shall meet the requirements for competitive foods unless the District allows an exception from the competitive food requirement, as permitted by state and federal law. [See CO and FFA] Each high school shall form a committee composed of student representatives from the classes affected by the contract and the school-based decision-making team. This committee shall review all authorized vendor presentations.~~

~~Prior contact with any member of the committee by the company representatives shall be strictly prohibited. This shall include parties, luncheons, or any other type of pre-selection meeting. Violations of this guideline may result in disqualification from consideration.~~

~~16. The principal shall select the company after consulting with the school-based decision-making team and representation of the appropriate class. The Board delegates to the principal authority to sign contracts for a term not to exceed three years for the sale of senior merchandise. At the end of the initial contract term, the school may extend the contract on an annual basis for an additional year. The term of the contract may be extended for not more than three additional one-year periods.~~

DATE ISSUED:  
~~2/18/2017~~ **12/19/2012**  
**UPDATE 107** ~~LDU-2012.14~~  
FJ(LOCAL)-~~AX~~

ADOPTED:

2 of 3

**STUDENT FUNDRAISING GIFTS AND SOLICITATIONS**

FJ  
(LOCAL)

~~A copy of the senior class merchandise contract for every high school shall be on file in the office of the assistant superintendent of secondary school management.~~

~~ANNUALS~~

~~The principal, after consulting with the annual sponsor, may sign a contract for annuals not to exceed three years in length.~~

~~SALE OF FOOD~~

~~Food sales by school organizations shall not be permitted until after school hours.~~

# Board Policy Update #112

## ➤ **FMA(LOCAL): STUDENT ACTIVITIES-SCHOOL-SPONSORED PUBLICATIONS**

### **RATIONALE**

Recommended revisions to this local policy clarify that district and campus publications are under the district's control and school-sponsored publications approved by a principal and published by students are part of the instructional program. The provision outlining the principal's administrative responsibilities for publications is recommended for deletion, as such a statement need not be included in board policy.

We also recommend:

- Replacing the text on advertising with a Note pointing to GKB, to consolidate and eliminate duplication of advertising provisions; and
- Deleting the unnecessary complaint provision.

Annotations are shown as follows.

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

All publications edited, published, and ~~printed, or~~ distributed in print or electronically in the name of ~~or within~~ the District or an individual campus~~schools~~ shall be under the control of the campus and District ~~school~~ administration and the Board. All school-sponsored publications approved ~~and issued~~ by a principal and published by students at an individual campus~~schools~~ shall be part of the instructional program, under the supervision of a faculty sponsor.

**Note:** For provisions regarding advertising, including advertising in District- or school-sponsored, ~~and shall be carefully edited to reflect the ideals and expectations of the citizens of the District for their schools. The principal shall be responsible for all matters pertaining to the organization, issuance, and sale of such publications, see GKB. and any other publication procedure, subject to the Superintendent's approval.~~

**Advertising**

~~Advertising in individual school publications may be accepted from bona fide business firms, subject to the approval of professional employees exercising editorial supervision over the publications. Advertising deemed inappropriate for student readers or that advertises products presenting a health hazard, such as alcohol or tobacco products, shall not be accepted.~~

**Complaints**

~~Students who have a complaint regarding the procedures or a professional decision affecting the content or style of a school-sponsored publication shall present that complaint in accordance with ENG.~~

**ACTION AGENDA ITEM  
BOARD MEETING  
October 22, 2019**

**TOPIC:        APPROVE BOARD RESOLUTION AND OFFER FOR RELOCATION ASSISTANCE PAYMENT TO OWNER OF 5070 AND 5074 WILLIE STREET, FORT WORTH, TARRANT COUNTY, TEXAS FOR PROPERTY BEING ACQUIRED FOR SCHOOL USE**

**BACKGROUND:**

Fort Worth ISD has previously determined that a public necessity exists to expand the Young Men’s Leadership Academy as set forth in the 2017 Capital Improvement Program. The property at 5070 and 5074 Willie Street—owned by Hermelinda Martinez—is in the immediate vicinity of the school and Fort Worth ISD needs to acquire the two lots, which contain Ms. Martinez’s residence, for the expansion of the school. A final offer has been made to purchase the property from owner of record, Hermelinda Martinez, for \$80,000 based on the market value, which was determined by an appraiser engaged by Ft. Worth ISD. The Board has authorized counsel to initiate and exercise condemnation proceedings in furtherance of Ft. Worth ISD’s power of eminent domain for the purpose of acquiring fee simple title to the property.

Because Ms. Martinez resides at the property, it has been determined that she qualifies for relocation assistance under the Texas Property Code. Fort Worth ISD has engaged a relocation agent to calculate replacement housing payments. That amount is \$49,900 (the difference in the price offered for the property acquired and the cost to purchase a similar home) plus \$8,000 for moving costs for a total of \$57,900 plus closing costs to Ms. Martinez since she and her family are displaced by the public project.

For calculation of relocation payment, see attached recommendation from relocation consultant.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Board Resolution and Offer for Relocation Assistance Payment to Owner of 5070 and 5074 Willie Street, Fort Worth, Tarrant County, Texas for Property being Acquired for School Use
- 2 Decline to Approve Board Resolution and Offer for Relocation Assistance Payment to Owner of 5070 and 5074 Willie Street, Fort Worth, Tarrant County, Texas for Property being Acquired for School Use
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board Resolution and Offer for Relocation Assistance Payment to Owner of 5070 and 5074 Willie Street, Fort Worth, Tarrant County, Texas for Property being Acquired for School Use.

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6619-B46-918-99-000-000000

**COST:**

\$57,900.00

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Sole Source

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District Operations  
Capital Improvement Program

**RATIONALE:**

The acquisition of this property is necessary in planning for the expansion and operation of the Young Men’s Leadership Academy. Ms. Martinez is being displaced by the acquisition of the property and qualifies for relocation assistance under the Texas Property Code.

**INFORMATION SOURCE:**

Art Cavazos  
Vicki Burris



**RESOLUTION TO APPROVE BOARD RESOLUTION AND OFFER FOR RELOCATION ASSISTANCE PAYMENT TO OWNER OF 5070 AND 5074 WILLIE STREET, FORT WORTH, TARRANT COUNTY, TEXAS FOR PROPERTY BEING ACQUIRED FOR SCHOOL USE**

**BOARD OF EDUCATION  
BOARD MEETING: OCTOBER 22, 2019  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 22<sup>nd</sup> day of October, 2019, the Board of Education (BOE) for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

WHEREAS, Fort Worth ISD has previously determined that a public necessity exists to expand the Young Men’s Leadership Academy as set forth in the 2017 Capital Improvement Program. The property at 5070 and 5074 Willie Street—owned by Hermelinda Martinez—is in the immediate vicinity of the school and Fort Worth ISD needs to acquire the two lots, which contain Ms. Martinez’s residence, for the expansion of the school;

WHEREAS, a final offer has been made to purchase the property from owner of record, Hermelinda Martinez, for \$80,000 based on the market value, which was determined by an appraiser engaged by Ft. Worth ISD;

WHEREAS, because Ms. Martinez resides at the property, it has been determined that she qualifies for relocation assistance under the Texas Property Code in the amount of \$49,900.00 plus any closing costs;

WHEREAS, the District has previously authorized and directed Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property, which now includes the payment of relocation assistance to the property owner.

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

The Fort Worth Independent School District Board of Education hereby authorizes counsel to make an offer of relocation assistance payment to Hermelinda Martinez in the amount of \$57,900.00 plus closing costs to relocate her from 5070 and 5074 Willie Street to a comparable home that is safe and meets required standards, and authorizes Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property, including payment of relocation assistance to the property owner.

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

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

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

ATTEST:

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