

*Board of Education
Regular Meeting
October 8, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on October 8, 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. **PLEDGES - Luella Merrett Elementary School**
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Metro Ministries - Carter Park Elementary School
 - C. Texas Education Human Capital Management Day
 - D. White Cane Day
4. **REPORTS/PRESENTATIONS**
 - A. 2013 Citizens' Oversight Committee Report
5. **LONE STAR GOVERNANCE**
 - A. Goal 2: Middle Grades Math
Goal Progress Measures: 2.1, 2.2. and 2.3
6. **PUBLIC COMMENT**
7. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
8. **DISCUSSION OF AGENDA ITEMS**

9. CONSENT AGENDA ITEMS

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

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10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

11. EXECUTIVE SESSION

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

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

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Director III, Instructional Coaching Initiative

15. 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 the Ratification of and Approval of Memorandum of Understanding 189
Between Education Service Center Region 11 and the Fort Worth ISD: Como
Montessori, Handley Middle, Harlean Beal Elementary, JT Stevens Elementary, Jean
McClung Middle, Seminary Hills Park Elementary, Sunrise McMillan Elementary,
Westcreek Elementary and Western Hills Elementary
- E. Approve the Resolution Nominating Candidate(s) for Tarrant Appraisal District 194
Board of Directors

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

17. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 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 10, 2019.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

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

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

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

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

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING SEPTEMBER 10, 2019

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

Given under my hand on September 5, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

Anne Darr
CJ Evans
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Jacinto Ramos
Norman Robbins

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Interim Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management
Elsie Schiro, Chief of Business & Finance
Cherie Washington, Chief of Secondary Schools

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

2. PLEDGES - Lily B. Clayton Elementary School

Principal, Stephanie Hughes introduced the students, who were members of the safety patrol.

3. RECOGNITIONS

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

Greeters were from the Army JROTC unit at Paschal High School.

Mr. Bond gave a reminder, the following morning at 8:30 a.m., in the lobby of the Administration Building, JROTC would take the lead in the annual Patriot's Day memorial ceremony.

4. LONE STAR GOVERNANCE

A. Individualized Learning

Dr. Scribner gave opening comments and turned the presentation over to Jerry Moore.

The following topics were discussed:

Fort Worth ISD Board Goals

Division of Academics

Mrs. Golumb:

Pillars of Support

Trend of SPED Students Served

Instructional Settings

Educational Environments

STAAR 3-8 and STAAR EOC Passing Rate (SpEd Students).

District Graduation Rates

Strategically-Aligned and Focused Support

David Saenz:

Web-Based Learning

Web-Based Courses Completed

OnRamps

Distribution of Student Enrollment

At the conclusion of the presentation, Mr. Ramos commented; 1) moving forward, when we have Lone Star Governance on the top, we specifically list the goal, goal progress measure and data associated with it. Are we going up or are we going down?; 2) Begin to have a real conversation as dangerous and as vulnerable that it is going to make us, have conversations from a point of acknowledgement, not from a point of awareness.

5. PUBLIC COMMENT

Speakers:

L. Pennix

Diane M. Simons

Arnoldo Hurtado

Aaron Moreno
Beverly Fletcher
Robert Rogers
Mindia Whittier
Jowona Powell
Elizabeth Maldonado
Thomas Torlincasi
Miracle Slover
Miguel Argumedo

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

The meeting was recessed at 6:48 p.m. and reconvened at 6:52 p.m.

7. DISCUSSION OF AGENDA ITEMS

C.J. Evans had questions regarding agenda items 8.B.1. and 8.B.2, which David Saenz addressed.

Anne Darr had comments regarding item 8.B.3 .Structured Primary Literacy Program, which Jerry Moore addressed.

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. August 13, 2019 - Regular Meeting
2. August 27, 2019 - Regular Meeting

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

1. Approve Purchase of Industry Certification Examination License and Prep Materials
2. Approve the Purchase of CTE Computers
3. Approve Authorization to Award Contracts for a Structured Primary Literacy Program

C. Approve the Service Contract Between Fort Worth Independent School District and Renzulli Learning, LLC to Purchase the Renzulli Learning System User Licenses

- D. Approve Contract for From the Heart International Educational Services
- E. Approve the New Teacher Project (TNTP) Contract Extension for Community Partnerships Grant
- F. Approval of Interlocal Agreement Contract Between the Crowley Independent School District and the Fort Worth Independent School District for Procurement Card Services
- G. Approve Easement and Right of Way for Job No. 006-202 Eastern Hills High School Addition/Renovation in Conjunction with the 2017 Capital Improvement Program
- H. Approve First Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

The meeting was recessed at 6:57 p.m.

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Fort Worth Independent School District v. Clark; TEA Docket No. 127-LH-07-2019
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. District Teaching Permit for Non-Core CTE Courses
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)
- E. Hearing to Consider Recommendation of Certified Hearing Examiner in the matter of Fort Worth Independent School District v. Clark; TEA Docket No. 127-LH-07-2019

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:25 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

14. ACTION AGENDA ITEMS

No action 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. Approval of District Teaching Permit for Non-Core CTE Courses

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve the District Teaching Permit for Non-Core CTE Courses.

The motion was unanimously approved.

E. Approve Shared Service Agreement (SSA) with ESC Region XI for Instructional Services, Materials and Professional Development Training and Administration of Services for Private Nonprofit Schools Located within Fort Worth ISD Boundaries

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Shared Service Agreement (SSA) with ESC Region XI for Instructional Services, Materials and Professional Development Training and Administration of Services for Private Nonprofit Schools Located within Fort Worth ISD Boundaries.

The motion was unanimously approved.

The motion passed, 7 for and one abstention, by Anne Darr.

F. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for Special November 5, 2019 Election

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Resolution and Order Adopting Polling Locations and Revised Order of Election for Special November 5, 2019 Election.

The motion was unanimously approved.

G. Approve Adoption of the Hart Intercivic Verity System as the Voting System to be Used for all Forms of Voting in Tarrant County

Motion was made by CJ Evans, seconded by Tobi Jackson, to approve Adoption of the Hart Intercivic Verity System as the Voting System to be Used for all Forms of Voting in Tarrant County.

The motion was unanimously approved.

H. Hearing to Consider and Possibly Take Action on the Recommendation of Certified Hearing Examiner in the matter of Fort Worth Independent School District v. Clark; TEA Docket No. 127-LH-07-2019

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve and Move that the Board Consider the Arguments we Heard Tonight, Review the Record and Render a Decision at a Special Called Meeting Within Ten Days.

The motion was unanimously approved.

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

Speakers: Anne Darr Anael Luebanos Jacinto Ramos

After comments by Board Members, the Board convened in closed session to deal with Executive Session Items 10.A and 10.E.

The meeting was reconvened in open session at 9:27 p.m., with action taken on Action Item 14.H.

16. ADJOURN

The meeting was adjourned at 9:28 p.m.

/s/ Faye Daniels

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on September 17, 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 12, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 04:30 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 12, 2019 at 04:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING SEPTEMBER 17, 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 12, 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 12, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

1. 4:30 P.M. - CALL TO ORDER SPECIAL MEETING – BOARD ROOM

President Ramos called the meeting to order at 4:30 p.m.

The following Board Members were present:

Anne Darr
CJ Evans
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Jacinto Ramos
Norman Robbins

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Art Cavazos, Chief of District Operations
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Interim Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management
Elsie Schiro, Chief of Business & Finance
Cherie Washington, Chief of Secondary Schools

2. PUBLIC COMMENT

Speakers:

Thomas Torlincasi

James G. Clark

Carlos Turcios

Jowana Powell

Nelcy Cardenas

Mindia Whittier

Joanna Cardoza

Waymond Brown

Norma Luna

Diane Simmons

The meeting was recessed at 5:00 p.m., for the Board to convene in closed session.

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

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

1. Fort Worth Independent School District v. Georgia Clark, TEA Docket No. 127-LH-07-2019 pursuant to Texas Education Code §21.258

4. RECONVENE IN REGULAR SESSION – BOARD ROOM

The meeting was reconvened at 5:54 p.m.

5. ACTION AGENDA ITEM

A. Consideration and Possible Action on the Recommendation of Certified Hearing Examiner in the matter of Fort Worth Independent School District v. Georgia Clark; TEA Docket No. 127-LH-07-2019 (Texas Education Code §21.259)

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve With regard to TEA Docket Number 127-LH-07-2019, Fort Worth Independent School District vs. Georgia Clark, I move to Adopt, Reject and/or Change the Certified Hearing Examiner's Findings of Fact, Conclusions of Law and Proposal for Granting Relief, as Outlined in "Decision of Board of Trustees for Fort Worth Independent School District", a Document Considered and Discussed by the Board in Closed Meeting.

The motion was unanimously approved.

B. Consideration and Possible Action to Terminate Georgia Clark's Continuing Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve Pursuant to Chapter 21 of the Texas Education Code, I Move to Terminate the Continuing Contract of Georgia Clark for Good Cause, Effective Immediately.

The motion was unanimously approved.

6. ADJOURN

The meeting was adjourned at 5:58 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 8, 2019**

TOPIC: APPROVE THE REGISTRATION OF FWISD EMPLOYEES FOR WESTED'S QTEL BUILDING THE BASE CONFERENCE

BACKGROUND:

WestEd's Quality Teaching for English Learners (QTEL) is a research-based professional development approach that advances the teacher's capacity to improve academic language proficiency for all students in all content areas. Through interactive workshops, QTEL demonstrates how teachers can engage and support all learners, particularly English Learners, in rigorous and collaborative academic work.

This particular conference is aimed at teachers who are new to the QTEL thinking and procedures used in lesson planning. It will be led by WestEd's QTEL staff who are expert in the field. Future professional development will be available for teachers to improve the writing ability and skills of EL students and lesson planning for all students.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve the registration of FWISD employees for WestEd's QTEL Building the Base conference.
2. Decline to Approve the registration of FWISD employees for WestEd's QTEL Building the Base conference.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the registration of FWISD employees for WestEd's QTEL Building the Base conference

FUNDING SOURCE

Additional Details

General Funds

199.13.6411.BEA.999.25.370.000000

COST:

Not to exceed \$200,000.00

VENDOR:

WestEd

PURCHASING MECHANISM

Registration

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

This conference is open to any instructional staff and instructional leadership of the district. To date, employees from 20 campuses have signed up to attend.

RATIONALE:

The focus and methodology of the QTEL professional development program addresses a demonstrated instructional need, revealed through TELPAS and STAAR results, to provide greater rigor and scaffolded support for English Learners in FWISD. Assisting teachers to better develop the use of students' academic English to enhance classroom questioning, discussion, and overall discourse can benefit students at all grade levels and content areas. Developing this pedagogical knowledge in FWISD teachers will help further our students' academic progress. FWISD has previously engaged in WestEd's QTEL professional development programming through the Texas Title I Priority Schools (TTIPS) grants at INA and Daggett Middle School, as well as groups from Polytechnic and South Hills High Schools where teachers have sought further training.

INFORMATION SOURCE:

Jerry Moore



QUALITY TEACHING FOR ENGLISH LEARNERS

TEXAS QTEL 2019-2020 CONFERENCE SERIES

Developing Educator Expertise to Work with English Learners

(concurrent sessions will be conducted separately for secondary ELA and mathematics teachers)

Target Audience: Secondary teachers of English Learners, teacher leaders, and instructional coaches who have not attended QTEL professional development in previous years.

Objective: To develop the capacity of teachers to design and enact quality learning opportunities for English Learners. Educators will support all of their students in engaging in quality interactions that simultaneously develop deep conceptual understandings and disciplinary language.

Participants in the mathematics session will learn:

- * How to determine the academic rigor, or cognitive demand, of a mathematical task.
- * How to enact pedagogical scaffolding that is both designed-in and contingent.
- * How to employ a lesson architecture that supports English Learners in developing deeper conceptual understanding as their uses of language simultaneously deepen and broaden.
- * How to sustain a language focus in productive ways that deepen students' language choices and autonomy over time.

Participants in the ELA session will learn:

- * How to support students in acquiring the needed conceptual, analytic, and language practices they need to succeed in secondary language arts/literacy classrooms.
- * How to develop students' autonomy to read, discuss and write about informational and narrative texts in multiple scenarios.
- * How to build teacher expertise in engaging students in close and careful reading of complex texts by participating in authentic performance tasks.
- * How to use the QTEL approach to design lesson and/or unit plans that incorporate multiple scaffolding tasks to support students' acquisition of standards-based content and academic language to access grade level texts.

Dates:
October 18 - 19 and
October 25 - 26, 2019

Times:
8:30am- 3:30pm

Location:
UTA Fort Worth
1401 Jones St.
Fort Worth, TX 76102

Cost:
\$1,550 per participant.
Each participant will receive one set of instructional materials, handouts, and a book.
Coffee will be served in the mornings

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE PURCHASE OF EDGENUITY PATHBLAZER K-5 MATH SITE LICENSE

BACKGROUND:

Pathblazer is an adaptive mathematics program that is designed for students in grades K-5. Pathblazer is a supplemental, online intervention program that helps move struggling students up to grade-level proficiency in math. The program will integrate the Northwest Evaluation Assessment MAP Growth data with its system to create individualized prescriptive learning progressions for each student.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of Edgenuity Pathblazer K-5 Math Site License
2. Decline to approve purchase of Edgenuity Pathblazer K-5 Math Site License
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of Edgenuity Pathblazer K-5 Math Site License

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-019-XXX-24-162-000000

COST:

\$303,400.00

VENDOR:

Edgenuity Inc.

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 18-047

Number of Bid/Proposals received: 7

HUB Firms: 0

Compliant Bids: 7

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

82 Elementary Campuses.

RATIONALE:

The Pathblazer program will provide an additional mechanism to help struggling students to be successful in mathematics and their STAAR grade level assessments.

INFORMATION SOURCE:

Jerry Moore



Price Quote for Services

Fort Worth ISD
Fort Worth TX

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

Date 8/23/2019
Quote # 60570
Vendor #

Payment Schedule	Pricing Expires	Contract Start Date	Contract End Date
	12/31/2019	10/1/2019	9/30/2020


Header	Quantity	Description	Amount
Pathblazer Math	82	Pathblazer K-5 Math Site License w/ NWEA	303,400.00
Total			\$303,400.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

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

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

Customer _____

Signature  _____

Print Name Jerry Moore

Title Int. Chief Academic Officer

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

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE PURCHASE OF LEVELED LITERACY INTERVENTION MATERIALS

BACKGROUND:

In an effort to have all 3rd grade students reading on grade level by 2025, Leveled Literacy Intervention (LLI) materials will provide an explicit, systematic reading intervention for K-2 students who are having reading difficulties. Teachers will deliver this intervention in small groups of 3-4 students, 30 minutes daily in addition to the core reading instruction. This intervention would target Tier 2 and Tier 3 K-2 readers to lift their literacy achievement.

STRATEGIC GOAL:

- 1- Increase Student Achievement

ALTERNATIVES:

- 1. Approve the purchase of Leveled Literacy Intervention Materials
- 2. Decline to Approve the purchase of Leveled Literacy Materials
- 3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of Leveled Literacy Intervention Materials

FUNDING SOURCE

Additional Details

General Funds

199-11-6329-04K-XXX-24-208-000000

COST:

\$606,944.00

VENDOR:

Heinemann

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Beal, Harlean Elementary
Briscoe, Edward J. Elementary
Chavez, Cesar Elementary
Contreras, Alice D. Elementary
Daggett Elementary
Dillow, S. S. Elementary
Greenbriar Elementary
Hubbard Heights Elementary
Huerta, Dolores Elementary
Kirkpatrick Elementary
McDonald, Atwood Elementary
Mendoza, Rufino Elementary
Morningside Elementary
Moss, Christene C. Elementary
Nash, Charles E. Elementary

North Hi Mount Elementary
Oaklawn Elementary
Peace, Hazel Harvey Elementary
Peak, Carroll Elementary
Sagamore Hill Elementary
Seminary Hills Park Primary
Shulkey, Bruce Elementary
Sims, T. A. Elementary
South Hills Elementary
Stevens, J. T. Elementary
Sunrise-McMillan Elementary
Washington Heights Elementary
Westcliff Elementary
Westcreek Elementary
Western Hills Elementary

RATIONALE:

Leveled Literacy Intervention (LLI) is an intensive, small group, supplementary literacy intervention for students with reading and writing difficulties. The goal of LLI is to lift the literacy achievement of students who are not achieving grade level expectations in reading.

INFORMATION SOURCE:

Jerry Moore



Quote

Date	School address:				
September 7, 2019	Fort Worth ISD				
Heinemann					
Order #	Title	Author	Price	Qty	Sub-Total
978-0-325-11224-4	LLI Red	Fountas/Pinnell	\$ 4,950.00	40	\$ 198,000.00
978-0-325-06080-4	LLI Blue	Fountas/Pinnell	\$ 3,324.00	40	\$ 132,960.00
978-0-325-06079-8	LLI Green	Fountas/Pinnell	\$ 3,416.00	40	\$ 136,640.00
978-0-325-06077-4	LLI Orange	Fountas/Pinnell	\$ 2,900.00	40	\$ 116,000.00
			\$ -	0	\$ -
			\$ -	0	\$ -
			\$ -	0	\$ -
				Subtotal	\$ 583,600.00
				Shipping	\$ 23,344.00
				Total	\$ 606,944.00
	<i>Thanks for the order!</i>				
	Please send order to: Heinemann P.O. Box 6926 Portsmouth, NH 03802-6926 or Fax: 877-231-6980 <i>(if faxing order, please do not mail in original)</i>				
	Prepared by:				
	Warren Instructional Network				

Warren Instructional Network . Office: 972-390-1352 - Cell: 817-723-7413. E-mail: kyle@warrenin.com

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE PURCHASE OF LITERACY INTERVENTION MATERIALS

BACKGROUND:

In an effort to have all 3rd grade students reading on grade level by 2025, Soluciones Spanish Reading Intervention Materials will provide an explicit, systematic reading intervention for K-2 Dual Language students who are having reading difficulties. Teachers will deliver this intervention in small groups of 4-6 students, 30 minutes daily in addition to the core reading instruction. This intervention would target Tier 2 and Tier 3 K-2 Spanish readers to accelerate the students' access to complex text using authentic Spanish resources.

STRATEGIC GOAL:

- 1- Increase Student Achievement

ALTERNATIVES:

- 1. Approve the purchase of Literacy Intervention Materials
- 2. Decline to Approve the purchase of Literacy Intervention Materials for
- 3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of Literacy Intervention Materials

FUNDING SOURCE

Additional Details

General Funds

199-11-6329-04K-XXX-24-208-000000

COST:

\$426,400.00

VENDOR:

Benchmark Education Company

PURCHASING MECHANISM

BID/RFP/RFO

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Beal, Harlean Elementary
 Chavez, Cesar Elementary
 Contreras, Alice D. Elementary
 Daggett Elementary
 Dillow, S. S. Elementary
 Greenbriar Elementary
 Hubbard Heights Elementary
 Huerta, Dolores Elementary
 Kirkpatrick Elementary
 Mendoza, Rufino Elementary
 Morningside Elementary
 Moss, Christene C. Elementary
 Nash, Charles E. Elementary
 North Hi Mount Elementary
 Oaklawn Elementary

Peace, Hazel Harvey Elementary
 Peak, Carroll Elementary
 Sagamore Hill Elementary
 Seminary Hills Park Elementary
 Sims, T. A. Elementary
 South Hills Elementary
 Sunrise-McMillan Elementary
 WashingtonElementary
 Westcliff Elementary
 Westcreek Elementary
 Western Hills Elementary

RATIONALE:

Soluciones is a comprehensive K-2 Spanish reading intervention program that improves and sustains reading achievement, provides immediate and strategic intervention, delivers intensive vocabulary/language development and support and uses authentic Spanish literature titles. The system includes assessment resources that are used to provide strategic intervention and progress monitor student growth.

INFORMATION SOURCE:

Jerry Moore



**BENCHMARK
EDUCATION
COMPANY**
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Downes Educational Services
Email: Robert@downesed.com
Office Phone:
Phone: 214-893-6154

QUOTE: 9083

Customer:
ACCOUNTS PAYABLE
FT WORTH IND SCHOOL DISTRICT
100 N UNIVERSITY DR, SUITE NW 140-E
FORT WORTH TX 76107

Ship To:
FT WORTH ISD- WAREHOUSE
2901 Shotts Street
Fort Worth TX 76107

ProdCode	Title	Unit Price	Qty	Total Price
XY0706	Soluciones Grades K-2 with ORR with E-Book 1-Year Subscription	\$10,250.00	40	\$410,000.00
PR991	PD-Implementation (Gratis)	\$0.00	7	\$0.00

Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
\$410,000.00		\$0.00	\$16,400.00	\$426,400.00

Memo
4% shipping approved by K Trapp

- * The above pricing cannot be combined with any other offers.
- * Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
- * All digital subscriptions will end on July 31st the last year of the term purchased.

Terms of Service

* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (see below). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

School Purchase Order Number: _____

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE PURCHASE OF ADDITIONAL SPANISH INSTRUCTIONAL MATERIALS FOR KINDERGARTEN THROUGH FIFTH GRADE CALLED FOR UNDER STATE PROCLAMATION 2019

BACKGROUND:

The State Board of Education (SBOE) issued Proclamation 2019 in April 2017 to solicit bids for new instructional materials to go into classrooms in the 2019-2020 school year. On April 23, 2019, the board originally approved the purchase of instructional materials in English language arts and reading grades K-8, Spanish language arts and reading K-6; and handwriting, grades K-5.

Additional Spanish instructional materials for dual language students enables them to have English and Spanish student books. Dual Language teachers need both English and Spanish teacher's editions in order to plan and deliver literacy instruction in both languages.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of additional Spanish instructional materials for kindergarten through fifth grade called for under state proclamation 2019
2. Decline to approve the purchase of additional Spanish instructional materials for kindergarten through fifth grade called for under state proclamation 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of additional Spanish instructional materials for kindergarten through fifth grade called for under state proclamation 2019

FUNDING SOURCE

Additional Details

IMA

410-11-6321-001-698-11-458-000000-12245

COST:

\$1,222,287.98

VENDOR:

Pearson Education

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics	
Bid Number: RFP 19-081 Literary Texts K-2 Number of Bid/Proposal Received: 12 HUB Firms: 1 Compliant Bids: 9	Bid Number: RFP 19-069 Literary Texts 3-5 Number of Bid/Proposal Received: 9 HUB Firms: 2 Compliant Bids: 6
Bid Number: RFP 19-078 Literary Texts 6-8 Number of Bid/Proposal Received: 9 HUB Firms: 0 Compliant Bids: 9	

These purchases have been evaluated in accordance with the Texas Education Code section 44-031 (b) regarding specifications, pricing, performance history, etc. The recommended vendors are listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Purchasing Spanish instructional materials for dual language students to have both English and Spanish student books is best practice. Dual Language teachers need both English and Spanish teacher's editions in order to plan and deliver literacy instruction in both languages.

INFORMATION SOURCE:

Jerry Moore

QUOTE 13 - Fort Worth ISD - myView & miVision Supplemental Student Packages

				25%			
				No Charge	No Charge	Total Dollars/Purchase	
ISBN	Description	Grade	Base Price	Quantity/Units	Savings	Quantity/Units	Total Price
DLI TW All English							
myView Literacy (English):							
9780134919904	myView Literacy 2020 Texas Consumable Student Package 8 years	K	\$ 160.47	30	\$ 4,814.10	89	\$ 14,281.83
9780134919911	myView Literacy 2020 Texas Consumable Student Package 8 years	1	\$ 160.47	19	\$ 3,048.93	57	\$ 9,146.79
9780134919928	myView Literacy 2020 Texas Consumable Student Package 8 years	2	\$ 139.47	19	\$ 2,649.93	56	\$ 7,810.32
Grade K -2 Custom Write-in 8yr + 8 yr digital Package				68	\$ 10,512.96	202	\$ 31,238.94

The following Teacher Resources will be provided at DLI TW English:
 Print Teacher Editions - Grade K = 17, Grade 1 = 15, Grade 2 = 14

				25%			
				No Charge	No Charge	Total Dollars/Purchase	
ISBN	Description	Grade	Base Price	Quantity/Units	Savings	Quantity/Units	Total Price
DLI OW All Campuses All Spanish							
miVision Lectura (Spanish):							
9780134920481	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	3	\$ 211.47	576	\$ 121,806.72	1,730	\$ 365,843.10
9780134920498	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	4	\$ 211.47	619	\$ 130,899.93	1,859	\$ 393,122.73
9780134920504	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	5	\$ 211.47	616	\$ 130,265.52	1,850	\$ 391,219.50
Grade 3-5 Custom Write-in 8yr Package				1,811	\$ 382,972.17	5,439	\$ 1,150,185.33

The following Teacher Resources will be provided at DLI OW Spanish:
 Print Teacher Editions - Grade 3 = 122, Grade 4 = 135, Grade 5 = 142

QUOTE 13 - Fort Worth ISD - myView & miVision Supplemental Student Packages

DLI TW All Campuses All Spanish

ISBN	Description	Grade	Base Price	25%		Total Dollars/Purchase	
				No Charge Quantity/Units	No Charge Savings	Quantity/Units	Total Price
miVision Lectura (Spanish):							
9780134920481	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	3	\$ 211.47	11	\$ 2,326.17	33	\$ 6,978.51
9780134920498	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	4	\$ 211.47	11	\$ 2,326.17	34	\$ 7,189.98
9780134920504	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	5	\$ 211.47	12	\$ 2,537.64	35	\$ 7,401.45
Grade 3-5 Custom Write-in 8yr Package				34	\$ 7,189.98	102	\$ 21,569.94

The following Teacher Resources will be provided at DLI TW Spanish:

Print Teacher Editions - Grade 3 = 12, Grade 4 = 9, Grade 5 = 7

Total English & Spanish Supplemental Packages	1,913	\$ 400,675.11	5,743	\$ 1,202,994.21
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Burton Hill Elementary - All Spanish

ISBN	Description	Grade	Base Price	25%		Total Dollars/Purchase	
				No Charge Quantity/Units	No Charge Savings	Quantity/Units	Total Price
miVision Lectura (Spanish):							
9780134920474	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	2	\$ 211.47	6	\$ 1,268.82	16	\$ 3,383.52
9780134920481	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	3	\$ 211.47	6	\$ 1,268.82	16	\$ 3,383.52
9780134920498	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	4	\$ 211.47	6	\$ 1,268.82	16	\$ 3,383.52
9780134920504	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	5	\$ 211.47	6	\$ 1,268.82	16	\$ 3,383.52
Grade 2-5 Custom Write-in 8yr Package				24	\$ 5,075.28	64	\$ 13,534.08

The following Teacher Resources will be provided at Burton Hill Elementary (1 per grade):

Teacher Edition, Leveled Readers, Leveled Reader Teacher's Guide, Foundational Skills Kit (Gr 2), MyFocus Reader, Assessment Suite, Small Group Guide, MyFocus Intervention, Dual Language Educators' Implementation Guide, & Classroom Library (Gr 3-5)

QUOTE 13 - Fort Worth ISD - myView & miVision Supplemental Student Packages

				25%			
Morningside Elementary - Dual Language				No Charge	No Charge	Total Dollars/Purchase	
ISBN	Description	Grade	Base Price	Quantity/Units	Savings	Quantity/Units	Total Price
miVision Lectura (Spanish):							
9780134920467	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	1	\$ 236.47	1	\$ 236.47	2	\$ 472.94
9780134920474	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	2	\$ 211.47	2	\$ 422.94	7	\$ 1,480.29
9780134920481	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	3	\$ 211.47	2	\$ 422.94	6	\$ 1,268.82
9780134920498	miVision Lectura 2020 Texas Consumable Student Package 8 years + (5) Trade Book titles per student	4	\$ 211.47	2	\$ 422.94	6	\$ 1,268.82
9780134920504	miVision Lectura 2020 Texas Consumable Student Package with Digital Courseware 8-Year License + (5) Trade Book titles per student	5	\$ 211.47	2	\$ 422.94	6	\$ 1,268.82
Grade 1-5 Custom Write-in 8yr Package				9	\$ 1,928.23	27	\$ 5,759.69

The following Teacher Resources will be provided at Morningside Elementary (1 per grade):

Both in English and Spanish: Teacher Edition, Leveled Reader Teacher's Guide, Foundational Skills Kit (Gr 1-2), MyFocus Reader, MyFocus Intervention, Assessment Suite, Small Group Guide

Each Teacher will also receive: Dual Language Leveled Readers, Dual Language Classroom Library (Gr 2-5), & Dual Language Educators' Implementation Guide

Total Burton Hill & Morningside Elementaries	33	\$ 7,003.51	91	\$ 19,293.77
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Total of All English & Spanish	1,946	\$ 407,678.62	5,834	\$1,222,287.98
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shipping & handling 0%

The above Discounts are applicable with a complete purchase.

Items should be purchased directly through Pearson.

Please send final Purchase Order to: irvingsupport@pearson.com

QUOTE 13 - Fort Worth ISD - myView & miVision Supplemental Student Packages

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

Please send final Purchase Order to: irvingsupport@pearson.com

For questions regarding your order please call Customer Service: 1-800-848-9500

As of December 31, 2016, Pearson will no longer accept Credit Card information via postal mail, facsimile, or email.

Credit Card information will only be accepted via phone, eCommerce, or OASIS.

Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified.

All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified.

If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

Implementation services provided by Pearson will be delivered to the customer based on established Pearson processes and billing procedures or through a Custom Scope of Work establishing milestones and/or billing schedule agreed upon by the customer. Changes, requested by the customer, to the original Scope of Work may result in additional costs.

Travel related expenses associated with On-Site Training and Services are included in the listed price unless otherwise specified.

S&H charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates.

If expedited shipping is requested, actual charges may be higher.

Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access.

Customers will be notified of any change prior to the beginning of the new school year.

Quoted prices may not reflect contract pricing for some customers. Any applicable contract pricing will be applied to the final invoice.

If you require contract pricing reflected on the quote, please work with your Account Manager or contact Customer Service.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at time of invoicing may be more or less.

Certain Pearson products may have minimum requirements related to licensing, services, and/or pricing that are reflected in the attached quotation.

The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE PURCHASE OF ENHANCED WARRANTY SUPPORT SERVICES FOR STUDENT ONE-TO-ONE CHROMEBOOKS

BACKGROUND:

The District purchased approximately 34,000 Chromebook devices to support the DiG iN one-to-one student laptop initiative for this school year. These 34,000 Chromebooks devices plus the previously purchased 11,000 devices allows the District to provide every 6th to 12th grade student a Chromebook device. This agreement provides the additional support services, including parts and technicians, to address break and fix support repairs for all newly deployed devices. The previous devices are already covered under a similar agreement. The provider will supply the labor and resources to target a response time of 48-hours for service requests and a five-day return of repaired devices. The repairs will be onsite or if needed will take to their facility for repair. They will maintain asset tracking for repairs that are part of this agreement. Approval of this agenda item represents the cost of year one of this agreement. The cost is per device and will not exceed a total of \$250,400.

STRATEGIC GOAL:

- 1-Increase Student Achievement**
- 2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Enhanced Warranty Support Services for Student One-To-One Chromebooks
2. Decline to Approve Purchase of Enhanced Warranty Support Services for Student One-To-One Chromebooks
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Enhanced Warranty Support Services for Student One-to-One Chromebooks

FUNDING SOURCE

Additional Details

2013 CIP

682-11-6xxx-xxx-xxx-xx-xxx-xxxxxxx

COST:

Not to Exceed \$250,400

VENDOR:

CDW-G

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Middle and High Schools

RATIONALE:

Approval of Enhanced Warranty Support Services will provide efficient and timely warranty support and repairs for student one-to-one Chromebooks.

INFORMATION SOURCE:

Art Cavazos
Jerry Moore
Elsie Schiro

STATEMENT OF WORK

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

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

PROJECT DESCRIPTION

PROJECT SCOPE

OVERVIEW

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

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

PROJECT MANAGEMENT

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

The overall responsibilities of Provider Project Coordinator include:

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

SERVICE DESCRIPTIONS

ENHANCED BREAK/FIX SUPPORT

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

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

EQUIPMENT ASSET MANAGEMENT TOOL

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

EXCLUSIONS TO COVERAGE:

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

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

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

PROJECT ASSUMPTIONS

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

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

CUSTOMER RESPONSIBILITIES

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

PROVIDER RESPONSIBILITIES

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

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

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

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

ITEM(S) PROVIDED TO CUSTOMER

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

Table 1 – Item(s) Provided to Customer

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

PROJECT SCHEDULING

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

TOTAL FEES

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

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a PER UNIT basis.

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

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

Table 2 – per PO#

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

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

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

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

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

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

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

EXPENSES

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

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

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

CUSTOMER-DESIGNATED LOCATIONS

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

PROJECT-SPECIFIC TERMS

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

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

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

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

PAYMENT TERMS

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

EXPIRATION AND TERMINATION

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

CHANGE ORDERS

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

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

MISCELLANEOUS

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

SIGNATURES

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

CDW Government LLC

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Kristin Makhobey

Fort Worth Independent School District (TX)

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Street: _____
City/ST/ZIP: _____

Billing Contact (If different than above):

Street: _____
City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 3 – Customer-Designated Locations

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

SERVICE PROJECTS TERMS AND CONDITIONS

IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS

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

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

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

GOVERNING LAW

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

SERVICES

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

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

COOPERATION

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

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

ACCESS

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

PAYMENT

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

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

EXPORT SALES

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

WARRANTIES

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

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

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

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

PRICING INFORMATION; AVAILABILITY DISCLAIMER

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

LIMITATION OF LIABILITY

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

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

LIMITED LICENSE

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

CONFIDENTIAL INFORMATION

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

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

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

TERM AND TERMINATION

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

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

NOTICES

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

Seller Notice Address:

CDW Government LLC
Attn: General Counsel

With a copy to:

CDW Government LLC
Attn: Director, Program Sales

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

2 Corporate Drive, Suite 800
Shelton, CT 06484

Customer Notice Address:

Fort Worth Independent School District (TX)

Attn: _____

MISCELLANEOUS

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

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

**TOPIC: APPROVE THE ANNUAL REPORT ON COOPERATIVE FEES PAID BY
FORT WORTH ISD**

BACKGROUND:

House Bill 273, effective June 16, 2007, requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Per Texas Education Code § 44.0331. Management fees under certain cooperative purchasing contracts. (a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract. (b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item. (c) The commissioner may audit the written report described by Subsection (b). Added by Acts 2007, 80th Leg., R.S., Ch. 449, § 5, eff. June 16, 2007.

The following are agencies in which the District has Interlocal Agreement Contracts. However, the agency did not charge any fees or management fees during this report period.

- Choice Facility Partners (Harris County Department of Education)
- City of Fort Worth
- Education Service Center (ESC) Region 11
- Houston-Galveston Area Council (HGAC)
- Multi-Region Purchasing Cooperative (Region 10 ESC)
- National Intergovernmental Purchasing Alliance (NIPA)/OMNIA Partners
- Prospering Pals
- Sourcewell (formally National Joint Powers Alliance (NJPA))
- Tarrant County Cooperative Purchasing Program
- Tejas Purchasing Cooperative
- Texas Political Subdivisions
- The Interlocal Purchasing System (TIPS) (Region 8 ESC)
- The Local Government Purchasing Cooperative (Buy Board)
- The Purchasing Association of Cooperative Entities (PACE)
- U.S. Communities Government Purchasing Alliance/OMNIA Partners
- Workquest (Formerly Texas Industries for the Blind and Handicapped (TIBH))
- 1 Government Procurement Alliance

The table below documents the contract-related fees, management fees and any other fees paid to agencies in which the District has an Interlocal Agreement Contract per Local Government Code 271.

Agency	Contract Related Fee	Management Fee	Other Fees	Remarks
Central Texas Purchasing Alliance			\$100.00	Annual fee for alliance management and administration
Educational Cooperative Purchasing Network of North Texas (EPCNT)		\$100.00		Annual membership fee for cooperative management and administration
State of Texas Cooperative Purchasing Program		\$100.00		Annual membership fee for use of state contracts
Total: \$300.00				

STRATEGIC GOAL:

Goal 2: Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Annual Report on Cooperative Fees paid by the Fort Worth ISD
2. Decline to Approve the Annual Report on Cooperative Fees paid by the Fort Worth ISD
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Annual Report on Cooperative Fees paid by the Fort Worth ISD

FUNDING SOURCE

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Not Applicable

RATIONALE:

Approval of the cooperative report by Fort Worth ISD Board is required in order to be in compliance with HB 273 and Texas Education Code 44.031. The acquisition of goods and services through cooperative purchases enables the District to increase the efficiency of our purchasing and procurement processes.

INFORMATION SOURCE:

Elsie Schiro

**CONSENT AGENDA ITEM
BOARD MEETING
OCTOBER 8, 2019**

TOPIC: APPROVE QUALIFICATION OF ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICE FIRMS FOR POTENTIAL PUBLIC-PRIVATE PARTNERSHIP (P3) SERVICES

BACKGROUND:

The District is interested in engaging a firm to provide potential 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. Based upon the Respondent’s expertise, the Architect selected could also act in a consulting capacity with the District on Projects/Qualified Projects. As a result of the District’s need for these services, a Request for Qualifications was issued (RFQ#20-036) for Public-Private Partnership (P3) Architectural/Engineering Services.

On September 20, 2019, the District received 6 Statement of Qualifications (SOQs) from firms in response to the RFQ:

Vendors that Responded to the RFQ	
ARCTURIS	Glenn Partners
Bennett Benner	HKS
Corgan	Parkhill, Smith & Cooper

On September 23, 2019, the A/E evaluation team began the evaluation process based on the evaluation criteria published in the RFQ. The evaluation is in accordance with Board Policy CV (LOCAL).

1. Firm Profile (10 points).
2. Firm Educational Project Experience (20 points).
3. Personnel (15 points).
4. Consultants (5 points).
5. Historically Underutilized Business (HUB) Participation (10 points).
6. Historic Restoration/Renovation Experience (20 points).
7. References (5 points).
8. Public-Private Partnership (P3) Experience (25 points).

The persons listed below served on the A/E evaluation team:

- Elsie Schiro, Chief Financial Officer
- Karen Molinar, Chief of Staff
- David Johnson, Senior Officer of Budget and Finance

The evaluation results of the SOQs are provided in Attachment 1.

In accordance with Texas Government Code §2254.004, Contracts for Professional Services of Architect, Engineer, or Surveyor, staff recommends the Board approve the firms identified in Attachment 1 as qualified providers of those services on the basis of demonstrated competence an qualifications; and grant to the A/E evaluation team the authority to negotiate a contract at a fair and reasonable price. Staff may publish additional RFQs for Architectural and Engineering Professional Services if unable to award contracts necessary for all phases of the potential Public-Private Partnership (P3).

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Qualification of Architectural and Engineering Professional Service Firms for Potential Public-Private Partnership (P3) Services.
2. Decline to Approve Qualification of Architectural and Engineering Professional Service Firms for Potential Public-Private Partnership (P3) Services.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Qualification of Architectural and Engineering Professional Service Firms for Potential Public-Private Partnership (P3) Services.

FUNDING SOURCE

Additional Details

General Fund

COST:

To Be Negotiated

Negotiated contracts, if any, will be brought back to the Board of Education for approval at a later date.

POTENTIAL VENDORS:

ARCTURIS *	Glenn Partners *
Bennett Benner	HKS
Corgan	Parkhill, Smith & Cooper

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 Qualified Projects.

INFORMATION SOURCE:

Elsie I. Schiro

Attachment 1

List of Qualified Firms:

Historical Experience (all 6 firms qualified):	Prior P3 Experience (5 of the 6 firms qualified):
ARCTURIS	ARCTURIS
Bennett Benner	Bennett Benner
Corgan	Corgan
Glenn Partners	
HKS	HKS
Parkhill, Smith & Cooper	Parkhill, Smith & Cooper

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

**TOPIC: RATIFY INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD
AND THE CITY OF FORT WORTH FOR SCHOOL RESOURCE
OFFICER PROGRAM FOR THE 2019-2020 SCHOOL YEAR**

BACKGROUND:

The Fort Worth Independent School District and the City of Fort Worth (City) first entered into an Interlocal contract agreement in 1994 for the services of police officers in the School Resource Officer (SRO) Program. The program is a multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department (FWPD) to provide a safe and secure environment for education. The annual contract period is from October 1, 2019 through September 30, 2020, thus requiring Board ratification of this agreement.

The District will pay the City \$3,894,050.11, which represents 50% of all personnel and operating costs incurred by the City for 44 police officers, as well as the District's proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. This is a 6% increase from last year's cost. The command staff costs are shared by all participating districts, and the participating districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO-assigned vehicles.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Ratify Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2019-2020 School Year
2. Decline to Ratify Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2019-2020 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Ratify Interlocal Agreement between Fort Worth ISD and the City of Fort Worth for School Resource Officer Program for the 2019-2020 School Year

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$3,894,050.11

VENDOR:

City of Fort Worth

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Safety & Security

RATIONALE:

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

INFORMATION SOURCE:

Art Cavazos

ISD	# of Officers Assigned to ISD 50%	ISD Cost Per Officer 50%	Subtotal	# of Officers Assigned to ISD 100%	ISD Cost Per Officer 100%	Subtotal	Command Officers (9) Apportioned Amount	Subtotal	ISD Total	Total with FWPDP portion	50% Officer	100% Officer	Command	ISD %	FWPD %
FWISD	44	66,361.63	2,919,911.69	0	132,723.26	-	21,021.57	924,949.01	3,844,860.70	6,764,772.40	43.16%	0.00%	13.67%	56.84%	43.16%
Keller	4	66,361.63	265,446.52	1	132,723.26	132,723.26	21,021.57	105,107.84	503,277.62	768,724.14	34.53%	17.27%	13.67%	65.47%	34.53%
Eagle Mountain Saginaw	6	66,361.63	398,169.78	0	132,723.26	-	21,021.57	126,129.41	524,299.19	922,468.96	43.16%	0.00%	13.67%	56.84%	43.16%
Crowley	5	66,361.63	331,808.15	0	132,723.26	-	21,021.57	105,107.84	436,915.99	768,724.14	43.16%	0.00%	13.67%	56.84%	43.16%
Northwest	8	66,361.63	530,893.03	0	132,723.26	-	21,021.57	168,172.55	699,065.58	1,229,958.62	43.16%	0.00%	13.67%	56.84%	43.16%
Lena Pope Home	1	66,361.63	66,361.63	0	132,723.26	-	21,021.57	21,021.57	87,383.20	153,744.83	43.16%	0.00%	13.67%	56.84%	43.16%
Lake Worth	1	66,361.63	66,361.63	0	132,723.26	-	21,021.57	21,021.57	87,383.20	153,744.83	43.16%	0.00%	13.67%	56.84%	43.16%
			4,578,952			132,723		1,471,510	6,183,185.48	10,762,137.90	42.55%	1.23%	13.67%	57.45%	42.55%
Position Count	69			1				9		79					

ISD Cost

	FWISD	Keller	EMSISD	CISD	Northwest	Lena Pope	LWISD	
Officer	2,919,911.69	398,169.78	398,169.78	331,808.15	530,893.03	66,361.63	66,361.63	
Command	924,949.01	105,107.84	126,129.41	105,107.84	168,172.55	21,021.57	21,021.57	
Expense Payback	49,189.41	3,431.82	5,719.70	5,719.70	6,863.64	1,143.94	1,143.93	
FY 2020 ISD Total	3,894,050.11	506,709.44	530,018.89	442,635.69	705,929.22	88,527.14	88,527.13	6,256,397.62
<i>FY 2019 ISD Total</i>	<i>3,644,677.08</i>	<i>476,662.02</i>	<i>414,167.85</i>	<i>414,167.85</i>	<i>579,834.99</i>	<i>82,833.57</i>	<i>82,833.57</i>	<i>5,695,176.92</i>
<i>Increase from 2019 to 2020</i>	<i>249,373.04</i>	<i>30,047.42</i>	<i>115,851.04</i>	<i>28,467.84</i>	<i>126,094.23</i>	<i>5,693.57</i>	<i>5,693.56</i>	561,220.70
<i>Percent increase from 2019 to 2020</i>	6%	6%	22%	6%	18%	6%	6%	9%

FWPD Cost

	FWISD	Keller	EMSISD	CISD	Northwest	Lena Pope	LWISD	
Officer	2,919,911.69	265,446.52	398,169.78	331,808.15	530,893.03	66,361.63	66,361.63	
Command	-	-	-	-	-	-	-	
FY 2020 FWPDP Total	2,919,911.69	265,446.52	398,169.78	331,808.15	530,893.03	66,361.63	66,361.63	4,578,952.43
<i>FY 2019 FWPDP Total</i>	<i>2,749,743.39</i>	<i>249,976.67</i>	<i>312,470.84</i>	<i>312,470.84</i>	<i>437,459.18</i>	<i>62,494.17</i>	<i>62,494.17</i>	<i>4,187,109.26</i>
<i>Increase from 2019 to 2020</i>	<i>170,168.30</i>	<i>15,469.85</i>	<i>85,698.94</i>	<i>19,337.31</i>	<i>93,433.86</i>	<i>3,867.46</i>	<i>3,867.46</i>	391,843.17
<i>Percent increase from 2019 to 2020</i>	6%	6%	22%	6%	18%	6%	6%	9%

Total Cost for FY2020 SRO program (includes IT and equipment costs) 6,764,772.40 768,724.14 922,468.96 768,724.14 1,229,958.62 153,744.83 153,744.83 10,762,138

INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This agreement ("Agreement") is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas ("City"), acting by and through **Jesus J. Chapa**, its duly authorized Assistant City Manager, and the **Fort Worth Independent School District ("FWISD")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Dr. Kent P. Scribner**, its duly authorized **Superintendent**.

RECITALS

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

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

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

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

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

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

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

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

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

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

This Agreement shall commence on October 1, 2019 (“Effective Date”) and shall continue in full force and effect until September 30, 2020, unless terminated earlier in accordance with the provisions of this Agreement.

3. CONSIDERATION.

The District shall pay City **\$3,894,050.11** in accordance with the provisions of this Agreement and the Payment Schedule attached as “**Exhibit B.**” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **forty-four (44) police officers**, which does not include the command staff, assigned to the District. The Agreement amount also includes the District’s proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes: one (1) detective; five (5) sergeants; two (2) relief police officers; and one (1) lieutenant assigned to the SRO Program. In

addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

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

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

4. TERMINATION.

4.1 CCPD Funds

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. In the event that funds from the CCPD are not timely received, in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement. Before terminating this Agreement for the reason stated above, City will provide written notice to District and provide District with 15 days to cure deficiency.

4.2 Convenience.

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

4.3 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by either the City or the District in any fiscal period to fund the SRO Program, that Party will notify the other Party of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to that Party of any kind whatsoever.

4.4 Duties and Obligations of the Parties.

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

appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

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

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

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

6. RIGHT TO AUDIT.

Each Party agrees that the other Party shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books,

documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the Party. Each Party agrees that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The requesting Party shall give the other Party reasonable advance notice of intended audits.

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

7. INDEPENDENT CONTRACTOR.

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

8. PROPERTY LOSS.

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

9. PROVISIONS REGARDING AGE.

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

10. LIABILITY/INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW, AND WITHOUT THE WAIVER OF ANY IMMUNITY OR DEFENSE, DISTRICT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT

ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

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

11. NON-DISCRIMINATION COVENANT.

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

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

12. NOTICES.

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

City of Fort Worth

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

With Copy to the City Attorney
At same address

FWISD

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

With Copy to District's General Counsel
At same address

13. GOVERNMENTAL POWERS/IMMUNITIES.

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

14. NO WAIVER.

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

15. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

16. SEVERABILITY.

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

17. FORCE MAJEURE.

The City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

18. HEADINGS NOT CONTROLLING.

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

19. APPROVAL OF AGREEMENT.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS.

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

22. ENTIRETY OF AGREEMENT.

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

23. COUNTERPARTS.

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

[Signature page follows]

APPROVED AND AGREED FOR CITY OF FORT WORTH

Jesus J. Chapa
Assistant City Manager

Date: _____

APPROVAL RECOMMENDED

Edwin Kraus
Chief of Police

APPROVED AS TO FORM AND LEGALITY FOR CITY OF FORT WORTH

Matthew A. Murray
Assistant City Attorney

APPROVED AND AGREED FOR FWISD

Dr. Kent P. Scribner
Superintendent

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR FWISD

Alexander Athanason
FWISD General Counsel

ATTEST

Mary J. Kayser
City Secretary

Date: _____

M&C No. _____

Form 1295 Certification No: NOT
REQUIRED

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Sasha Kane
Sr. Contract Compliance Specialist

EXHIBIT A

SCOPE OF SERVICES

1. City, through the commander of the SRO Program, shall assign FWPB officers to specific schools within the District to provide school security and officers shall work directly with the District's school principals.
2. There shall be forty-four (44) City police officers assigned to the District for the SRO Program. In addition, there shall be a command staff comprised of one: (1) detective; five (5) sergeants; two (2) relief police officers; and one (1) lieutenant assigned to the SRO Program. The Lieutenant shall command the SRO Program. Additional officers will not be provided to District during the Term of the Agreement. **The District shall submit a written request for additional Police Officers to City ten (10) months prior to the start of a new Fiscal year (the end of the month of December).**
3. Assigned officers shall have the SRO Program as their primary duty, and will not be regularly assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
4. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, FWPB officers from other units may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.
5. City shall provide to the officers assigned to the SRO Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.
6. The City shall maintain emergency response plans for every school within their jurisdiction. To the extent allowed under Texas law, these plans shall be kept confidential within the Fort Worth Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts from the plan necessary for implementation. City's Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.
7. All police personnel assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives, and other applicable law.

EXHIBIT B

PAYMENT SCHEDULE

District will remit 11 payments at \$324,504.18 per month within 30 days of receipt of an invoice from the City and the final payment of \$324,504.13

$\$324,504.18 \times 11 = \$3,569,545.98$

Final Payment \$ 324,504.13

Total Payments \$3,894,050.11

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: RATIFY THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD (TEXAS ACADEMY OF BIOMEDICAL SCIENCES) AND TARRANT COUNTY COLLEGE DISTRICT (TRINITY RIVER CAMPUS)

BACKGROUND:

The Fort Worth ISD and Tarrant County College (TCC) Trinity River Campus will establish the Early College High School (ECHS) to be operated in accordance with the legislative grant of authority for ECHS schools in Texas Education Code. The ECHS will be housed on the TCC Trinity River campus in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The P-TECH and existing ECHS will begin serving students in grades 9-12 (with subsequent years serving grades up to 14) in the 2019-2020 school year.

Per the application and ECHS blueprints, TCC and Fort Worth ISD will provide rigorous college readiness, technical, and early college credit courses. Fort Worth ISD will purchase required textbooks for students in corresponding ECHS courses.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Ratifying the Memorandum of Understanding Between Fort Worth ISD (Texas Academy of Biomedical Sciences) and Tarrant County College District (Trinity River Campus)
2. Decline to Approve Ratifying the Memorandum of Understanding Between Fort Worth ISD (Texas Academy of Biomedical Sciences) and Tarrant County College District (Trinity River Campus)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratifying the Memorandum of Understanding Between Fort Worth ISD (Texas Academy of Biomedical Sciences) and Tarrant County College District (Trinity River Campus)

FUNDING SOURCE

Additional Details

General Fund

199-11-6321-001-086-31-697-000000

199-11-6398-001-086-31-697-000000

COST:

FWISD will reimburse TCC for the purchase of associated furniture necessary for the operations of the ECHS not to exceed \$50,000.

Estimated \$300,000 per year for textbook costs.

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Texas Academy of Biomedical Sciences
Academics Division

RATIONALE:

Approval of this Memorandum of Understanding will allow the Texas Academy of Biomedical Science to enter into a mutually beneficial ECHS partnership with Tarrant County College to provide directed college access to traditionally underserved students. This ECHS partnership will target a high percentage of at-risk, economically disadvantaged students, and first time college-goers, who are either: highly motivated but have received insufficient academic preparation; may be English language learners; are likely to experience difficulty in experiencing a smooth transition into postsecondary education; or may have limited financial resources, and as a result the cost of college is prohibitive.

INFORMATION SOURCE:

Jerry Moore

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School (herein so called, or "ECHS") in the 2019-2020 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2022, unless otherwise amended.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Principal
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Governance;
 - ii. Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and

- viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
- c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
- d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- 1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- 2) Provide selection of text materials for college courses;
- 3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- 4) Ensure that syllabi and course documents are followed;
- 5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- 6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;

- 7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- 8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- 9) Pay salaries of instructors who teach College courses;
- 10) Provide academic support for ECHS students;
- 11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- 12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
- 13) Administered TSI testing at TCCD Trinity River Campus in a mutually agreed upon schedule.

D. Duties of FWISD:

FWISD shall have the following duties:

- 1) Consult with College faculty who teach ECHS courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- 2) Pay the salaries of FWISD instructors and instructional personnel;
- 3) Provide meals to qualifying students who participate in ECHS; and
- 4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools ("SACS") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet the necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and accordance with FWISD School Board policy. Faculty employed by the College will be evaluated annually in accordance

with College policies and procedures.

G. Classroom and Office Facilities:

- 1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- 2) College shall provide office space for the high school administrative staff within the ECHS facility.
- 3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- 4) The ECHS facility will be provided, owned and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- 5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- 6) The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Articulation Agreement. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental Materials:

- 1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Articulation Agreement for the ECHS.
- 2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Articulation Agreement for ECHS shall be provided by FWISD.
- 3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Articulation Agreement for ECHS shall be provided by FWISD.
- 4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- 1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- 2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College

High School.

- 3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- 4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities, obligation including reasonable attorney's fees and other professional fees that may be imposed upon, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to:

- 1) Policies and procedures of FWISD;
- 2) Policies and procedures of the College;
- 3) Procedures listed in a student handbook prepared by FWISD and approved by the College;
- 4) Procedures listed in a teachers manual prepared by FWISD and approved by the College;
- 5) Policies in the College Board of Trustees Policies and Administrative Procedures Manual.

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all College students.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four-year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

4. Indemnification: To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2020. This MOU may be renewed for two (2) one year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause on 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.
- 7. Discontinuation of Operation:**
- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
 - D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
 - E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.
- 8. Assignment:** No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or

implied.

- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principal. All Parties hereby acknowledge that they have read and understood this Agreement.


EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form :  _____ 2019-08-08
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date



Jerry Moore 9/17/19
Interim Chief Academic Officer

Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College–Trinity River Campus | Fort Worth ISD Texas Academy of
Biomedical Sciences

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College–Trinity River Campus / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU") dated October ___, 2019, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1. Use of Facilities:

- TCCD will designate facilities for a high school facility on the Trinity River Campus of TCCD. Sole ownership of ownership of such building(s) lies with TCCD.
- TCCD reserves the right to use the ECHS building for TCCD courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCCD will schedule its courses and activities in consultation with FWISD to allow for optimal use by both parties.
- FWISD will provide TCCD with a calendar with all scheduled events on or before 30 days before the commencement of each semester.
- FWISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCCD.
- The Trinity River Campus of TCCD shares its space with TCC Connect and TCC district offices. As such, ECHS students should refrain from all areas of TRCF and TRWF that are not expressly designed for use for TABS, with the exception of circulation areas of main stairwells, elevators, and hallways.
- TCCD will make every effort to notify ECHS staff for events that will take place in the café so that the ECHS will have time to plan for alternate space and monitoring needs to ensure student safety during lunch.

- ISD will limit all high school classes to the areas designated for the ECHS. College-credit bearing classes will be offered in TCC-designated areas, including sections taught by ISD embedded faculty.
- Prior to the beginning of each semester, ECHS and Trinity River administrators will outline semester-long collaborative use of fitness center space in TRTR 1102, TRTR 1106, and TRTR 1107. TCCD will ensure that TCCD kinesiology courses are not scheduled at the same times as ECHS physical education courses.

2. Furniture and Equipment:

- TCCD will purchase the furniture and associated furnishing necessary for the operations of the ECHS (the “Furniture”).
- FWISD will reimburse TCCD for the actual cost of the Furniture within 15 business days of FWISD’s receipt of detail invoices from TCCD for the Furniture. The reimbursement shall not exceed \$50,000.00. Upon receipt of the reimbursement, the Furniture will become the property of FWISD, but shall remain in the ECHS building throughout the term of the MOU.
- All furniture must comply with TCCD standard of selection.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to TCCD standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provide, however, if it is conclusively determined that the party, its agent, employees, invitees or students was responsible for damage to the other party’s furniture or equipment, the former shall be responsible for the necessary repairs or replacement.

3. Maintenance:

- Maintenance/Custodial responsibilities will be that of TCCD and shall be to the same standard and intervals as the rest of the Trinity River campus.
- In the event FWISD holds an event or other activity in ECHS building or on the grounds of the Trinity River Campus, and that event or activity requires custodial support that is beyond the scope of the services generally provided, any additional cost for such additional services shall be borne by FWISD.

4. Utilities:

- TCCD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.

- TCCD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the TCCD's communications and technology services as they are constituted from time to time, subject to the application of the TCCD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5. Insurance:

- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all-risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by TCCD. The foregoing insurance and any other insurance carried by TCCD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of TCCD and under the TCCD's sole control. FWISD shall have no right or claim to any proceeds thereof or any rights thereunder.
- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of FWISD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. FWISD shall provide TCCD with a certificate of coverage or other document demonstrating FWISD's ability to self-insure.

6. Ingress, Egress, Access and Parking:

- TCCD grants FWISD reasonable ingress and egress to the ECHS building during the hours set forth below, including without limitation the right to use adjacent streets and sidewalks owned and / or controlled by TCCD.
- TCCD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCCD policy, as it exists from time to time. A parking area on the Trinity River Campus of TCCD shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m., during the academic term as

determined by TCCD's master calendar.

- Should FWISD require access to the ECHS building other than during such hours or for calendar events reference above, it will require the prior written consent of TCCD.
- Students who are dropped off and picked up from the Trinity River Campus of TCCD will make every effort to use the entrance nearest the Fitness Center on Taylor Street to reduce the effects of traffic back-up on Belknap.

7. Safety and Health:

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by TCCD, pursuant to TCCD's facilities guidelines and procedures.
- TCCD will install warning message clocks if in use in other facilities.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8. Expiration or Termination:

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCCD at the end of the then current academic term, and any personal property owned by FWISD will be removed by FWISD.
- FWISD shall be responsible for any damage caused by the removal of its personal property from TCCD's property.
- In the event FWISD fails to remove all or any portion of its personal property from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU, TCCD shall give FWISD written notice requesting removal, and if FWISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining personal property shall automatically become the property of TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA at the end of the then current academic term.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form :  _____ Date 2019-08-08
ISD Legal Services Date _____

Approved as to Form : _____ Date _____
TCCD Legal Services Date _____


Jerry Moore
Interim Chief Academic Officer

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Early College High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Trinity River Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from October ___, 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Governance:

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incident that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by FWISD and subject to FWISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occur outside the ECHS Defined Area shall be governed by TCCD and subject to TCCD's policies and procedures.
- Operation of the ECHS building by TCCD when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCCD's use of the building shall be governed by TCCD and subject to TCCD's policies and procedures.
- The ECHS Defined Area will be subject to TCCD fire safety policies and procedures, but FWISD will be responsible for conducting and documenting mandated fire safety drills.

2. Safety and Health:

- FWISD will provide a full-time, on-site, appropriately trained and experienced health assistant for the ECHS, supported by appropriately credentialed nursing and resource nursing staff, all in accordance with FWISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing

services provided shall include, but shall not be limited to, maintenance of accurate and up-to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- In case of a health emergency inside the ECHS Defined Area, the FWISD Health Services Department procedures and policies will be implemented, and the TCCD Policies Department will be fully informed and engaged where necessary.
- In case of health emergency outside the ECHS Defined Area, the TCCD Crisis Management Plan will be followed, and the FWISD Health Services Department will be fully informed and engaged where necessary.
- In case of any other emergency outside the ECHS Defined Area, the TCCD Police Department procedures and policies will be implemented, and the FWISD Security Department will be fully engaged where necessary.
- The counselor to be provided by FWISD shall be experience and shall be assigned to the ECHS full-time. Duties shall include, but shall not limited to, providing individual counseling (including crisis counseling); assisting with classroom management issued; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, FWISD policy and procedures.
- TCCD shall provide all ECHS students, faculty and staff with standard TCCD identification badges.
- FWISD shall require that ECHS students wear standardized, colorful lanyards with their FWISD and TCCD identification badges at all times when they are on TCCD property.
- While using the Fitness Center, ECHS students will be required to wear clothes identifying them as ECHS students. The ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCCD Police Department will be fully informed and engaged where necessary.
- FWISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and FWISD policies and procedures. The FWISD will monitor the entrances of the ECHS building. The TCCD Police Department will be fully informed and engage where necessary.
- All FWISD personnel and/or contract security personnel providing security in the

ECHS Defined Area will undergo training with TCCD's Police Department prior to undertaking such services at the ECHS.

- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annual upon request.
- The TCCD Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to FWISD security personnel in the ECHS building as needed and/or upon request.
- The TCCD Police Department will provide security for all areas of TCCD property outside the ECHS Defined Area, in accordance with applicable law and TCCD policies and procedures, and the FWISD Security Department will be fully informed and engaged where necessary.
- FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel, whether FWISD, TCCD or contract custodial. Charges associated with such background checks will be borne by FWISD.
- FWISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and all related state and federal statutes and regulations. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:
 - a) access by minors to inappropriate matter on the Internet;
 - b) the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
 - c) unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
 - d) unauthorized disclosure, use, and disseminations of personal information regarding minors; and
 - e) measures designed to restrict minor's access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

3. Staffing:

- The number of instructional and support staff to be provided by each party will be determined in accordance with each party's respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date each party must make teacher contact decisions. Notwithstanding the foregoing, in the event that either party reasonably

determines that any component of the others party's staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.

- The Principal shall be provided by FWISD and shall be a FWISD employee.

4. Operations:

- FWISD shall require that ECHS students have IDs and provide easily identifiable lanyards that must be worn visible and around the neck at all times when they are on TCCD property.
- FWISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy of thereof has been provided to TCCD.
- FWISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in FWISD's administrative software.
- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

5. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM at the end of the then current academic term.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner
Superintendent, Fort Worth Independent School District

Date

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

Date

Approved as to Form : 
ISD Legal Services

2019-08-08

Date

Approved as to Form : _____
TCCD Legal Services

Date



Jerry Moore
Interim Chief Academic Officer

Texas Academy of Biomedical Sciences Course Crosswalk
Associate of Arts/HS Diploma

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	
High School	PreAP Eng I or PreAP Eng II	PreAP Eng I or PreAP Eng II	PreAP Eng II or PreAP Eng III or DC*	PreAP Eng II or PreAP Eng III or DC*	PreAP Eng3 or DC*	PreAP Eng3 or DC*	English IV or DC*	English IV or DC*
	PreAP Alg I or PreAP Geom or PreAp Alg II	PreAP Alg I or PreAP Geom or PreAp Alg II	PreAP Geom or PreAp Alg II or DC*	PreAP Geom or PreAp Alg II or DC*	PreAP Alg II or AP Cal I or DC*	PreAP Alg II or AP Cal I or DC*	Adv. Quantitative Reasoning or AP Cal I or AP Cal II or DC*	Adv. Quantitative Reasoning or AP Cal I or AP Cal II or DC*
	AP Human Geography	AP Human Geography	World Civilization or DC*	World Civilization or DC*	PreAP US History or DC*	PreAP US History or DC*	Federal Government or DC*	Economics or DC*
	PreAP Biology or PreAP Physics	PreAP Biology or PreAP Physics	PreAP Physics or AP Biology or DC*	PreAP Physics or AP Biology or DC*	PreAP Chem or DC*	PreAP Chem or DC*		
College			ENGL 1301 ¹ (03220300)	ENGL 1302 ¹ (03220300)	ENGL 1301 ¹ (03220300) or ENGL 2327 ⁶ (03220400)	ENGL 1302 ¹ (03220300) or ENGL 2311 ¹ (03221100) or ENGL 2328 ⁶ (03220400)	ENGL 1301 ¹ (03220400) or ENGL 2327 ⁶ (03220400)	ENGL 1302 ¹ (03220400) or ENGL 2311 ¹ (03221100) or ENGL 2328 ⁶ (03220400)
			MATH 1314 ³ (03101100)	MATH 2412 ³ (03101100)	MATH 1314 ³ (03101100) or MATH 1342 ³ (03102500) or MATH 2413 ³ (A03100101)	MATH 2412 ³ (03101100) or MATH 2413 ³ (A03100101) or MATH 2414 ¹¹ (A3100102)	MATH 1314 ³ (03101100) or MATH 1342 ³ (03102500) or MATH 2413 ³ (A03100101)	MATH 2412 ³ (03101100) or MATH 2414 ¹¹ (A3100102) or Math 2415 (03102500)
			HIST 2321 ⁶ (03340400)	HIST 2322 ⁶ (03340400)	HIST 1301 ⁷ (03340100)	HIST 1302 ⁷ (03340100)	GOVT 2305 ⁸ (03330100)	ECON 2301 ⁹ (03310300)
			CHEM 1411 ⁴ (03040000)	CHEM 1412 ⁴ (03040000)	CHEM 1411 ⁴ (03040000)	CHEM 1412 ⁴ (03040000)	BIOL 1406 ⁴ (13037200) or BIOL 2401 ⁴ (13020600) or PHYS 1401 ⁴ (03050000) or	BIOL 1407 ⁴ (13037200) or BIOL 2402 ⁴ (13020600) or PHYS 1402 ⁴ (03050000) or

6/25/2019

	KINE 1164 ¹⁰ (PES00052)	EDUC 1300 ¹¹ (N1290050)	SPCH 1311 ² (03241400) or SPCH 1315 ² (03241200) or SPCH 1321 ² (13009900)	ARTS 1301 ⁵ (03500110)	SOCI 1301 ⁹ (03370100) or PSYC 2301 ⁹ (03350100) or SPCH 1311 ² (03241400) or SPCH 1315 ² (03241200) or SPCH 1321 ² (13009900)	GOVT 2306 ⁸ (03380022)	BIOL 1408 ⁴ SOCI 1301 ⁹ (03370100) or PSYC 2301 ⁹ (03350100) or DRAM 1310 ⁵ /1351 ¹¹ (03250100) or Elective ¹¹	BIOL 1409 ⁴ Elective ¹¹
Career							HPRS 1370 ¹¹ and HPRS 1470 ¹¹ (13020500)	HPRS 1471 ¹¹ (13020500) ECRD 1011 and ECRD 1091

Associate Degree: Associate of Arts

¹: 6 hours of Composition (ENGL 1301 and ENGL 1302 or ENGL 2311)

²: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)

³: 3 hours of Mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)

⁴: 8 hours of Life and Physical Science (BIOL 1406 or BIOL 1407 or BIOL 1408 or BIOL 1409 or BIOL 2401 or BIOL 2402 or BIOL 2406 or CHEM 1411 or CHEM 1412 or PHYS 1401 or PHYS 1402)

⁵: 3 hours of Creative Arts (ARTS 1301 or DANC 2303 or DRAM 1310 or MUSI 1310)

⁶: 3 hours of Language, Culture, and Philosophy (ENGL 2322 or ENGL 2323 or ENGL 2327 or ENGL 2328 or ENGL 2332 or ENGL 2333 or HIST 2321 or HIST 2322 or HUMA 1301 or PHIL 1301 or SPAN 2311 or SPAN 2312)

⁷: 6 hours of American History (HIST 1301 or HIST 1302)

⁸: 6 hours of Government and Political Science (GOVT 2305 and GOVT 2306)

⁹: 3 hours of Social or Behavioral Science (ECON 2301 or ECON 2302 or GEOG 1301 or GEOG 1302 or PSYC 2301 or SOCI 1301)

¹⁰: 1 hour of Health and Wellness (KINE 1164)

¹¹: 18 hours of Electives (ARTS 1311 or ARTS 1312 or DRAM 1351 or EDUC 1300 or MATH 2318 or MATH 2320 or MATH 2414 or MATH 2415 or MATH 2421 or PSYC 2314)

General Education Core: Plan includes 42 hours core, transferable to any public TX university

6/25/2019

- ¹: 3 hours of Communication (ENGL 1301) AND
3 hours of Component Area Composition (ENGL 1302 or ENGL 2311)
- ²: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)
- ³: 3 hours of Mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)
- ⁴: 6 hours of Life and Physical Science (BIOL 1406 or BIOL 1407 or BIOL 2401 or BIOL 2402 or BIOL 2406 or CHEM 1411 or CHEM 1412 or CHEM 2423 or CHEM 2425 or GEOL 1401 or GEOL 1445 or or PHYS 1401 or PHYS 1402 or PHYS 1403 or PHYS 1404 or PHYS 1415) AND 2 overflow hours from science labs
- ⁵: 3 hours of Creative Arts (ARTS 1301 or DANC 2303 or DRAM 1310 or MUSI 1310)
- ⁶: 3 hours of Language, Culture, and Philosophy (ENGL 2322 or ENGL 2323 or ENGL 2327 or ENGL 2328 or ENGL 2332 or ENGL 2333 or HIST 2321 or HIST 2322 or HUMA 1301 or PHIL 1301 or SPAN 2311 or SPAN 2312)
- ⁷: 6 hours of American History (HIST 1301 or HIST 1302 or HIST 2327)
- ⁸: 6 hours of Government and Political Science (GOVT 2305 and GOVT 2306)
- ⁹: 3 hours of Social or Behavioral Science (ECON 2301 or ECON 2302 or GEOG 1301 or GEOG 1302 or PSYC 2301 or SOCI 1301)
- ¹⁰: 1 hour of Health and Wellness (KINE 1164)

6/25/2019

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE AGREEMENT BETWEEN FORT WORTH ISD AND K12 INSIGHT FOR THE DISTRICT SUBSCRIPTION TO THE LET'S TALK! PLATFORM

BACKGROUND:

Since May 2019, K12 Insight, a technology and communications firm, has been partnering with Fort Worth ISD's Human Capital Management division, to improve customer service through Let's Talk, a cloud-based communications solution for applicants, teachers, staff and community members. The recommended agreement is to expand this work throughout the District with an initial engagement of three years.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the agreement between Fort Worth ISD and K12 Insight for the Subscription to Let's Talk Platform
2. Decline to Approve the agreement between Fort Worth ISD and K12 Insight for the Subscription to Let's Talk Platform
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the agreement between Fort Worth ISD and K12 Insight for the Subscription to Let's Talk Platform

FUNDING SOURCE

Additional Details

General Fund

199-41-6299-001-750-99-105-000000

COST:

\$213,150 Year One Services: 12/01/2019 to 12/31/2020
\$213,150 Year Two Services: 01/01/2021 to 12/31/2021
\$213,150 Year Three Services: 01/01/2022 to 12/31/2022

VENDOR:

K12 Insight LLC

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

YEAR 1:
Academics
Business and Finance
Communications
Human Capital Management

RATIONALE:

The goal of this expanded partnership is to increase engagement with parents, students, staff and community members.

INFORMATION SOURCE:

Karen Molinar
Cynthia Rincon



K-12 SOLUTIONS FOR CUSTOMER SERVICE
AND
SUSTAINED STAKEHOLDER ENGAGEMENT

SALES ORDER FORM

K12 *Insight* LLC

2291 Wood Oak Drive, Suite 300
Herndon, VA 20171

Marcy Jarry
Strategic Account Executive

Tel: 703-542-9615
Fax: 703-935-1403

mjarry@12insight.com
www.k12insight.com

CLIENT INFORMATION			
Name	Fort Worth Independent School District - TX		
Address	100 North University Dr.		
City, State Zip	Fort Worth, TX 76107		
Proposal Date	9/26/2019	Student Enrollment	87,000

DATES AND TERM OF INITIAL CONTRACT			
Term	Start Date	End Date	Total
Year 1	12/1/2019	12/31/2020	\$213,150
Year 2	1/1/2021	12/31/2021	\$213,150
Year 3	1/1/2022	12/31/2022	\$213,150

The pricing and terms in this proposal are per National IPA Contract #R170401 and are valid for 60 days from proposal date.

LET'S TALK! CUSTOMER EXPERIENCE PLATFORM SERVICES	Standard Price
<p><input checked="" type="checkbox"/> SUBSCRIPTION TO LET'S TALK! PLATFORM</p> <p>K12 <i>Insight</i> provides Software as a Service to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the District. Software customization is offered for multiple languages.</p> <p>Also includes mobile app and customization of Let's Talk! platform to automatically assign ownership of all dialogues from multiple channels and issue alerts to administrators. Administrators will be able to access the Let's Talk! system using a secure login ID and password, allowing them to collaborate with each other and respond to incoming dialogue.</p> <p>Subscription includes continuous and ongoing support via a dedicated Let's Talk! customer service team and access to dedicated engagement specialists to assist in feedback management and implementation.</p>	<p>\$3.50 per student, per year</p>

YEAR ONE SERVICES: 12/01/2019 to 12/31/2020				
Let's Talk! Platform Services				
Quantity	Service	Price	Unit	Cost
1	Subscription to Let's Talk! Platform	\$3.50	per student, per year	\$304,500
5	On-Site Let's Talk! Training	\$3,000	per session	\$15,000
SUBTOTAL for Let's Talk! Platform Services				\$319,500
Let's Talk! Subscription Discount Applied (new price: \$2.45 per student, per year)				(\$91,350)
On-Site Training Discount Applied (100% per session)				(\$15,000)
TOTAL for Let's Talk! Platform Services				\$213,150

YEAR TWO SERVICES: 01/01/2021 to 12/31/2021				
Let's Talk! Platform Services				
Quantity	Service	Price	Unit	Cost
1	Subscription to Let's Talk! Platform	\$3.50	per student, per year	\$304,500
5	On-Site Let's Talk! Training	\$3,000	per session	\$15,000
SUBTOTAL for Let's Talk! Platform Services				\$319,500
Let's Talk! Subscription Discount Applied (new price: \$2.45 per student, per year)				(\$91,350)
On-Site Training Discount Applied (100% per session)				(\$15,000)
TOTAL for Let's Talk! Platform Services				\$213,150

YEAR THREE SERVICES: 01/01/2022 to 12/31/2022				
Let's Talk! Platform Services				
Quantity	Service	Price	Unit	Cost
1	Subscription to Let's Talk! Platform	\$3.50	per student, per year	\$304,500
5	On-Site Let's Talk! Training	\$3,000	per session	\$15,000
SUBTOTAL for Let's Talk! Platform Services				\$319,500
Let's Talk! Subscription Discount Applied (new price: \$2.45 per student, per year)				(\$91,350)
On-Site Training Discount Applied (100% per session)				(\$15,000)
TOTAL for Let's Talk! Platform Services				\$213,150

BILLING CONTACT

Name			
Title			
Email			
Phone		Fax	

ORDER CONFIRMATION

This Order Form is subject to and governed by the Terms of Service (V7.24) located here: <https://www.k12insight.com/terms-of-service/7.24>, the Privacy Policy (V7.24) located here: <https://www.k12insight.com/privacy-policy/7.24>, the **Amendment to K12 Insight Terms of Service**, and any other addenda attached. No other terms apply to K12 *Insight's* services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 *Insight's* services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

AUTHORIZED SIGNATURES

Executed for and on behalf of the Client by:

Client Signature			
Name		Date	
Title		Email	
Phone		Fax	

For and on behalf of K12 *Insight* LLC, a Division of Zarca Interactive, by:

K12 Insight Signature			
Name	Adam Dean	Date	
Title	VP of Finance		

K12 INSIGHT INTERNAL USE ONLY

Prepared	Lori Ingram 09/26/2019	Reviewed	Marcy Jarry 09/26/2019	Approved	Shelby McIntosh 09/26/2019
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AMENDMENT TO K12 *INSIGHT* TERMS OF SERVICE

This AMENDMENT TO K12 *INSIGHT* TERMS OF SERVICE (“Amendment”) is dated as of December 1, 2019 (the “Effective Date”), by and between K12 *Insight* LLC, located at 2291 Wood Oak Drive, Suite 300, Herndon, Virginia 20171 (“K12 *Insight*”), and Fort Worth Independent School District - TX (“FWISD”, or “Client”), collectively, the “Parties”.

WHEREAS the Parties intend to enter into a *K-12 Solutions for Customer Service and Sustained Stakeholder Engagement* for Let’s Talk! services, (the “Original Contract”).

WHEREAS the Parties hereby agree to amend the K12 *Insight* Terms of Service in reference to the Original Contract.

In consideration of the mutual covenants contained herein, each of K12 *Insight* and FWISD mutually covenant and agree as follows:

1) Change to **Section 3.1. Commitment to Privacy:**

3.1. Commitment to Privacy. K12 *Insight* and Client are bound to a Privacy Policy which is referenced in the Sales Order Form and is incorporated into this Agreement. Use of the Services is deemed acceptance of this Privacy Policy. The Privacy Policy may be modified from time to time, to ensure compliance with evolving privacy laws. **Written notice of any changes made to the Privacy Policy will be provided to the Client in a timely manner. Any changes made to the Privacy Policy will not be deemed effective or incorporated into this Agreement until both Parties mutually agree.**

2) Change to **Section 5. PAYMENT OBLIGATIONS:**

5.1. Subscriptions. Some of our Services are billed on a subscription basis (“Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “Billing Cycle”). Billing Cycles typically commence before the Contract Start and correspond with the “Billed On” and “Due By” dates stated on the Invoice, depending on which subscription plan is selected when purchasing a Subscription. **The Texas Prompt Payment Act will govern payment terms, including due date and interest rate.**

Former Section 5.3. Refunds. *(is struck out in its entirety)*

5.3. Nonpayment. K12 *Insight* may assess a late fee of 1% per month (as permissible by Texas state law) on any balance that remains unpaid after the Due By date. Failure to pay any invoice within 60 days of the Due By date is a material breach of this Agreement that entitles K12 *Insight* to immediately stop the Services without further notice and demand payment for **services rendered up to the date of termination.**

5.4. Price Changes. The fees associated with Services shall remain as indicated in the Sales Order Form.

3) Change to **Section 10.3. Client Intellectual Property:**

10.3. Client Intellectual Property. Client owns all right, title and interest in its own intellectual property including its trademarks, questionnaires independently developed by Client using the Services but without consultation from K12 *Insight*, provided they are not derived from K12 *Insight's* Intellectual Property.

4) Change to **Section 11.3. Limitation of Liability:**

11.3. Limitation of Liability. K12 *INSIGHT* LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND THE AMOUNT OF SUCH DAMAGES SHALL EQUAL THE AGGREGATE FEES PAID BY CLIENT WITHIN THE PAST YEAR OF SERVICE. IN NO EVENT WILL K12 *INSIGHT* BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOST PROFITS, LOST REVENUE, LOST DATA, OR INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 *INSIGHT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. CLIENT ACKNOWLEDGES THAT K12 *INSIGHT* HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

5) Addition to **Section 12. INDEMNITY:**

12. INDEMNITY. Client **agrees to the extent allowed by law and without waiver of any immunity or defense to** indemnify, hold harmless, and settle or defend at its own expense, K12 *Insight* and its directors, officers, employees, and agents against claims for death, illness, personal injury, property damages, losses, and improper business practices, and for Client's own negligence arising from Its use of the Services under this Agreement, Client's reliance on the Services and any reports, dashboard, or any unauthorized access by persons using Client's login credentials due to Client's negligence. K12 *Insight* agrees to indemnify, hold harmless, and settle or defend at its own expense the Client and the Client's directors, officers, employees, and agents against claims for infringement and K12 *Insight* gross negligence in the performance of the Services under this Agreement. However, K12 *Insight's* obligation to indemnify shall not apply to any claims resulting from Client's sole willful misconduct or sole negligence. As a condition to K12 *Insight's* defense and indemnification, the indemnified Client shall provide K12 *Insight* with prompt written notice of any claims and permit K12 *Insight* to control the defense, settlement, adjustment, or compromise of any such claim.

6) Change to **Section 13. CONFIDENTIAL INFORMATION:**

13.1. Defining Confidential Information. The parties understand the provision of Services may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, the Client shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of Services under this Agreement, any software or documentation related to the Services, K12 *Insight* sample questions and templates, trade secrets, technical know-how, inventions, Materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 *Insight's* confidential information received from the other party (collectively, "Confidential Information"). Confidential Information does not include information that: (a) is known to Client prior to any disclosure and can be so proven by written records; (b) is received at any time by Client in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so

proven by written records; (c) is as of the date of receipt by Client in the public domain or subsequently enters the public domain other than by reason of acts or omissions of the employees or agents of the Client, which acts or omissions have not been consented to by K12 *Insight*, and can be so proven by written records; (d) becomes publicly available through no fault of Client; (e) or is independently developed by or on behalf of Client without resort to K12 *Insight's* Confidential Information as can be shown by reasonable documentary evidence. **K12 *Insight* acknowledges that Client is subject to the Texas Public Information Act and its intended exceptions.**

7) Changes to **Section 14. TERMINATION:**

14.2. Termination for Non-Appropriation. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. Client shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without Client incurring any liability to K12 *Insight* as a result of such termination, including early termination charges. If Client terminates this Agreement pursuant to this paragraph, K12 *Insight* will have the right to collect and retain payment for services rendered to Client through termination date but shall not be entitled to any early termination charges.

Section 14.3. No Cause Termination. Client shall not terminate this Agreement for convenience or any reason other than stipulated in **Sections 14.1. and 14.2.**

Section **14.4.** Ceasing Services.

8) Changes to **Section 15. GENERAL PROVISIONS:**

15.1. Governing State. This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its own or other conflict of law principles. The Parties shall use good faith and all reasonable efforts to resolve disputes arising from or relating to this Agreement by negotiating with each other first. Any disputes unresolved by good faith resolution attempts may then be brought in a court of competent jurisdiction in **Tarrant County, Texas**.

Section 15.8. Recovery. *(is struck out in its entirety)*

The Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, referenced and incorporated herein is the entire agreement between the Parties.

All other terms and conditions governing the Original Contract will remain unchanged.

AUTHORIZED SIGNATURES

By	Fort Worth Independent School District - TX	By	<i>K12 Insight</i> LLC
Signature		Signature	
Print		Print	Adam Dean
Title		Title	Vice President of Finance
Date		Date	

Terms of Service

K12 *Insight*, LLC (“K12 *Insight*“, “Company”, or “we”) is a Virginia limited liability company that provides a range of solutions and services (“Services”), described in Section 6, to organizations directly or indirectly affiliated with education (“Client” or “you”).

The Sales Order Form (“SOF”) executed by you through the signature of an authorized representative along with these Terms of Service referenced in the SOF, and our Privacy Policy referenced in the SOF, and any addenda attached, (all of which are hereby incorporated by reference, and collectively called the “Agreement”) form a binding agreement between the Client and K12 *Insight*.

All individuals authorized by Client to use and access the Services or who access Services on Client’s behalf, as stated in this Agreement, are also collectively referred to as “Client” in this Agreement.

1. LICENSED RIGHTS

1.1. License Terms. Subject to the terms of this Agreement, K12 *Insight* hereby grants Client a license to use and access the Services for the period of time specified in the Sales Order Form.

1.2. Materials. K12 *Insight* may from time to time and at its sole discretion provide additional Materials to complement the Services. K12 *Insight* hereby grants Client a limited license to use the Materials solely for Client’s own authorized internal business purposes.

1.3. Scope. Client agrees to use the Services solely in accordance with the Agreement and purposes expressly authorized in this Agreement.

2. TERM

Client is entitled to use the Services for the duration stated in the Sales Order Form only, subject to the Payment Obligations in Section 5, below. The duration of Client’s access to the Services is stated in the Sales Order Form as the “Contract Start Date” and “Contract End Date”, and subject to termination for Client’s failure to provide timely payment.

3. PRIVACY POLICY

3.1. Commitment to Privacy. K12 *Insight* and Client are bound to a Privacy Policy which is referenced in the Sales Order Form and is incorporated into this Agreement.

Use of the Services is deemed acceptance of this Privacy Policy. The Privacy Policy may be modified from time to time, to ensure compliance with evolving privacy laws. Such changes will be sent to Client via email.

4. DATA

4.1. Data. In the course of using the Services, Client, or third parties affiliated with Client, may submit content through the Services. This may include surveys questions, survey responses, details of customer contact (collectively, “Data”). Data may include Personally Identifying Information (“PII”) such as individually identifiable information about an individual collected online, including: a first and last name; a home or other physical address including street name and name of a city or town; an email address; a telephone number; a Social Security number. Our Privacy Policy governs the use and disclosure of all Data.

4.2. Ownership of Data. You retain ownership of your Data. K12 *Insight* does not claim ownership over any of your Data. This Agreement does not grant K12 *Insight* any licenses or rights to your Data, except for the limited rights needed to provide the Services, and as otherwise described in this Agreement or the Privacy Policy.

4.3. Deleting Data. Our Data deletion practices are stated in the Privacy Policy.

5. PAYMENT OBLIGATIONS

5.1. Subscriptions. Some of our Services are billed on a subscription basis (“Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “Billing Cycle”). Billing Cycles typically commence before the Contract Start, and correspond with the “Billed On” and “Due By” dates stated on the Invoice, depending on which subscription plan is selected when purchasing a Subscription. Payment for the first year of multi-year contracts will be Billed On the signing of the Sales Order Form, and will be Due By 30 days from the date of its signature.

5.2. Fees for Services. Clients shall pay all fees stated in the Sales Order Form on the dates specified in the Sales Order Form.

5.3. Refunds. Fees associated with Services are non-cancellable and non-refundable.

5.4. Nonpayment. K12 *Insight* may assess a late fee of 1.5% per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within 60 days of the Due By date is a material breach of this Agreement that entitles K12 *Insight* to immediately stop the Services without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

5.5. Price Changes. The fees associated with Services shall remain as indicated in the Sales Order Form.

6. OUR SERVICES AND OBLIGATIONS

6.1. Services. K12 *Insight* will provide one or more of the following Services as selected by the Client in the Sales Order Form:

- a) Subscription to Let's Talk!™ Customer Experience Platform
- b) Subscription to Engage Survey Platform
- c) Managed Survey Project
- d) Training in Customer Service

7. CHANGES TO OUR SERVICES

7.1. Services Modifications. K12 *Insight* may from time to time make modifications to the Services in the form of software upgrades and software releases based on a variety of factors including Client feedback. Because K12 *Insight* must use substantial resources to make and support such changes, and because such changes are derived from K12 *Insight*'s existing Intellectual Property, K12 *Insight* owns all right, title, and interest in and to such changes.

7.2. Service Retirement. K12 *Insight* may add, alter, or remove functionality from a Service at any time without prior notice. K12 *Insight* may also limit, suspend, or discontinue a Service at its discretion. If K12 *Insight* discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Data from that Service. K12 *Insight* may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that, if it materially impacts you, and if practicable under the circumstances.

7.3. New Services. K12 *Insight* may introduce new products and services to complement our existing Services. If such Services are not included in your existing Subscription, K12 *Insight* reserves the right and sole discretion to decide whether or not the new Services will be made available to you. Such Services may come at an additional cost or may be included within your Subscription license at no cost.

8. YOUR OBLIGATIONS

8.1. Acceptable Uses. You are responsible for your conduct and the use by persons you authorize to access the Services on your behalf. This includes the input of all Data, and communications with others while using the Services. Clients shall comply with the following acceptable use requirements when using the Services.

- You shall not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that *K12 Insight* provides.
- You shall not circumvent or attempt to circumvent any limitations that *K12 Insight* imposes on your account.
- Unless authorized by *K12 Insight* in writing, you may not probe, scan, or test the vulnerability of any *K12 Insight* system or network.
- Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- You shall not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable material through the Services.
- You shall not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. *K12 Insight* will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to *K12 Insight*.
- You shall not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- If your use of the Services requires you to comply with state and federal education policy regulations and laws applicable to such use, you will be solely responsible for such compliance.
- If you have been issued an account by *K12 Insight* in connection with its use of the Services, you are responsible for safeguarding all passwords and any other credentials used to access that account. You, and not *K12 Insight*, are responsible for any activity occurring in your account (other than activity that *K12 Insight* is directly responsible for, which is not performed in accordance with the Client's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you must notify *K12 Insight* immediately. Accounts may not be shared and may only be used by one individual per account.
- You shall not engage in any activity that violates any law, including, but not limited to the CAN SPAM Act, the Health Insurance Portability and Accountability Act, the Children's Online Privacy Protection Act, FERPA, or any third party right, including any intellectual property rights, privacy rights or publicity rights of others. You shall not promote or condone the sending of unsolicited email to individuals not affiliated with you.
- If your Service includes the Engage Survey Platform:

- o If using anonymous or semi-anonymous surveys or intake methods, you shall take all necessary steps to prevent linking a survey response to the identity of that survey participant.
- o You must place K12 *Insight* mail server details on a list of “safe” senders, i.e., whitelist, to ensure delivery of high volumes of emails from K12 *Insight*.
- o When requesting Data from survey projects, you waive the right to Data that may directly or indirectly reveal the identity of a survey participant or participants.
- o If survey feedback includes language that includes threats, safety concerns, or harassment, K12 *Insight* will reveal all information it has related to the identity of the survey participant, provided such threat is, in K12 *Insight*'s sole judgment, very explicit. In the case of an ambiguous threat, you will be required to file a police report to receive any identity-related information from K12 *Insight*.
- If your Service includes Let's Talk! Customer Experience Platform:
 - o If a dialogue is submitted with anonymous or semi-anonymous feedback, you shall take all necessary steps to prevent linking that feedback to the identity of that customer.
 - o If a dialogue is submitted contains language that includes threats, safety concerns, or harassment, K12 *Insight* will reveal all information it has related to the identity of the customer provided such threat is, In K12 *Insight*'s sole judgment, very explicit. In the case of an ambiguous threat, you will be required to file a police report to receive identity-related information from K12 *Insight*.
- You may not resell or lease the Services.
- You shall appoint one member of your staff to serve as K12 *Insight*'s Point of Contact (“POC”).
- You shall provide reasonable timeline for all projects.
- You shall attend and actively participate in meetings with K12 *Insight* staff or representatives.
- You shall provide feedback in a timely manner for all content where K12 *Insight* staff explicitly request your feedback.
- You shall participate in Service-specific training conducted by K12 *Insight*.
- You shall implement a plan to build partnerships with community-based organizations to boost participation rates for the Services.
- You shall employ reasonable safeguards to preserve confidentiality of usernames and passwords, the failure of which may result in termination of the Services.
- You shall inform K12 *Insight* immediately if you feel someone, without permission, may have accessed information related to the Services or in any other way gained access to your account.

- You shall provide and maintain an accurate Client profile, including valid contact information.
- You are solely obligated to back-up and download all necessary Data relating to the Services.

9. JOINT OBLIGATIONS FOR A SUCCESSFUL ENGAGEMENT

9.1. Our Partnership. Client and K12 *Insight* shall be responsible to perform, at a minimum, the following functions for all Service components and for the optional features selected in the Sales Order Form:

- K12 *Insight* and Client shall jointly agree upon all timelines. While we understand that unforeseen circumstances could delay project deadlines, please know that any delays you experience with regard to deliverables may result in an overall delay of the project and, by extension, subsequent projects.
- Shortening any stage of the process or departing from the project plan introduces quality risks.

10. PROPRIETARY RIGHTS

10.1. K12 *Insight* Intellectual Property. K12 *Insight* owns all right, title, and interest in and to the Services, Materials, and K12 *Insight*'s registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, user interfaces of and relating to the Services, including any and all surveys created by K12 *Insight* prior to or during this engagement with Client, all reports, findings, and analysis created by K12 *Insight* (all collectively "Intellectual Property").

10.2. Maintaining K12 *Insight* Intellectual Property Notices. Client shall not remove any copyright or trademark notices attached to K12 *Insight* Intellectual Property, including those appearing on all templates, reports, communications, and electronic surveys at any time during or after the terms of this Agreement, unless specifically authorized by K12 *Insight*.

10.3. Client Intellectual Property. Client owns all right, title and interest in its own intellectual property including its trademarks, questionnaires independently developed by Client using the Services but without consultation from K12 *Insight*, provided they are not derived from K12 *Insight*'s Intellectual Property, as well as survey participant responses collected through the Services.

10.4. Limited License to Your Content. You grant K12 *Insight* a worldwide, royalty free license to use, reproduce, modify, adapt, create derivative works, and otherwise use your Data and intellectual property, but only for the limited purposes of providing the Services to you and as otherwise permitted by K12 *Insight*'s Privacy Policies. For

example, K12 *Insight* needs access to your participant responses and Data in order to develop reports for your use. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide K12 *Insight* with feedback about the Services, we may use your feedback without any obligation to you.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

11.1. Warranty. K12 *Insight* represents and warrants that the Services shall be provided in a workmanlike manner that conforms to the relevant, prevailing industry standards.

11.2. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY ABOVE, K12 *INSIGHT* PROVIDES THE SERVICES AS IS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND QUIET ENJOYMENT. CLIENT UNDERSTANDS THAT K12 *INSIGHT* IS DEPENDENT ON CERTAIN THIRD-PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICES. K12 *INSIGHT* EXPRESSLY DISCLAIMS THAT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICES, INCLUDING PARTICIPANT RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, DASHBOARDS, AND SAMPLE SURVEYS, IS DONE AT CLIENT'S OWN RISK AND CLIENT SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO CLIENT'S COMPUTER SYSTEMS. K12 *INSIGHT* SHALL NOT BE RESPONSIBLE FOR CLIENT'S FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. CLIENT SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES.

11.3. LIMITATION OF LIABILITY. K12 *INSIGHT* LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND THE AMOUNT OF SUCH DAMAGES SHALL EQUAL THE AGGREGATE FEES PAID BY CLIENT WITHIN THE PAST YEAR OF SERVICE UP TO A MAXIMUM OF \$5,000. IN NO EVENT WILL K12 *INSIGHT* BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM, LOST PROFITS, LOST REVENUE, LOST DATA, OR INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 *INSIGHT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. CLIENT ACKNOWLEDGES THAT K12 *INSIGHT* HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE

DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

12. INDEMNITY.

Client agrees to indemnify, hold harmless, and settle or defend at its own expense, K12 *Insight* and its directors, officers, employees, and agents against claims for death, illness, personal injury, property damage, losses, and improper business practices, and for Client's own negligence arising from its use of the Services under this Agreement, Client's reliance on the Services and any reports, dashboard, or any unauthorized access by persons using Client's login credentials due to Client's negligence.

K12 *Insight* agrees to indemnify, hold harmless, and settle or defend at its own expense the Client and the Client's directors, officers, employees, and agents against claims for infringement and K12 *Insight* gross negligence in the performance of the Services under this Agreement. However, K12 *Insight*'s obligation to indemnify shall not apply to any claims resulting from Client's sole willful misconduct or sole negligence. As a condition to K12 *Insight*'s defense and indemnification, the indemnified Client shall provide K12 *Insight* with prompt written notice of any claims and permit K12 *Insight* to control the defense, settlement, adjustment or compromise of any such claim.

12.1. Infringing Services. If any Service becomes, or in K12 *Insight*'s opinion is likely to become, subject of a claim of infringement, K12 *Insight* must either provide Client the right to continue to use that Service, or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to K12 *Insight*, Client shall return all Materials relating to the Services to K12 *Insight*, or the Service may be deactivated by K12 *Insight*, and K12 *Insight* must then refund Client a prorated amount of the fees paid for the infringing Service based on the remaining contracted period. K12 *Insight* shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than K12 *Insight*, (b) modification of the Services by K12 *Insight* in accordance with Client's designs, specifications, or instructions; (c) use other than as granted in this Agreement; (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to Client.

13. CONFIDENTIAL INFORMATION

13.1. Defining Confidential Information. The parties understand the provision of Services may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, the Client shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of Services under this Agreement,

any software or documentation related to the Services, K12 *Insight* sample questions and templates, trade secrets, technical know-how, inventions, Materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 *Insight*'s confidential information received from the other party (collectively, "Confidential Information"). Confidential Information does not include information that: (a) is known to Client prior to any disclosure and can be so proven by written records; (b) is received at any time by Client in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so proven by written records; (c) is as of the date of receipt by Client in the public domain or subsequently enters the public domain other than by reason of acts or omissions of the employees or agents of the Client, which acts or omissions have not been consented to by K12 *Insight*, and can be so proven by written records; (d) becomes publicly available through no fault of Client; (e) or is independently developed by or on behalf of Client without resort to K12 *Insight*'s Confidential Information as can be shown by reasonable documentary evidence.

14. TERMINATION

14.1. Termination for Cause. Either K12 *Insight* or Client may terminate this Agreement in response to any material breach that remains uncured for thirty (30) days following written notice of material breach to the breaching party ("Cause").

14.2. No Cause Termination. Client shall not terminate this Agreement for convenience or any reason other than stipulated in [Section 14.1](#).

14.3. Ceasing Services. Upon termination of this Agreement or the rights licensed herein, Client shall cease using the Services and related Materials immediately. Upon termination, K12 *Insight* shall not have any obligation to make available or provide access to the Services. Accordingly, Client should download all information desired prior to the earlier of the Contract End Date stated in the Sales Order Form, termination, or the deletion periods otherwise stated herein.

15. GENERAL PROVISIONS

15.1. Governing State. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties shall use good faith and all reasonable efforts to resolve disputes arising from or relating to this Agreement by negotiating with each other first. Any disputes unresolved by good faith resolution attempts may then be brought in a court of competent jurisdiction in Fairfax County, Virginia.

15.2. Entire Agreement. This Agreement and the additional terms referenced herein represents the entire final Agreement between the parties and supersedes all prior

Agreements relating to the use of the Services, whether written or oral, unless otherwise expressly permitted in this Agreement. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of this Agreement, and are void. In the event of any conflict between these Terms of Service and any other terms referenced herein, these Terms of Service shall govern. Any changes requested to our Agreement must be made in a written and signed addendum, which shall be incorporated by reference upon acceptance by *K12 Insight*.

15.3. Changes to Terms. *K12 Insight* may require changes to this Agreement to reflect changes in applicable law or updates to the Services, and to account for new Services or functionality. *K12 Insight* will provide written notice of any material changes to this Agreement, to permit you a reasonable chance to review and consent to the same. Changes will be effective no sooner than the day written notice is provided to the Client. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

15.4. Waiver. The failure by *K12 Insight* to enforce any right or provision of the Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

15.5. Force Majeure. The parties understand that there may be an occurrence of an event or effect that cannot be reasonably anticipated or controlled, which even by the exercise of reasonable diligence cannot prevent non-performance. These occurrences and events include, but are not limited to: acts of God; acts of war; acts of public enemies; strikes; fires; explosions; outages; general Internet brownouts or blackouts or shortage of bandwidth; hacking; actions of the elements; or other similar causes beyond the control of Client or *K12 Insight* in the performance of this Agreement. Upon the occurrence of such event or effect, the parties shall agree to excuse performance under this Agreement and not hold the other liable for the delay in or failure of performance under this Agreement. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages.

15.6. Transfer of Rights. Client shall not assign or otherwise transfer the rights under this Agreement by operation of law or otherwise, without *K12 Insight's* prior written consent. Any entity that acquires merges with, or otherwise combines in any manner with Client shall not acquire any rights to the Services under this Agreement, without *K12 Insight's* prior written consent. *K12 Insight* reserves the right to assign this Agreement and the Services provided herein.

15.7. Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

15.8. Recovery. In the event *K12 Insight* must initiate mediation, arbitration, litigation, or otherwise become a party to any other action at law or other proceeding against the

Client or related to Client to enforce any of the terms of this Agreement, or by reason of any breach or default, K12 *Insight* shall in any such action or proceeding be entitled to recover from Client all costs and reasonable attorneys' fees it incurred.

Privacy Policy

This Privacy Policy explains how K12 *Insight*, LLC (“K12 *Insight*”) handles data collected during the normal course of our business (sales, marketing, and support), as well as how we process data from our customers through our software and services. “Clients” are individuals or organizations with whom we have a valid, current signed agreement.

K12 *Insight* complies with applicable state and federal laws regulating the collection and use of personal information and educational records. For example, we comply with the Children’s Online Privacy Protection Act, the Family Educational Rights and Privacy Act, the Consumer Privacy Bill of Rights, the California Online Privacy Protection Act, and the various privacy bill of rights enacted by states where our Clients are located. Please note, that we reserve the right to terminate our services for any use that violates our Privacy Policy.

1. OUR SOLUTION, SOFTWARE AND SERVICES

K12 *Insight* software solutions are provided in an Application Service Provider (“ASP”) model and accessed using industry-standard web browsers via the web or a mobile device, or using a mobile app on a mobile device. Many of our Clients use our software solutions on a Self-Service basis, whereby the customer or its authorized staff are solely responsible for the data they input to our system and the data our systems collect from their stakeholders. Such use of our solution is referred to in this document as “Self-Service”.

In some instances, we may manage a project on behalf of our Clients, which we refer to as our “Consulting Service”.

In a Consulting Service, or in the process of providing technical support to our Self-Service Clients, we may receive information from Clients or generate reports that are exchanged with Clients via email, using appropriate file formats.

When performing services requested by our Clients, our software may send emails to our Clients’ stakeholders, which may contain personalized content, links, email addresses, or web links.

2. ADDITIONAL DATA WE COLLECT?

When registering for our services, we generally request the following information: including, but not limited to, name and contact information, company name, name of business representative, title of business representatives, company address, telephone number, email address, username and password, and billing information which may

include credit card numbers. Clients also provide us with information regarding the services they have ordered.

From our website, www.k12insight.com (“Website”), we collect information related to visitors, including their IP address, device type, and where available, the domain name, visited pages, surveys, landing pages of our Clients and interest areas, referring URLs, and other publicly available information. We analyze and use this information to help improve our Website and services, and to customize the content of our pages for a returning visitor using Website “Cookies” (a small piece of data stored on a visitor’s device while browsing to remember you and your preferences without re-entering such information when browsing web pages).

No personal data is collected when browsing our Website, unless you provide it to us when requesting us to contact you or before downloading content from our Website.

Clients manage and control (or, in case of Consulting Service, direct K12 *Insight* staff to manage) all information input into the K12 *Insight* software systems or generated on behalf of Clients in connection with the Services (“Data”). Depending on how the Client chooses to use (or, in case of Consulting Service, direct K12 *Insight* staff to use) the software, Data may include personal information. Such personal information may include, first and last name, student ID number, grade level, ethnicity, address, phone number, and email, or any combination of the same, and Let’s Talk! dialogue information, which contains questions, comments, concerns, suggestions, compliments, and similar communications by any stakeholder in a school system.

Clients manage all Data, as well as their users who create, manage, distribute, or report the Data.

3. USE OF CUSTOMER DATA

K12 *Insight* treats all Data entered by Clients (or, in case of Consulting Service, entered by K12 *Insight* staff under Client’s direction) or its stakeholders, as property of the Client. We regard all Data as highly confidential. All Data is safeguarded using industry best security practices that prevent unlawful disclosure.

We do not sell or make publicly available any specific identifiable information about our Website’s visitors, prospects, Clients or their stakeholders, or any of the Data input by Clients when using our services; however, if we are compelled by a valid court order or legal process, or to establish or exercise our legal rights or defend against legal claims, we may disclose such information. K12 *Insight* will never share or transfer Data to a third-party without the written permission of our Client.

We may share information to the extent necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of service, or as otherwise

required by law. However, electronic communications made through the Let's Talk! Service may be deemed an "electronic communication" by K12 *Insight*. As such, K12 *Insight* reserves the right to protect Information that it believes is protected from compelled disclosure pursuant to the Electronic Communications Privacy Act, 18 U.S.C. § 2510, et seq., ("ECPA") and the Stored Communications Act, 18 U.S.C. § 2701, et seq., ("SCA"), in addition to protections afforded by state law. The protections provided under the SCA and ECPA enable K12 *Insight* to prevent governmental authorities from seeking compelled disclosure of certain electronic communications.

We maintain a database of our Client's information that is used only for internal business functions, such as technical support, marketing activities, billing, and to notify Clients of changes or enhancements to the services. We may use Data to improve the performance of our Website and services by analyzing user behavior, including frequency of use, troubleshooting technical problems, resolving disputes and to address complaints, and to verify compliance with our Terms of Service. K12 *Insight* may process Data for the purpose of providing the required services to Clients. We may also anonymize and aggregate the Data and use such anonymized and aggregated data for our own business purposes and benchmarks.

K12 *Insight*, its staff and authorized consultants, all of whom follow this Privacy Policy and are bound to protect Client Data in the manner indicated here, may access Data solely to provide Client support or with services requested by Client. Other than to provide technical support upon request or to process Data as part of a Consulting Service, K12 *Insight* employees and consultants do not actively access and view Data. We may share Information with our affiliated/commonly owned companies, or during any real or potential acquisition or merger of our company by or with another. We will notify you if your information becomes subject to a different Privacy Policy.

K12 *Insight* has built software features that may be used to modify and delete Data, allow for anonymity, and allow for other features in order to help Clients comply with certain privacy-related regulations and laws. Therefore, you may share or otherwise use your user's information in the manner you elect when using our services. For example, you are given the opportunity to either hide or make available to survey participants certain client contact information in connection with a survey.

Clients must ensure that they, and their individual users, follow all applicable laws when sending emails to their stakeholders, collecting personal information, preventing unsolicited emails from being sent, and deleting personal information when no longer required. K12 *Insight* is not responsible for your improper disclosure or use of any information obtained from the Services.

4. CHANGING INFORMATION COLLECTED.

Client's information may be viewed and modified in our active database in real-time, at any time. The changed information may remain in archives and records for some

period of time. Once survey responses have been submitted, the survey participant will not be able to access his or her participant information. Client's survey participants may contact you, and you, in turn, will be able to view the service participant's collected information and, where appropriate, work with us in modifying such information.

We will permanently delete all personally identifiable information in a Client's account that is explicitly identified by the Client to be deleted, within 90-days of receiving such written notice. K12 *Insight* reserves the right to delete any and all Data that is older than 5 years from its database at any time, with 30 days written notice to the Client, or within 90-days after discontinuing support for an active service term. Client is solely obligated to back-up and download all necessary Data relating to the Services. K12 *Insight* shall not have any liability for the deletion of any Data from its database in accordance with these terms. Client shall be responsible for notifying K12 *Insight* if it desires to follow a different deletion practice.

5. HOW INFORMATION IS PROTECTED.

All Self-Service Client Data collected using our software is stored in a single, secure data center. Our data centers provide data security and physical security that meets or exceed prevailing industry standards. Data from Consulting Services reside in secure and encrypted file formats on our servers and on our staff's secured computers.

Our services have substantial and elaborate security measures in place to protect your information. Unique usernames and passwords must be entered each time a person logs on. Our Websites are hosted in a secure server environment that uses a firewall and other technology to prevent access from outside intruders, in line with prevailing industry standards. Internally, we use security-logs, train our employees, and limit access to K12 *Insight* personnel who need to know the information to deliver the Services. When transmitting sensitive information, we use encryption technology. All of our technology and processes are not, however, guarantees of absolute security. Clients must actively protect their information by maintaining the confidentiality of all usernames and passwords and by adequately installing the appropriate anti-virus programs and security measures on their own systems. You must immediately notify K12 *Insight* if any information security breach is suspected.

Contact us at privacy@k12insight.com.

6. CHANGES TO OUR PRIVACY POLICY.

As we are constantly improving the Services and expanding our business, K12 *Insight* reserves the right to modify this Privacy Policy from time to time to reflect such improvements. In the event we make such changes, we will announce the changes and post the new policy at <https://www.k12insight.com/privacy>. We will also provide advance notice of any material changes to this Privacy Policy, to permit you a

reasonable chance to review and consent to the same. Information collected after the new policy is posted will be used in conformance with the new policy. We may use information according our new Privacy Policies, but in such event, we will take reasonable measures to notify Clients of the changes and obtain their consent to use the information in line with the new policy.

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVAL OF THE APPLICATION FOR THE WAIVER OF THE 2019-2020 REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION

BACKGROUND:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades Kindergarten (K) through Grade Four meet the requirements of the TEC 25.112. If the review indicates that any class for grades K-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112(d). An exception request must be approved by the school district's Board of Trustees. We are asking the Fort Worth Independent School District School Board Members to approve the TEA Waiver request for maximum class size.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve the Application for the Waiver of the 2019-2020 Request for Maximum Class Size Exception
2. Decline to Approve the Application for the Waiver of 2019-2020 Request for Maximum Class Size Exception
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Application for the Waiver of the 2019-2020 Request for Maximum Class Size Exception

FUNDING SOURCE

Additional Details

General Fund	2019-2020 Estimate 199-11-61XX-001-XXX-11-304-000000 \$176,400 (70 classrooms x \$250/month x 9 periods = \$157,500 + 12% fringe)
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Data 2018-2019

Out of Compliance Teacher Stipend \$169,750

Total Cost, Incl. Est. Fringe @ 12 \$190,120

COST:

\$176,400

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary Schools

RATIONALE:

In an effort to address the goal of staffing grades Kindergarten through Four at 22 to 1 student to teacher ratio: additional staff have been added. Despite the addition of staff, we still have challenges over the established 22:1 ratio.

INFORMATION SOURCE:

Cynthia Rincón

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE 2020-2021 BUDGET DEVELOPMENT CALENDAR

BACKGROUND:

Sections 44.001 through 44.006 of the Texas Education Code establish the legal basis for budget development in school districts. These requirements call for the superintendent to prepare a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. In an effort to increase the level of transparency surrounding the budget development process and to allow sufficient time for stakeholder review and input, the administration has developed the 2020-2021 Budget Development Calendar for Board consideration.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the 2020-2021 Budget Development Calendar
2. Decline to Approve the 2020-2021 Budget Development Calendar
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the 2020-2021 Budget Development Calendar

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 & Finance

RATIONALE:

Approval of the 2020-2021 Budget Development Calendar is a fundamental step in the budget development process that will serve as the guide to developing a fiscally responsible budget that will effectively allocate the District's resources. The budget development calendar establishes important milestones that are essential to ensure stakeholder involvement, timely collection and analysis of data, and strategic allocation of resources.

INFORMATION SOURCE:

Elsie Schiro
David Johnson

Fort Worth Independent School District

2020-2021 Budget Development Calendar		
Board Adopted as of 10/8/2019		
1	Budget Department Refines Budget Planning Tool for Departments	12/10/19
2	Budget Development Update to District Advisory Committee (DAC)	10/03/19
3	Board Adopts 2020-2021 Budget Development Calendar	10/08/19
4	Budget Department Workshops with Department Budget Owners	11/5/19- 12/20/19
5	2020-2021 Budget Development Workshop with Board (if needed)	11/05/19
6	2020-2021 Budget Development Update to Leadership Team	11/12/19
7	2019-2020 Budget Update to Board	11/12/19
8	Budget Workshop with Leadership Team	12/12/19
9	2020-2021 Budget Development Update to Leadership Team	01/16/20
10	Initial 2020-2021 Budget Development Update to Board	01/21/19
11	Budget Development Update to Elementary and Secondary Principals-Distribute Campus Allocations	01/27/20
12	Budget Department opens 2020-2021 budget entry for Campus Principals	1/28/20 - 2/28/20
13	Budget Development Workshops with Campus Principals/Staff	2/5/20 - 2/28/20
14	Budget Development Workshop with Leadership Team	02/20/20
15	2020-2021 Department Budget Allocations distributed by Division Chief	02/24/20
16	2020-2021 Budget Development Update to Leadership Team	02/25/20
17	2019-2020 Budget Update and 2020-2021 Budget Development Update to Board	02/25/20
18	Campus 2020-2021 Budgets Due to Budget Department	02/28/20
19	2020-2021 Budget Development Workshop with Board (if needed)	03/17/20
20	2020-2021 Budget Development Update to Leadership Team	03/24/20
21	2019-2020 Budget Update and 2020-2021 Budget Development Update to Board	03/24/20
22	2020-2021 Budget Development Update to District Advisory Committee (DAC)	03/26/20
23	2020-2021 Department Budget Templates Due to Budget Department	03/27/20
24	Budget Department Compiles Preliminary Budget	4/1/20- 4/17/20
25	2020-2021 Budget Development Update to District Employee Relations Counsel (DERC)	04/02/20
26	2020-2021 Budget Development Update to Leadership Team	04/21/20
27	2020-2021 Budget Development Workshop with Board (if needed)	04/21/20
28	2019-2020 Budget Update and 2020-2021 Budget Development Update to Board	04/28/20
29	2020-2021 Budget Development Workshop with Board (if needed)	05/19/20
30	2020-2021 Budget Development Update to Leadership Team	05/26/20
31	2019-2020 Budget Update and 2020-2021 Budget Development Update to Board	05/26/20
32	2020-2021 Budget Development Workshop with Board (if needed)	06/02/20
33	Final 2020-2021 Proposed Budget Development Update to Leadership Team	06/09/20
34	Final 2020-2021 Proposed Budget Development Update to Board	06/09/20
35	Publish Notice of Public Hearing on Budget	06/12/20
36	Board Conducts Legally Required Public Hearing on 2020-2021 Proposed Budget	06/23/20
37	Board Adopts 2020-2021 M&O, I&S, & Food Service Budgets	06/23/20
38	End of 2019-2020 Fiscal Year	06/30/20
39	Beginning of 2020-2021 Fiscal Year	07/01/20
40	Appraisal District Provides Certified Taxable Values	07/15/20
41	Board Conducts Legally Required Public Hearing on 2020-2021 Proposed Tax Rates	08/11/20
42	Adoption of Ordinance Setting 2020-2021 Tax Rates, including possible TRE	08/11/20

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE RESOLUTION TO PROCLAIM OCTOBER 9, 2019 AS TEXAS EDUCATION HUMAN CAPITAL MANAGEMENT DAY

BACKGROUND:

Governor Greg Abbott has proclaimed October 9, 2019, as Texas Education Human Capital Management Day—a day set aside to recognize and honor the important contributions made by school staff who work in Human Capital Management (HCM). HCM staff work hard each day to make sure our schools are staffed with high-quality employees and that those employees have a positive work environment.

STRATEGIC GOAL:

4-Develop a Workforce that is Student & Customer-Centered

ALTERNATIVES:

1. Approve Resolution to Proclaim October 9, 2019 as Texas Education Human Capital Management Day
2. Decline to Approve Resolution to Proclaim October 9, 2019 as Texas Education Human Capital Management Day
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution to Proclaim October 9, 2019 as Texas Education Human Capital Management Day

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 Division of Human Capital Management is instrumental in recruiting, selecting, resourcing, and retaining quality staff in support of providing an excellent education for all students.

INFORMATION SOURCE:

Cynthia Rincon

**BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION
PROCLAIMING OCTOBER 9, 2019 AS TEXAS EDUCATION HUMAN CAPITAL
MANAGEMENT DAY**

Whereas, the Division of Human Capital Management is instrumental in recruiting, selecting, resourcing, and retaining quality staff in support of providing an excellent education for all students; and

Whereas, the Division of Human Capital Management plays a key role in fostering satisfaction and loyalty among employees by allowing for professional growth and development and keeping employees informed about policies, working conditions, compensation, and benefits; and

Whereas, the Division of Human Capital Management monitors and manages current and future workforce trends, organizational culture, legal and legislative trends, and ethical and social responsibility; and

Whereas, the Division of Human Capital Management is an important part of District leadership and is vital to the overall productivity and efficiency of the District’s workforce; and

Whereas, the Division of Human Capital Management is a valued and respected department that sustains the District’s most important asset—its people;

Therefore, the Board of Trustees of the Fort Worth Independent School District does hereby resolve that October 9, 2019, will be observed as Texas Education Human Capital Management Day throughout the District. The Board also encourages students, staff, and parents to express their appreciation to our Human Capital Management team members for their dedication and commitment to Fort Worth ISD employees and students.

The Resolution being read, **MOTION** was made by _____, seconded by _____ that the Resolution Proclaiming October 9, 2019 as Texas Education Human Capital Management Day be passed, approved and adopted.

FOR: _____

AGAINST: _____

The above Resolution Proclaiming October 9, 2019 as Texas Education Human Capital Management Day was approved and adopted at a regular meeting that the Board of Education held on the 8th day of October, 2019.

Jacinto Ramos, 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 8, 2019**

TOPIC: APPROVE RESOLUTION RECOGNIZING WHITE CANE DAY

BACKGROUND:

White Cane Safety Day is a national observance in the United States, celebrated on October 15th of each year since 1964. The mission of White Cane Day is to educate the world about blindness and how the blind and visually impaired can live and work independently while giving back to their communities, to celebrate the abilities and successes achieved by blind people in a sighted world and to honor the many contributions being made by the blind and visually impaired.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Resolution Recognizing White Cane Day
2. Decline to Approve Resolution Recognizing White Cane Day
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution Recognizing White Cane Day

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:

Approving the resolution will celebrate the abilities and successes achieved by blind people in a sighted world and honor the many contributions being made by the blind and visually impaired.

INFORMATION SOURCE:

Karen Molinar

**BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION
RECOGNIZING OCTOBER 15TH AS WHITE CANE DAY**

Whereas, the white cane, in addition to being a practical mobility tool, serves as a symbol of dignity, freedom, and independence for individuals who are blind or visually impaired; and

Whereas, on White Cane Day, our Nation celebrates the immeasurable contributions the Americans who use white canes have made as valued members of our diverse country; and

Whereas, students with disabilities are reaching achievements considered unattainable just a few decades ago; and

Whereas, we also examine our progress and recommit to full integration, equality, education, and opportunity for students and staff with visual impairments; and

Therefore, the Board of Trustees of the Fort Worth Independent School District does hereby resolve that October 15th will be observed as White Cane Day throughout the District. The Board also encourages students, staff, and parents to express their appreciation and support to our visually impaired and blind students and team members.

The Resolution being read, **MOTION** was made by _____, seconded by _____ that the Resolution Recognizing October 15th as White Cane Day be passed, approved and adopted.

FOR: _____

AGAINST: _____

The above Resolution Recognizing October 15th as White Cane Day was approved and adopted at a regular meeting that the Board of Education held on the 8th day of October, 2019.

Jacinto Ramos, 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 8, 2019**

**TOPIC: APPROVE FIRST READING-REVISIONS TO BOARD POLICIES
CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL),
DGBA(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 First Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), DGBA(LOCAL), FJ(LOCAL) and FMA(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), DGBA(LOCAL), FJ(LOCAL) and FMA(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revisions to Board Policies CG(LOCAL), CI(LOCAL), CNA(LOCAL), DBAA(LOCAL), DGBA(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.

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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.

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- *Additions* are shown in a blue, bold font: **new text**.
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- *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.

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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

DBAA
(LOCAL)

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

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

~~c. Plead 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

DBAA
(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

DBAA
(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

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS-EMPLOYEE COMPLAINTS/GRIEVANCES

Rationale: Recommended revisions by TASB and the HCM division streamlines the employee grievance process.

Annotations are shown as follows.

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PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

COMPLAINTS

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

OTHER COMPLAINT
PROCESSES

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA. ~~{See DIA}~~
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII, shall be submitted in accordance with DIA. ~~{See DIA}~~
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA. ~~{See DIA}~~
4. Complaints concerning instructional materials shall be submitted in accordance with EFA. ~~{See EFA}~~
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE. ~~{See CKE}~~
6. Complaints arising from concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB. ~~{See DFBB}~~
7. Complaints arising from concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, OR DFBA. ~~{See DFAA, DFBA, or DFCA, respectively}~~
8. Complaints arising from a suspension of pay, demotion, or termination from employment of an at-will employee shall be submitted in accordance with DCD. ~~{See DCD}~~

NOTICE TO
EMPLOYEES

The District shall inform employees of this policy through appropriate District publications.

GUIDING PRINCIPLES
INFORMAL
PROCESS

The Board encourages employees to discuss their concerns and ~~complaints through informal conferences~~ with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Concerns should be expressed as soon as possible to allow early resolution at the ~~earliest~~ lowest possible administrative level.

DIRECT
COMMUNICATION
WITH BOARD
MEMBERS

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

~~PURPOSE~~
FORMAL PROCESS

~~This policy provides an orderly process for the prompt and equitable resolution of all employee complaints, other than those noted at EXCEPTIONS, below.~~ An employee may initiate the formal process described below by timely filing a written complaint (grievance statement) form.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this ~~This~~ policy shall not be construed to create new or additional ~~substantive~~ rights beyond those granted by ~~law or Board policy or law~~, nor to require a full evidentiary hearing or "mini-trial" at any level.

~~DEFINITIONS~~

~~The following definitions of terms shall apply:~~

- ~~1. "Employee" shall mean an employee of the District performing work under regular continuous employment. This shall not include substitutes or temporary employees.~~
- ~~2. "Representative" shall mean any person or organization selected by the employee to represent him or her in the complaint process so long as that representative does not claim the right to strike. The employee may designate a representative through written notice to the District at any level of the process. If the employee designates a representative with fewer than 24 hours' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing for a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.~~
- ~~3. "Days" shall mean District working days based on the District's 240-day calendar. In calculating time lines under this policy, the day a document is filed is "day zero." The following working day is "day one."~~

~~NOTICE TO
EMPLOYEES~~

~~The District shall inform employees of this process.~~

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

FREEDOM FROM
RETALIATION

Neither the Board nor any District employee shall **unlawfully** retaliate against an employee for bringing a concern or complaint ~~under this policy. [See DG] However, any employee who knowingly makes false statements in the course of a complaint proceeding will be subject to disciplinary action.~~

WHISTLEBLOWER
COMPLAINTS

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to **enable allow** the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG(~~LEGAL~~)]

COMPLAINTS AGAINST
SUPERVISORS

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee **beginning at Level One.** ~~A~~ **Complaint forms** alleging a violation of law by the Superintendent may be **made submitted** directly to the Board or designee **beginning at Level Three.**

AUDIO RECORDING

~~As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.~~

NOT PERMITTED

~~However, recordings shall not be permitted in alternative resolution since a formal conference or hearing will not be taking place.~~

COMPLAINTS

~~In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all employee complaints, except as provided below.~~

EXCEPTIONS

This policy shall not apply to:

- ~~1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIA]~~
- ~~2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIA]~~
- ~~3. Complaints concerning retaliation relating to discrimination and harassment. [See DIA]~~
- ~~4. Complaints concerning instructional materials. [See EFA]~~
- ~~5. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

6. ~~Complaints arising from the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code. [See DFBB]~~
7. ~~Complaints arising from the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term. [See DFAA, DFBA, or DFCA, respectively]~~
8. ~~Complaints arising from a suspension of pay, demotion, or termination from employment of an at-will employee. [See DCD]~~

GENERAL
PROVISIONS
FILING

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail, ~~or electronic mail~~. Hand-delivered filings shall be timely filed if received by the ~~employee relations division~~ appropriate administrator or designee by the close of business on the deadline. ~~Fax~~ Filings submitted by electronic communication shall be timely filed if they are received by the close of business on ~~or before~~ the deadline, as indicated by the date/time shown on the ~~District's fax copy~~ electronic communication. ~~Electronic mail filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the District's copy.~~ Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

SCHEDULING
CONFERENCES

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. The employee must appear in person. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the employee and/or the employee's designee as noted on the ~~Grievance Statement Form~~, from the appropriate administrator. Responses may be hand-delivered, ~~faxed~~, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail ~~or electronic mail~~ to the employee's mailing address of record, ~~electronic address, or fax number provided on the grievance statement form~~. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DEFINITIONS

The following definitions of terms shall apply:

DAYS

"Days" shall mean District working business days, based on the District's 240-day calendar unless otherwise noted. In calculating

time lines under this policy, the day a document is filed is “day zero.” The following ~~working~~ business day is “day one.”

REPRESENTATIVE

“Representative” shall mean any person ~~who~~ or an organization ~~selected by the employee to represent him or her in the complaint process so long as~~ that ~~representative~~ does not claim the right to strike ~~and is designated by the employee to represent him or her in the complaint process.~~ The employee may designate a representative through written notice to the District at any level of ~~the~~ this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than 24 hours’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing ~~for to~~ a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not ~~bring file~~ separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT ~~FORM:~~
(~~GRIEVANCE STATEMENT AND APPEAL FORMS~~)

A Complaints and appeals under this policy shall be submitted in writing on a grievance statement form or appeal form provided and must be personally signed by the ~~employee filing the complaint~~ District. ~~Level One grievance conferences are typically heard by the employee’s immediate supervisor or the Superintendent’s designee. Depending on the nature of the grievance, an employee may choose to participate in alternative dispute resolution in lieu of a Level One grievance conference by indicating it on the grievance~~

~~statement form.~~ The form must be signed by the employee or representative on the employee's behalf.

Copies of any documents that support the complaint should be attached to the ~~grievance statement~~ complaint form. If the employee does not have copies of these ~~supporting~~ documents ~~at the time of filing~~, they ~~must~~ ~~may~~ be presented at the Level One conference. ~~The employee must also provide a copy of such documents to the employee relations division following the Level One conference.~~ After the Level One conference, no new documents may be submitted by the employee ~~without the consent of the Level Two hearing officer or~~ unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a ~~complaint~~.

~~ALTERNATIVE
DISPUTE RESOLUTION~~

~~The Board has established an alternative dispute resolution process for employees who wish to resolve workplace concerns, complaints, and conflicts in a more expeditious and personal manner. Participation is voluntary and shall not preclude future access to the formal grievance process if the attempt at resolution is not successful.~~

~~The director of employee relations shall review requests to participate in alternative dispute resolution and determine whether the grievance is appropriate for this process. If the process is determined to be appropriate, the director shall forward the request to the office of employee health and wellness for further action. During the alternative dispute resolution process, all grievance time lines shall be suspended.~~

~~If the grievant is not satisfied with the outcome of the alternative dispute resolution, the grievance shall be remanded back for a formal conference with the designated hearing officer at Level Two. At that time, the grievance time lines shall resume. Grievances that are resolved through alternative dispute resolution shall be considered closed.~~

AUDIO RECORDING

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

LEVEL ONE

~~The following process for presenting a grievance shall apply~~ ~~Grievance statement forms must be filed:~~

~~A Level One grievance statement form must be filed~~ with the employee relations ~~division~~ department of the in human capital management ~~department~~ within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

- ~~1. Unless there is a written agreement to extend the time line, a grievance conference shall be held by the immediate supervisor or the Superintendent's designee within 15 days after the receipt of the grievance statement form.~~
- ~~2. The employee must appear in person. The failure of the employee to appear at the appointed time and place shall render the grievance null and void.~~
- ~~3. All conferences concerning grievances shall take place during normal business hours. Reasonable notice of scheduled conferences shall be given to all participants.~~
- ~~4. The administrator shall consider the grievance and shall provide the employee a written response within ten days following the conference, unless there is a written mutually agreeable date for the deadline. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.~~
- ~~5. The administrator rendering the Level One decision shall forward a copy of the written response and any other documents relied upon in reaching the decision to the employee relations division.~~
- ~~6. At any time during the grievance procedure, the Superintendent or designee may assume jurisdiction and render a decision on the grievance. In this event, the Superintendent's decision may be appealed to the Board within ten working days of such decision.~~

Employees relation staff shall note the date and time the complaint form was received and immediately forward the complaint form to the administrator who will hear the complaint at Level One. If the only administrator who has authority to remedy the alleged problem is the Superintendent or the Superintendent's designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

The assigned administrator shall investigate as necessary and schedule a conference with the employee within 15 days after the

receipt of the written complaint. The Level One administrator may set reasonable time limits for the conference.

In absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

~~The following process shall apply:~~

If the employee did not receive the relief requested at Level One, or if the time for a response has expired, the employee may file a Level Two written grievance appeal request.

The appeal notice must be filed in writing with the employee relations department on a form provided by the District, ~~to the employee relations division,~~ within ten days of the date of the written Level One response, or if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the employee relations ~~division~~ department shall ~~notify the Superintendent or designee who shall determine whether to personally consider the grievance appeal or to appoint a hearing officer.~~

~~The employee relations division shall also~~ prepare and forward a record of the Level One complaint to the assigned Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

- a. The original complaint form and any attachments.
- b. All other documents submitted by the employee at Level One.
- c. The written response issued at Level One and any attachments.
- d. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The ~~Superintendent or designee~~ Level Two administrator shall hold schedule a conference within 15 days after the ~~receipt of the grievance statement form~~ appeal notice is filed. The conference shall be limited to the issues ~~presented by the employee~~ and documents

~~considered~~ at Level One ~~and identified in the Level Two appeal notice~~. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The ~~Superintendent or designee~~ Level Two administrator may set reasonable time limits for the conference.

The ~~Superintendent or designee~~ Level Two administrator shall provide the employee a written response within ten days following the conference. ~~A copy of the response shall also be provided to the employee relations division~~. The written response shall set forth the basis of the decision. In reaching a decision, the ~~Superintendent or designee~~ Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the ~~Superintendent or designee~~ Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing ~~to~~ with the employee relations ~~division~~ department on a form provided by the District, within ten days of the date of the written Level Two response, or if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two ~~complaint~~ appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

~~The Board shall not consider documentation not previously submitted or issues not previously presented.~~

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act ~~or~~ and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and ~~the~~ administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the ~~grievance but shall not be required to rule thereon~~ complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~Announcing a decision in the employee's presence constitutes communication of the decision.~~ If the Board does not make a decision regarding the complaint by the end of the next ~~regularly~~ scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

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)

DONATIONS	{For information regarding acceptance of monetary donations made to a Administrative regulations shall address student fundraising plans, group or to an individual campus, see CDC(LOCAL)}
INSTRUCTIONAL MATERIALS	Offers of instructional aids or materials by publishers, businesses, or individuals in the public or private domain shall have the approval of fundraising the Superintendent or designee.
SCHOLARSHIPS	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.
SCHOOL-SPONSORED FUND-RAISING	Fund-raising activities, and any required reporting on fundraisers by campus administrators. With at least one employee managing each 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, students representing their school or the District may sponsor. All fund-raising projects and sale of merchandise shall be subject to the approval of the principal. 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).
FOR OUTSIDE ORGANIZATIONS (STUDENT OR EMPLOYEE DIRECTED)	Students shall be permitted to participate in approved fundraising to 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.
BY OUTSIDE ORGANIZATIONS	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.
LOSS OF CLASS TIME	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 District school or a nonschool, charitable organization. Participation its students, or other authorized fees. [See also FP]

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.~~

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR PASCHAL HIGH SCHOOL RENOVATION JOB NO. 010-212 (RFQ #20-003) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Paschal High School Renovations project with the following schedule of events:

First Advertisement	August 5, 2019
Second Advertisement	August 12, 2019
Pre-Proposal Conference – 10:00am CST	Tuesday, August 13, 2019
Deadline for Questions – 2:00pm CST	Friday, August 16, 2019
Addendum Posted	Monday, August 19, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Tuesday, August 27, 2019
Evaluation Meeting	Wednesday, September 4, 2019
Issue Step 2 to Short List (Schedule Interviews)	Wednesday, September 4, 2019
Receive Step 2 - GC’s & Fees	Monday, September 9, 2019 – 2:00pm
Interview Firms on Short List; Rank Submissions	Tuesday, September 10, 2019
Board Approval of CMAR Firm	October 8, 2019

The District received six Statements of Qualifications from the following Firms:

- Adolfson & Peterson Construction
- Cadence McShane Construction Company, LLC
- Reeder + Summit Joint Venture
- S&P and Post L JV
- SEDALCO – SMR JV
- Turner | Source JV

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

Cadence McShane Construction Company, LLC
Reeder + Summit Joint Venture
S&P and Post L JV
SEDALCO – SMR JV
Turner | Source JV

Step II – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. SEDALCO – SMR JV
2. Turner – Source JV
3. Cadence McShane Construction Co., LLC
4. S&P and Post L JV
5. Reeder + Summit JV

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Paschal High School Renovation Job No. 010-212 (RFQ #20-003) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Paschal High School Renovation Job No. 010-212 (RFQ #20-003) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Paschal High School Renovation Job No. 010-212 (RFQ #20-003) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-010-99-000-010212

COST:

Not To Exceed \$20,000.00

VENDOR:

SEDALCO - SMR JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-003

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 6

Joint Venture Firms: 4

HUB Firms: 4

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #010 Paschal High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE COST INCREASE FOR ARCHITECTURAL SERVICES FOR PHASE II OF THE INNOVATION CENTER

BACKGROUND:

On December 11, 2018 the Board of Education (BOE) approved the architectural services for Phase II of the Innovation Center, now referred to as the Teaching and Learning Center (TLC). Phase II includes the interior finish-out of nearly 35,000 square feet. This state of the art facility will support professional learning and instructional services by providing opportunities for teachers and other employees to further their professional knowledge, competence, skill and effectiveness.

The Board approved the current estimated cost for architectural services for Phase II of the TLC of \$290,953. The Capital Improvement Program Office (CIP) is requesting approval to increase the cost of architectural services by \$150,000, to include funding for Professional Design Services related to furniture, fixtures and equipment (FF&E), interior and exterior signage including graphics for a total amount of \$440,953.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cost Increase For Architectural Services For Phase II Of The Innovation Center
2. Decline to Approve Cost Increase For Architectural Services For Phase II Of The Innovation Center
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Cost Increase For Architectural Services For Phase II Of The Innovation Center

FUNDING SOURCE

Additional Details

TRE

198-81-6629-001-728-99-501-0000000

COST:

\$150,000.00

VENDOR:

Hahnfeld Hoffer Stanford

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Teaching and Learning Center (TLC)

RATIONALE:

The Capital Improvement Program Office (CIP) is requesting approval to increase the cost of architectural services by \$150,000, to include funding for Professional Design Services related to furniture, fixtures and equipment (FF&E), interior and exterior signage including graphics for a total amount of \$440,953.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE COST INCREASE FOR ARCHITECTURAL SERVICES FOR MIDDLE SCHOOL RESTROOM RENOVATIONS APPROVED FOR FUNDING THROUGH THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 22, 2019 the Board of Education (BOE) approved the architectural services for Middle School Restroom Renovations and the Appropriation of Remaining 2013 Capital Improvement Program (CIP) Construction Fund Reserves for Middle School Restroom Renovations. The board item allowed the selected architects to plan the design of the restorations, remodeling the existing restrooms with up-to-date fixtures, finishes and equipment to meet current standards and codes.

The Board approved the current estimated cost for architectural services of \$974,258.50. It is expected that the cost of the services will increase. Architects often incur costs for permitting, printing and accessibility. Therefore, the CIP is requesting approval to increase the cost of architectural services by \$250,000, to include reimbursables such as those listed for a total amount of \$1,224,258.50. Funding for this work is within the \$15M that was originally approved on January 22, 2019 by the BOE; therefore, a formal budget amendment is not required.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cost Increase to Architectural Services For Middle School Restroom Renovations Approved For Funding Through The 2013 Capital Improvement Program
2. Decline to Approve Cost Increase to Architectural Services For Middle School Restroom Renovations Approved For Funding Through The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Cost Increase to Architectural Services For Middle School Restroom Renovations Approved For Funding Through The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-81-6629-XXX-XXX-99-000-000000

COST:

\$250,000.00

VENDOR:

Brown Reynolds Watford
Corgan
Fender Andrade Architects
Glenn Partners
Hahnfeld Hoffer Stanford
Halback Dietz
Harrison Kornberg
Huckabee
Parkhill, Smith & Cooper
PBK Architects
RPGA Design Group
WRA Architects

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Como Montessori
Daggett Middle
Forest Oak Middle
Glencrest 6th
Handley Middle
J.P. Elder Middle
Jacquet Middle
James William Middle
Kirkpatrick Middle
Leonard Middle
McLean 6th
Meacham Middle
Meadowbrook Middle
Monnig Middle
Morningside Middle
Riverside Middle
Rosemont 6th
Rosemont Middle
W.C. Stripling Middle
Wedgwood 6th Grade
Wedgwood Middle

RATIONALE:

The current estimated cost for architectural services is expected to increase. Therefore, the Capital Improvement Program is requesting approval to increase the cost of architectural services by \$250,000.00, for a total amount of \$1,224,258.50 to complete the design of the Middle School restroom renovations.

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
October 8, 2019**

TOPIC: APPROVE THE RATIFICATION OF AND APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN EDUCATION SERVICE CENTER REGION 11 AND THE FORT WORTH ISD: COMO MONTESSORI, HANDLEY MIDDLE, HARLEAN BEAL ELEMENARY, JT STEVENS ELEMENTARY, JEAN MCCLUNG MIDDLE, SEMINARY HILLS PARK ELEMENTARY, SUNRISE MCMILLAN ELEMENTARY, WESTCREEK ELEMENTARY AND WESTERN HILLS ELEMENTARY

BACKGROUND:

The School Improvement Grant (SIG) identified schools or schools within one level in the direct feeder pattern of the comprehensive campus is required to begin and/or continue engaging in the Effective Schools Framework continuous improvement process and completing all Texas Education Agency required interventions and submissions.

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of and approval of Memorandum of Understanding between Education Service Center between Education Service Center Region 11 and the Fort Worth ISD: Como Montessori, Handley Middle, Harlean Beal Elementary, JT Stevens Elementary, Jean McClung Middle, Seminary Hills Park Elementary, Sunrise McMillan Elementary, Westcreek Elementary and Western Hills Elementary
2. Decline to Approve Ratification of and approval of Memorandum of Understanding between Education Service Center between Education Service Center Region 11 and the Fort Worth ISD: Como Montessori, Handley Middle, Harlean Beal Elementary, JT Stevens Elementary, Jean McClung Middle, Seminary Hills Park Elementary, Sunrise McMillan Elementary, Westcreek Elementary and Western Hills Elementary
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of and approval of Memorandum of Understanding between Education Service Center between Education Service Center Region 11 and the Fort Worth ISD: Como Montessori, Handley Middle, Harlean Beal Elementary, JT Stevens Elementary, Jean McClung

Middle, Seminary Hills Park Elementary, Sunrise McMillan Elementary, Westcreek Elementary and Western Hills Elementary

FUNDING SOURCE

Special Revenue

Additional Details

211-21-6299-OLP-070-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-047-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-187-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-169-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-180-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-226-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-130-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-178-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-221-24-691-000000-20F34 - \$5,000
211-21-6299-OLP-063-30-691-000000-20F10 - \$5,000

COST:

\$45,000

VENDOR:

Education Service Center - Region 11

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Como Montessori, Handley Middle, Harlean Beal EL, JT Stevens EL, Jean McClung Middle, Seminary Hills Park EL, Sunrise McMillan EL, Westcreek EL, Western Hills EL

RATIONALE:

Region 11 will facilitate and conduct the Effective School Framework Diagnostic process.

INFORMATION SOURCE:

Cherie Washington
Raúl Peña

EDUCATION SERVICE CENTER
REGION 11

MEMORANDUM OF UNDERSTANDING
BETWEEN
EDUCATION SERVICE CENTER REGION 11
AND THE

FORT WORTH ISD: COMO MONTESSORI, HANDLEY MIDDLE, HARLEAN BEAL EL,
J T STEVENS EL, JEAN MCCLUNG MIDDLE, SEMINARY HILLS PARK EL, SUNRISE -
MCMILLAN EL, WESTCREEK EL, WESTERN HILLS EL

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the **FORT WORTH INDEPENDENT SCHOOL DISTRICT (ISD)**, (hereinafter referred to as "**DISTRICT**" and Education Service Center Region 11, (hereinafter referred to as "ESC Region 11" or "ESC"), **WHEREAS**, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes;

WHEREAS, the parties to this Agreement desire to establish a partnership for the purpose of completing the Effective School Framework Diagnostic process.

WHEREAS, under this Agreement, the parties agree to follow the agreed upon guidelines of **FORT WORTH ISD** and ESC Region 11 in providing Effective Schools Framework Diagnostic ("ESF").

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, the parties to this Agreement mutually agree to the following:

1. Purpose.

To facilitate and conduct the Effective Schools Framework Diagnostic resulting in the identification of prioritized practices the campus should focus on for improvement.

a. Role of District/District Coordinator of School Improvement ("DCSI")

1) Collaboratively work with other Campus Intervention team members to conduct an onsite needs assessment in a timely manner; 2) Review district commitments and establish areas of focus within district operations; 3) Support the principal in submitting the pre-work requirements, including providing

campus, teacher and student level data; 4)Collaborate with the ESC ESF Facilitator and principal throughout the diagnostic process; 5)Ensure district staff quickly address campus needs and provide access to adequate resources including funds allocated by TEA; 6)Maintain an open, on-going dialogue with the ESC ESF Facilitator regarding ESF diagnostic process efforts; 7)Support the relationship between the campus staff, district staff, and the ESC ESF Facilitator.

b. Role of ESC Region 11

1)Attend all Effective Schools Framework (ESF) trainings as required by the Texas Education Agency ("TEA") and successfully complete an assessment; 2)Communicate with DCSI/Principal and build a trusting supportive relationship; 3)Understand the campus' performance relative to the practices described in the ESF by gathering and analyzing artifacts and campus data before and during the campus visit in coordination with the DCSI, principal, and principal supervisor; 4)Develop a preliminary campus visit plan; 5)Collaborate with the DCSI, principal, and principal supervisor to determine the highest leverage focus areas for campus improvement; 6)Create a final Diagnostic Report and review findings with the DCSI, Principal, and Principal supervisor; 7)Submit final Diagnostic Report to the TEA; and 8)Submit your TEA approved final report and invoice to the Center for Effective Schools for review and payment.

2. TERM OF THE MOU

The term of this MOU shall be from September 16, 2019 until November 5, 2019.

3. TERMINATION OF THE MOU

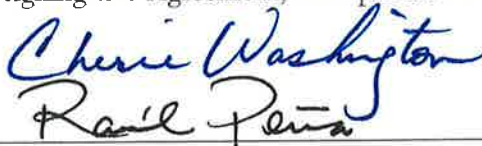
Either party to this MOU may terminate this MOU for any reason by notifying the other party in with thirty (30) days written notice. **FORT WORTH ISD** Party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

4. BASIS FOR ALLOCATION OF COST

FORT WORTH ISD party agrees to pay ESC Region 11 the following costs per campus:

- a. \$5000.00 for facilitation of Effective Schools Framework Diagnostic.
- District/Campus shall be credited \$100.00/hour for under 50 hours.
- District/Campus will pay an additional \$100.00/hour exceeding 50 hours.
- District/Campus may reschedule 1 event (call, on-site visit, debrief) free of charge. Each reschedule after that will result in a \$350.00 fee. Tracking schedules for each campus will be provided at the completion of each ESF.

By signing this Agreement, both parties acknowledge they will actively abide by its terms.



Signature:

EDUCATION SERVICE CENTER
REGION 11

By:  Date:

Clyde W. Steelman, Jr. Date:

Title:

Executive Director

**ACTION AGENDA ITEM
BOARD MEETING
October 8, 2019**

**TOPIC: RESOLUTION NOMINATING CANDIDATE(S) FOR TARRANT
APPRAISAL DISTRICT BOARD OF DIRECTORS**

BACKGROUND:

Section 6.03(g) of the Property Tax Code requires the candidates for the Board of Directors for the County Tax Appraisal District to be nominated by resolution adopted by the governing body of the voting units (taxing entities). Each voting unit may nominate one candidate for each of the five positions to be filled. The presiding officer of the governing body shall submit the name(s) of the unit's nominee(s) to the chief appraiser before October 15. However, a voting unit is not required to make any nomination.

To be eligible to serve as a director, the nominees must have resided in the Tarrant Appraisal District for at least two years prior to January 1, 2020. They may serve on the governing body, as an elected official of a taxing unit in the County and still be eligible to serve as a Director. However, the Tax Code identifies the following list which makes an individual ineligible to serve as director;

- An individual is ineligible to serve if they are an employee of a taxing unit, unless the employee is also an elected official of the governing body.
- An individual is ineligible to serve as a director if the individual has engaged in the business of appraising property for compensation, or is related to a person that engages in appraising property for compensation, and may be used in proceedings within the appraisal district.
- An individual is ineligible to serve if they represent property owners for compensation in proceedings in the appraisal district at any time during the preceding five years.
- An individual is ineligible to serve if they are employed by the appraisal district.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution Nominating Candidate(s) for Tarrant Appraisal District Board of Directors
2. Decline to Approve Resolution Nominating Candidate(s) for Tarrant Appraisal District Board of Directors
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Board’s discretion

FUNDING SOURCE

Additional Details

No cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

N/A

RATIONALE:

Since the Board should have enough votes to elect one member to the Board of Directors of the Tarrant Appraisal District, it is in the best interest of the District to nominate a candidate that TAD will vote for during the election process.

INFORMATION SOURCE:

Karen Molinar



Jeff Law
Executive Director
Chief Appraiser

September 10, 2019

Mr. Jacinto 'Cinto' Ramos, Jr.
Board President
Fort Worth I.S.D.
100 N. University Dr.
Fort Worth, Texas 76107

Dear Mr. Ramos:

The terms of service for our five members of the Board of Directors (Directors) will expire on December 31, 2019 and it is time to begin the process of conducting an election for the 2020-2021 term.

Based on the amount of the 2018 adjusted tax levy imposed by each eligible taxing unit, we have calculated the number of votes for your entity in accordance with the Texas Property Tax Code. The enclosed list will provide you with that information.

The first step in the procedure is the nomination of candidates for director. Each voting unit may nominate one candidate for each of the five positions to be filled. You are not required to make any nomination or you may nominate any number up to five. The County Tax Assessor/Collector is automatically a non-voting member of the Board of Directors by law.

In order to be eligible to serve as a director, the 2019 nominees must have resided in Tarrant County for at least two years prior to January 1, 2020. They may serve on the governing body, as an elected official, of a taxing unit in the County and still be eligible to serve as a Director. However, the Tax Code identifies the following list which makes an individual ineligible to serve as director;

- An individual is ineligible to serve if they are an employee of a taxing unit, unless that employee is also an elected official of the governing body.
- An individual is ineligible to serve as a director if the individual has engaged in the business of appraising property for compensation, or is related to a person that engages in appraising property for compensation, and may be used in proceedings within the appraisal district.
- An individual is ineligible to serve if they represent property owners for compensation in proceedings in the appraisal district at any time during the preceding five years.
- An individual is ineligible to serve if they are employed by the appraisal district.

Letter to Taxing Units
Election of Board of Directors
September 10, 2019
Page 2

- An individual is ineligible to serve if they own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the individual should have known of the delinquency.
 - Unless the taxes are being paid under an installment agreement,
 - Or a suit to collect the delinquent taxes is deferred or abated.

- An individual is ineligible to serve if the individual, or a business in which the individual has a substantial interest, enters into a contract with the appraisal district, or enters into a contract with a taxing unit in the district, if that contract relates to the performance of an activity governed by Title 1 of the Texas Property Tax Code (for example, appraising property for tax purposes or determining eligibility for exemptions). A substantial interest exists where the individual and spouse have a combined ownership of at least 10% of the voting stock or shares of a business, or either of them is a partner, limited partner or an officer.

If you have questions concerning the qualifications of nominees for a Board position, please call.

The nominations for Directors, which must be made in an open meeting of your taxing unit, should be submitted by the presiding officer to the Chief Appraiser in the form of a resolution or other official process adopted by the governing body by October 15, 2019, giving the names and addresses of the nominees. A current resume or vita should be included so we may determine eligibility or ineligibility before the final ballot is created.

The elections calendar is as follows:

By October 15, 2019	Nominations by resolution or official action
By October 30, 2019	Ballots listing nominees delivered to Presiding Officer
By December 15, 2019	Entity submits votes by resolution to Chief Appraiser
By December 31, 2019	Five (5) nominees receiving largest cumulative vote totals are elected
January 1, 2020	Board takes office for two year term

The duties of the Board are outlined in Chapter 6, Texas Property Tax Code. If you have questions, please do not hesitate to call.

Sincerely,



Jeff Law
Executive Director
Chief Appraiser

JL:ct
Encl.
Dr. Kent Scribner

TARRANT APPRAISAL DISTRICT
 2019 Calculation of Taxing Entity Votes for Board of Directors
 Per Section 6.03(d) of Texas Property Tax Code

	2018 TAXES IMPOSED	% OF TOTAL	2019 VOTES
School Districts:			
Aledo	\$ 4,422,386	0.10270%	5
Arlington	\$ 387,742,841	9.00408%	450
Azle	\$ 21,552,124	0.50048%	25
Birdville	\$ 145,780,948	3.38529%	169
Burleson	\$ 26,484,960	0.61503%	31
Carroll	\$ 121,637,201	2.82463%	141
Castleberry	\$ 10,263,752	0.23834%	12
Crowley	\$ 107,398,244	2.49398%	125
Eagle Mountain/Saginaw	\$ 145,123,350	3.37002%	168
Everman	\$ 20,636,822	0.47922%	24
Fort Worth	\$ 497,308,653	11.54840%	577
Godley	\$ 1,195,386	0.02776%	1
Grapevine/Colleyville	\$ 209,100,626	4.85569%	243
Hurst/Euless/Bedford	\$ 173,039,168	4.01828%	201
Keller	\$ 273,591,344	6.35328%	318
Kennedale	\$ 20,590,320	0.47814%	24
Lake Worth	\$ 16,835,674	0.39095%	20
Lewisville	\$ 3,016,101	0.07004%	3
Mansfield	\$ 202,021,083	4.69129%	235
Northwest	\$ 123,007,336	2.85645%	143
White Settlement	\$ 30,827,960	0.71588%	36
Total Schools	\$ 2,541,576,278	59.01994%	2951
Cities:			
Arlington	\$ 163,132,652	3.78823%	189
Azle	\$ 4,938,908	0.11469%	6
Bedford	\$ 22,708,215	0.52733%	26
Benbrook	\$ 13,094,468	0.30408%	15
Blue Mound	\$ 829,947	0.01927%	1
Burleson	\$ 5,670,408	0.13168%	7
Colleyville	\$ 17,106,631	0.39725%	20
Crowley	\$ 6,843,564	0.15892%	8
Dalworthington Gardens	\$ 1,936,069	0.04496%	2
Edgecliff Village	\$ 624,228	0.01450%	1
Euless	\$ 20,400,613	0.47374%	24
Everman	\$ 2,087,446	0.04847%	2
Flower Mound	\$ 936,916	0.02176%	1

Forest Hill	\$ 5,232,817	0.12152%	6
Fort Worth	\$ 514,293,901	11.94282%	597
Grand Prairie	\$ 50,973,677	1.18370%	59
Grapevine	\$ 25,861,193	0.60054%	30
Haltom City	\$ 14,806,074	0.34382%	17
Haslet	\$ 2,612,161	0.06066%	3
Hurst	\$ 17,581,020	0.40826%	20
Keller	\$ 24,207,504	0.56214%	28
Kenneedale	\$ 5,254,379	0.12202%	6
Lakeside	\$ 541,834	0.01258%	1
Lake Worth	\$ 2,156,720	0.05008%	3
Mansfield	\$ 46,256,559	1.07416%	54
N. Richland Hills	\$ 32,146,266	0.74649%	37
Pantego	\$ 1,383,058	0.03212%	2
Pelican Bay	\$ 337,581	0.00784%	0
Reno	\$ 36,659	0.00085%	0
Richland Hills	\$ 4,262,582	0.09898%	5
River Oaks	\$ 2,296,423	0.05333%	3
Roanoke	\$ 550,388	0.01278%	1
Saginaw	\$ 8,905,965	0.20681%	10
Sansom Park	\$ 1,211,714	0.02814%	1
Southlake	\$ 34,641,771	0.80444%	40
Trophy Club	\$ 581,025	0.01349%	1
Watauga	\$ 8,140,475	0.18904%	9
Westlake	\$ 1,987,753	0.04616%	2
Westover Hills	\$ 2,200,112	0.05109%	3
Westworth Village	\$ 1,315,628	0.03055%	2
White Settlement	\$ 6,463,879	0.15010%	8
Total Cities	\$ 1,076,549,182	24.99939%	1250
Other:			
Tarrant County	\$ 434,780,216	10.09637%	505
Tarrant County College	\$ 253,395,306	5.88429%	294
Total Other	\$ 688,175,522	15.98066%	799
Total All	\$ 4,306,300,982	100%	5000