



Fort Worth
INDEPENDENT SCHOOL DISTRICT

*Board of Education
Regular Meeting
August 27, 2019*

Regular Meeting

Notice is hereby given that on August 27, 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**
3. **PUBLIC HEARING ON PROPOSED 2019-2020 TAX RATES**
4. **PUBLIC COMMENT ON PROPOSED 2019-2020 TAX RATES**
5. **CLOSE PUBLIC HEARING**
6. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
7. **REPORTS/PRESENTATIONS**
 - A. Proclamation for A Week of Suicide Prevention
 - B. Accountability 2018-2019
8. **PUBLIC COMMENT**
9. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
10. **DISCUSSION OF AGENDA ITEMS**
11. **CONSENT AGENDA ITEMS**

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

separately.)

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4. Approve Renewal and Expansion of the Learning Management System for District-Wide Compliance Training and Professional Learning	53
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J. Approve Memorandum of Understanding Between Tarleton State University and Fort Worth Independent School District for Intern Placement	252
K. Approve Memorandum of Understanding for CLASS Pre-K Coaching Initiative Strengthening Teacher-Child Interactions on Head Start Pre-K Plus campuses	260
L. Approve Student Fees and Replacement Charges for the 2019–2020 School Year	269
M. Approve the 2019-2020 Fort Worth ISD Compensation Manual	280
N. Approve the Sale of a Tax Foreclosed Property at 1905 E. Vickery Boulevard, Fort Worth, Texas	284
O. Approve Closeout of the Contract with Ratcliff Constructors, LP. for Polytechnic High School - Bid Package 066A (RFCSP #17-066) and Authorization of Final Payment in the 2013 Capital Improvement Program	286
P. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for Young Men's Leadership Academy Addition/Renovations Job No. 083-131 (RFQ #19-091) in Conjunction with the 2017 Capital Improvement Program	289

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

13. EXECUTIVE SESSION

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

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

14. RECONVENE IN REGULAR SESSION - BOARD ROOM

15. ACCEPT CONSENT AGENDA

16. ACTION ITEMS

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

17. ACTION AGENDA ITEMS

- A. Approve Resolution Calling for the Redemption of Current Outstanding District Bond Obligations and Providing for Their Payment at Redemption and Authorization to Designate District Officer(s) to Effectuate the Redemption of These Obligations and to Approve Other Matters in Connection with the Redemption 293
- B. Approve Ordinance Adopting the 2019-2020 Tax Rates 298
- C. Approve Second Reading-Revisions to Board Policies DCD(LOCAL) and DEC(LOCAL) 303

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

19. ADJOURN

RESOLUTION
Fort Worth Independent School District Board of Trustees
Resolution to Proclaim September 9 through 14, 2019 as

“The Future is Bright: A Week of Suicide Prevention”

WHEREAS, Fort Worth Independent School District high school students in the United Voices for Change program aspire to use student voices to make positive change in our communities and on our school campuses;

WHEREAS, suicidal ideations can affect anyone regardless of age, gender, or background. Suicide deaths in Tarrant County have increased by 38.5% from 2008-2018. Suicide has become the 3rd leading cause of death in children ages 1 – 17 in our county. FWISD suffered the loss of four students to death by suicide last year;

WHEREAS, United Voices for Change is dedicated to reducing the frequency of suicide attempts through awareness activities and prevention education. They have joined the Suicide Awareness Coalition of Tarrant County along with other entities to organize activities from September 9th through the 14th targeting suicide prevention;

WHEREAS, in Tarrant County every child can have a bright future and know that they are important.

NOW, BE IT RESOLVED that the FWISD Board of Trustees would like to formally request that the week of September 9 – 14, 2019 be proclaimed as “The Future is Bright: A Week of Suicide Prevention.” September 10, 2019 is Suicide Awareness Day and everyone is encouraged to wear red acknowledging the importance of knowing the “Red Flags” of suicide.

NOW, BE IT FURTHER RESOLVED that the FWISD Board of Trustees enthusiastically endorses and commits to engage in the suicide awareness activities in an effort to shed light on this stigmatized topic.

The Future is Bright: A Week of Suicide Prevention



United Voices for Change is a student led FWISD organization aspiring to use student voice to make a positive change on our high school campuses and in our communities. Understanding that many of our peers struggle with depression and thoughts of suicide and seeing the tragic impact on our friends and the families of students who have died by suicide, we want to positively impact the community by dedicating a week to suicide prevention. “The Future is Bright: A Week of Suicide Prevention” is a week of activities, conversation, and education with the purpose of reducing the stigma of mental illness and educating not only the students of FWISD, but all of Tarrant County about the warning signs of someone at risk of suicide. UV4C students also desire to spread the word that everyone matters, is welcomed in our community and “The Future is Bright!” The suggested activities for campuses September 9th-14th are:

Day	Dress to signify	Activities/Giveaways Planned
Monday, September 9th	Wear green to support mental health awareness day. Destigmatize mental health issues. https://www.nami.org/Get-Involved/Awareness-Events/Awareness-Resources	This day gives out green highlighters to all secondary students to symbolize the future is bright and to accent mental health awareness. Campuses will post large posters with facts about mental health. Announcements provided for every morning (see talking points).
Tuesday, September 10th	Wear red signifying the importance of knowing the red flags/warning signs of suicide. https://suicidepreventionlifeline.org/how-we-can-all-prevent-suicide/	Tuesday September 10th is the national suicide awareness day. Everyone wears red to symbolize the importance of know the red flags of suicide. Students will be able to win red T-shirts to share the warning signs. Every student and employee get a business card with the red flags / warning signs of suicide and suicide hotline information
Wednesday, September 11th	Each campus designs their own day through joining together as a campus community to decide how they will acknowledge suicide prevention	Be inclusive not exclusive because we are all KEY to a great community. Keychains will be given away.
Thursday, September 12th	Team up against suicide and wear favorite team apparel.	A large banner at the campuses WE ARE A TEAM: asking every student and employee on the campus to put their handprint on the banner to represent team. Football stress balls given to the cheerleaders at each school to throw out at football games
Friday 13th	Wear neon colors or college T-shirts to represent “The Future is Bright.”	Everyone gets a pencil with The Future is Bright on it.
Saturday 14th	“Out of Darkness” walk sponsored by the American Suicide Foundation	“Out of the Darkness Walk” at Clearfork.

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meeting 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 Detail

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 July 16, 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 July 11, 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 July 11, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JULY 16, 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 July 11, 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 July 11, 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 5:31 p.m. Trustee Anael Luebanos was present via videoconference, in accordance with Texas Government Code Section 551.127.

The following Board Members were present:

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

Absent: CJ Evans
T.A. Sims

The following administrators were present:

Dr. Kent Scribner, Superintendent
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Karen Molinar, Chief of Staff, Policy and Planning
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management

2. PLEDGES

Mr. Ramos led in the pledges.

3. RECOGNITIONS

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

There were no recognitions.

4. PUBLIC COMMENT

Speakers:

Allester Vintees

Arnoldo Hurtado

Amber Reed

Brandi Cottingham

Ginger Head

Jo Dufo

Isaac Tate IV

Jamie Willingham

Genifer Best

Jan Curry

Beverly Fletcher

Jessica Fuentes

Sarah Ayala

Amber Bailey

Sedrick Huckaby

Laurie Hallford

Ricky Cotto

Britany Hatcher

Nancy Sepeda

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

The meeting was recessed at 6:37 p.m. and reconvened at 6:46 p.m.

6. DISCUSSION OF AGENDA ITEMS

The following Board members made comments:

Ashley Paz

Anne Darr

Quinton Phillips

Norman Robbins

7. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent

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

- A. Board of Education Meeting Minutes
 - 1. June 11, 2019 - Regular Meeting

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve Software Contract Renewal to Support the Data Management System (EASY IEP) for Students with Disabilities
 - 2. Approve to Negotiate and Enter into Contracts with Behavior Health Providers
 - 3. Approve the Selection of the District's University Interscholastic League (UIL) Insurance
 - 4. Approve Infield Renovations for Baseball and Softball Fields
 - 5. Approve Renewal of E-Rate Consulting Services for 2019-2020 School Year
 - 6. Approve Annual Renewal of Wide Area Network Services for 2019-2020 School Year (E-Rate Eligible)
 - 7. Approve Renewal of Internet Access Services for 2019-2020 School Year (E-Rate Eligible)
 - 8. Approve Annual Renewal of Facts of File Online Subscription Databases
 - 9. Approve the 2019-2020 Allocations for Fort Worth After School (FWAS) Partial Service Providers (LOCAL FUNDS)
 - 10. Approve the 2019-2020 Allocations for Fort Worth After School (FWAS) Full Service Providers (LOCAL FUNDS)
 - 11. Approve the 2019-2020 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)
 - 12. Approve the Contract Between Carnegie Learning and Fort Worth Independent School District

13. Approve the Contract Between Scholastic Education Inc. and Fort Worth Independent School District
 14. Approve the Contract Between Hazelden Betty Ford Foundation and Fort Worth Independent School District
 15. Approve the Interlocal Agreement Between Fort Worth ISD and Tejas School Services Purchasing Cooperative
 16. Approve the Services for the Child Nutrition Software System for the 2019-20 School Year
 17. Approve Data Sharing Agreement and Process Between Fort Worth Independent School District and Sodexo Magic
 18. Approve Ratification of Purchase of School Uniforms for the 5 Leadership Academies
 19. Approve the Contract Between Fort Worth ISD and Bayes Achievement Center, Inc.
 20. Approve the Purchase of Equipment, Professional Development, and Curriculum for Aerial Robotics Initiative
 21. Approve Authorization to Purchase Instructional Literacy Materials
 22. Approve Authorization for Professional Development by Abydos Literacy Learning
 23. Approve the Purchase of Additional Instructional Materials for Kindergarten through Eighth Grade Called for Under State Proclamation 2019
- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of North Texas Health Science Center (UNTHSC)
- D. Approve the Resolution on Annual Review of Investment Policies and Strategies
- E. Approval of HHSC Medicaid Administrative Claiming (MAC) Contract
- F. Approval of Resignation of Quinton Phillips 2017 Citizens' Oversight Committee Member and the Appointment of Christene C. Moss as His Replacement for the 2017 Capital Improvement Program
- G. Closeout of the Contract with RJM Contractors, Inc. for Charles Nash Elementary and

Versia Williams Elementary - Bid Package 013 (RFCSP #18-010) and Authorization of Final Payment in the 2013 Capital Improvement Program

- H. Closeout of the CMAR Contract with Barlett Cocke General Contractors for South Hills High School, Southwest High School and Wedgwood 6th Grade - Bid Package 018 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - I. Closeout of the Contract with Dennett Construction for Arlington Heights High School - Bid Package 066B (RFCSP #17-010) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - J. Approve the Purchase of Furniture, Fixtures & Equipment ("FF&E") for High School Athletic Additions/Renovations in Conjunction with the 2017 Capital Improvement Program
 - K. Approve Authorization to Negotiate and Enter into a Contract with Byrne-Potere JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 001-102 (RFQ #19-035) Amon Carter-Riverside High School
 - L. Approve Authorization to Negotiate and Enter into a Contract with JE Dunn-Phillips/May JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 005-212 (RFQ #19-095) Dunbar High School
 - M. Approve Authorization to Negotiate and Enter into a Contract with Cadence McShane Construction Co., LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 006-202 (RFQ #19-102) Eastern Hills High School
 - N. Approve Authorization to Negotiate and Enter into a Contract with S&P and Post L, a Joint Venture for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 016-212 (RFQ #19-093) O.D. Wyatt High School
 - O. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Polytechnic High School Addition / Renovation Job No. 009-202 (RFQ #19-092) in Conjunction with the 2017 Capital Improvement Program
 - P. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for South Hills High School Addition / Renovation Job No. 003-102 (RFQ #19-104) in Conjunction with the 2017 Capital Improvement Program
8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

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

A. Seek the Advice of Attorneys (Section 551.071)

1. Palazzolo v. Fort Worth Independent School District; No. CV12-07-438, 271st Judicial District Court, Wise County; No. 02-18-00205-CV, Fort Worth Court of Appeals
2. Fort Worth Independent School District v. Clark; Docket No. 127-LH-07-2019

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

1. Executive Director of Collegiate Programming and Advisement
2. Executive Director of Payroll, Benefits, Risk Management and Business Systems
3. Interim Chief Academic Officer

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:11 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve CONSENT AGENDA.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve Personnel Appointments.

The motion was unanimously approved.

13. ACTION AGENDA ITEMS

There was no action taken on items A., B. and 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 Anne Darr, to approve District Teaching Permit for Non-Core CTE Courses.

The motion was unanimously approved.

E. Approve Board Resolution and Contract of Sale to Purchase 15 Acre Parcel Being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas Known as Sec Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, or by Eminent Domain if Final Offer is Declined

Motion was made by Norman Robbins, seconded by Anne Darr, to approve Board Resolution and Contract of Sale to Purchase 15 Acre Parcel Being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas Known as Sec Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, or by Eminent Domain if Final Offer is Declined.

The motion was unanimously approved.

F. Approve Board Resolution and Contract of Sale to Purchase a 15 Acre Parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, Tarrant County, TX 76126 Also Known as 1901 RM RD 2871, Fort Worth, Texas 76126

Motion was made by Norman Robbins, seconded by Tobi Jackson, to approve Board Resolution and Contract of Sale to Purchase a 15 Acre Parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, Tarrant County, TX 76126 Also Known as 1901 RM RD 2871, Fort Worth, Texas 76126.

The motion was unanimously approved.

- G. Approve Board Resolution and Contract of Sale to Purchase 14 Acre Parcel out of Tract 2A04, Abstract 1565, T&N O RR CO Survey, Also Known as 11553 Benbrook Boulevard, Benbrook, Tarrant County TX 76126

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve Board Resolution and Contract of Sale to Purchase 14 Acre Parcel out of Tract 2A04, Abstract 1565, T&N O RR CO Survey, Also Known as 11553 Benbrook Boulevard, Benbrook, Tarrant County TX 76126.

The motion was unanimously approved.

- H. Approval of the Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 School Year

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve the Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 School Year.

The motion was unanimously approved.

- I. Approval of the Personnel Contract Between the Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for Teaching Services During the 2019-2020 School Year

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve the Personnel Contract Between the Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for Teaching Services During the 2019-2020 School Year.

The motion was unanimously approved.

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

Mr. Ramos read a letter from Dr. T. A. Sims, giving his resignation as District 4 trustee.

15. ADJOURN

The meeting was adjourned at 8:24 p.m.

/s/ Faye Daniels
Board of Education

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE ANNUAL MAINTENANCE RENEWAL FOR THE DISTRICT'S ENTERPRISE RESOURCE PLANNING SYSTEM

BACKGROUND:

Annual maintenance agreement of the District's Enterprise Resource Planning (ERP) solution, provided by Tyler Technologies Munis Software, is up for renewal. Respective Divisions validated the continued use of these modules used for finance, human resources and for other operations of the District. The annual maintenance agreement provides license and support for the selected modules for the 2019-2020 school year. Approval of the annual maintenance agreement is crucial for the District's daily operating functions.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-802-999-99-423-000000 - \$510,919.47
199-53-6299-001-750-99-431-000000 - \$18,035.30

COST:

\$528,954.77

VENDOR:

Tyler Technologies

PURCHASING MECHANISM

Interlocal Agreement

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this item will allow the District to continue to receive support and maintenance for the ERP system during the 2019-2020 school year.

INFORMATION SOURCE:

Art Cavazos
Elsie Schiro
Cynthia Rincon

SIGN UP ALL CONTRACTS ALL VENDORS

HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ELECTRIC POWER ABOUT US



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

- OVERVIEW
- DUE DILIGENCE
- CONTACTS
- FINANCIAL SERVICES
- PRINT PROFILE



VENDOR [Tyler Technologies Inc](#)

PO Box 203556 Dallas TX,75320

WEBSITE www.tylertech.com

SERVICE/PRODUCTS DESCRIPTION

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

CONTRACT: **181203 Management Software and Services**
Feb-11-2019 to Feb-28-2022 **EDGAR COMPLIANCE: Yes**

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

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

BACKGROUND:

Renewal for the Raptor Technologies Electronic Visitor Management System is due for the 2019-2020 school year. The system is part of our security plan at schools and administrative facilities. It allows for visitors' identification to be scanned and cross-referenced in national and local sex offender registries prior to visitor badges being printed and allowing visitors access to our schools.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$71,925.00

VENDOR:

Raptor Technologies, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-098

Number of Bid/Proposals received: 43

HUB Firms: 9

Compliant Bids: 43

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District

RATIONALE:

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

INFORMATION SOURCE:

Art Cavazos



PO Box 7966::Houston, TX 77270::713-880-8902

Date Created 7/1/2019
 Renewal Notice No. 56493 RN

Your Service Ends On
 9/1/2019
 To avoid loss of service, please pay renewal fee on
 or before the above service end date.

Renewal Notice

Bill To ::

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

Ship To ::

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

Terms
Renewal (2M)

"Protect Every Child, Every School, Every Day"

Federal Tax ID # 45-4914152

Description	Quantity	Price Each	Amount
One (1) Year Raptor Annual Access Fee Renewal (\$525) A.M. Pate ES, Alice Carlson ES, Amon Carter-Riverside HS, Applied Learning Acad., Arlington Heights HS, Atwood McDonald ES, Benbrook ES, Benbrook Middle/High School, Bill Elliot ES, Bonnie Brae ES, Bruce Shulkey ES, Burton Hill ES, Carroll Peak ES, Carter Park ES, Cesar Chavez ES, Charles Nash ES, Christene Moss ES, Clifford Davis ES, Como ES, Como Montessori, Contreras ES, D. McRae ES, Daggett ES, Daggett MS, Daggett Montessori, David Sellers ES, De Zavala ES, Diamond Hill ES, Diamond Hill-Jarvis HS, Dolores Huerta ES, Dunbar HS, East Handley ES, Eastern Hills ES, Eastern Hills HS, Edward J. Briscoe ES, Ellis Primary, Forest Oak MS, George Clarke ES, Glen Park ES, Glencrest 6th GC, Greenbriar ES, Handley MS, Harlean Beal ES, Hazel Harvey Peace ES, Helbing ES, Hubbard Heights ES, I.M. Terrell ES, Intl. Newcomer Acad., Jacquet MS, Jo Kelly School, John T. White ES, JP Elder MS, Kirkpatrick ES, Kirkpatrick MS, Leonard MS, Lily Clayton ES, Lowery Road ES, Luella Merrett ES, Manuel Jara ES, Marine Collegiate High School, Mary Louise Phillips ES, Maude Logan ES, Maudrie Walton ES, McClung MS, McLean 6th GC, McLean MS, Meacham MS, Meadowbrook ES, Meadowbrook MS, Metro Opportunity, Midde Level LC, Mitchell Boulevard ES, Monnig MS, Moore ES, Morningside ES, Morningside MS, Natha Howell ES, North Hi Mount ES, North Side HS, O.D. Wyatt HS, Oakhurst ES, Oaklawn ES, Paschal HS, Polytechnic HS, Richard Wilson ES, Ridglea Hills ES, Riverside ALC, Riverside MS, Rosement 6th GC, Rosemont ES, Rosemont MS, Rufino Mendoza ES, S.S. Dillow ES, Sagamore Hill ES, Sam Rosen ES, Seminary Hills Park ES, South Hi Mount ES, South Hills ES, South Hills HS, Southwest HS, Springdale ES, Stevens ES, Stripling MS, Success HS, Sunrise-McMillan ES, TA Sims ES, TABS HS, Tanglewood ES, TCC South Campus, Transition Center/College Program, Trimble Tech HS, Van Zandt-Guinn	137	525.00	71,925.00
E-mail Purchase Order to renew@raptortech.com .			
For Credit Card payment e-mail 'renewal' number, district and school name to renew@raptortech.com			
Check Remittance Address: Dept 141 ::PO Box 4458::Houston, TX :: 77210-4458			
	Total		

TERMS AND CONDITIONS:

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



PO Box 7966::Houston, TX 77270::713-880-8902

Date Created 7/1/2019
 Renewal Notice No. 56493 RN

Your Service Ends On
 9/1/2019
 To avoid loss of service, please pay renewal fee on or before the above service end date.

Renewal Notice

Bill To ::

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

Ship To ::

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

Terms
Renewal (2M)

"Protect Every Child, Every School, Every Day"

Federal Tax ID # 45-4914152

Description	Quantity	Price Each	Amount
ES, Versia Williams ES, W.J. Turner ES, W.M. Green ES, Washington Heights ES, Waverly Park ES, Wedgewood 6th GC, Wedgewood MS, West Handley ES, Westcliff Elementary, Westcreek ES, Western Hills ES, Western Hills HS, Western Hills Primary, Westpark ES, William James MS, Woodway ES, World Languages Institute, Worth Heights ES, Young Mens Leadership Acad., Young Womens Leadership, Z-District Volunteers, Z1- Admin Building-Info Desk, Z2- Admin Building-HCM, Z3- Admin Building-PDC and Z4- Admin Building- Student Discipline Leticia.Arriaga@fwisd.org 7.17.19: Boulevard Heights renamed to Marine Collegiate High School. EV			
E-mail Purchase Order to renew@raptortech.com . For Credit Card payment e-mail renewal number, district and school name to renew@raptortech.com Check Remittance Address: Dept 141 :: PO Box 4458 :: Houston, TX :: 77210-4458	Total		\$71,925.00

TERMS AND CONDITIONS:

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

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE TECHNICAL SUPPORT AGREEMENTS FOR THE DISTRICT'S HVAC CONTROLS

BACKGROUND:

The District manages the use of three energy management systems. The energy management systems serve as a way to monitor, control comfort levels in the classroom and optimize use of the HVAC systems. The technical support agreements comprise of preventive maintenance, software upgrade, training, system support, on-site technical support response and a parts and labor discount. Approval of the technical support agreements for both vendors will help support optimal functionality of the HVAC equipment controlled by the energy management systems for the 2019-2020 school year.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Technical Support Agreements for the District's HVAC Controls
2. Decline to Approve Technical Support Agreements for the District's HVAC Controls
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Technical Support Agreements for the District's HVAC Controls

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-001-999-99-451-000000

COST:

\$346,521.00

VENDOR:

Alteron	\$198,946.00
Logical Solutions, Inc.	\$147,575.00

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 13-015-A
Number of Bid/Proposals received: 29
HUB Firms: 9
Compliant Bids: 29

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 of the firms responding to this solicitation have been qualified to provide supplies and materials. 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

Facilities District-wide

RATIONALE:

The technical labor support will ensure efficient operation of HVAC equipment connected to the energy management systems.

INFORMATION SOURCE:

Art Cavazos

TECHNICAL SUPPORT AGREEMENT

Prepared for:



Prepared by:



EXECUTIVE SUMMARY

As technology advances, Climatec, LLC must be responsive in solving our customer's problems, serving their needs, and optimizing their building performance...Climatec, LLC is pleased to propose the following Technical Support Agreement for Fort Worth ISD.

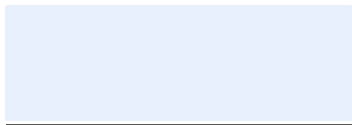
The purpose of this agreement is to deliver quality comprehensive technical solutions to satisfy the specific requirements for Fort Worth ISD by providing predictive and proactive technical support with the goal of analyzing, detecting, and continually looking for improvements while avoiding catastrophic down time. This is achieved by optimizing your Energy Management & Control System (EMCS) for proper efficiencies, comfort, and operating conditions.

We appreciate your consideration and we look forward to the opportunity to become your long-term EMCS and professional partner.

CLIMATEC, LLC

George Athens

Name



6/18/2019

Signature

Date

Director of Energy & Special Projects

Title

AGREEMENT APPROVALS

Date of Proposal: June 18, 2019
TSA Start Date: September 3, 2019
TSA End Date: June 30, 2020
Service Dispatch Number:
Service Dispatch Email:

This proposed agreement is firm for one hundred and twenty three (123) days, shall include the attached Terms & Conditions, Schedule(s), commence upon approval, and continue for a term of **one (1) year**. for technical support services at the following facility(s):

Facility Name: Fort Worth Independent School District
Facility Address: Approximately 60% of District Facilities

BY AND BETWEEN:

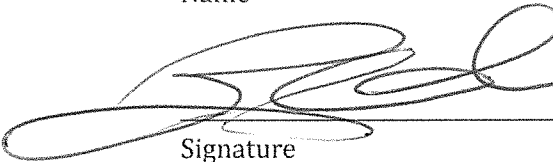
CLIENT:
FORT WORTH ISD
100 N. University Dr.
Fort Worth TX

APPROVALS:

CLIMATEC, LLC

BRYAN WEIDENBACH

Name


Signature

7/30/2019
Date

GENERAL MANAGER

Title

FORT WORTH ISD

Name

Signature Date

Title

PROPOSAL OVERVIEW AND SCOPE OF SERVICES

OVERVIEW:

SCHEDULE A – CHARGES, RATES, & PRICING TERMS

SCHEDULE B – TYPE OF SERVICE PLAN

Attachment 1 - Energy Management & Control System Service

- Attachment 1A - Fault Detection & Diagnostics Service
- Attachment 1B - Central Plant Optimization Service
- Attachment 1C - 24/7 Remote Monitoring Service
- Attachment 1D - Energy Information System Service

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

- Service Task 1 - EMCS Main Operator Workstation
- Service Task 2 - EMCS Network Analysis
- Service Task 3 - EMCS Global Control Modules
- Service Task 4 - EMCS Unitary Controllers

SCHEDULE D – LIST OF SERVICED EQUIPMENT

SCHEDULE E – MISCELLANEOUS CONDITIONS

SCHEDULE F – TERMS AND CONDITIONS

SCOPE OF SERVICES:

Specific days per the customer’s request for test and inspection (see “schedule C” for site specific visits), technical support, and software services (as listed on attached Schedules B and C) for the **Energy Management & Controls System**.

SCHEDULE A – CHARGES, RATES, & PRICING TERMS

ANNUAL CHARGES:

This agreement shall be billed **10** (as listed below) and is due and payable within 30 days of the Client's receipt of invoice. The annual charge for each year is:

September 3 – June 30 (See "Schedule C" for PM visits): **\$198,946 per year**

BILLING PERIOD CHARGES:

* The first year billing shall be **10 monthly** payments of: **\$19,894.60**

Rates:

The following list contains the customer preferred labor rates that shall be used for services, provided by Climatec, LLC, that are requested by the Client for services not included in this agreement:

* Automation Field Installer (M-F 8:00 AM to 5:00 PM)	\$120.00 per hr.
* Automation Field Installer (M-F after 5:00 PM & Saturday)	\$180.00 per hr.
* Automation Field Installer (Sundays & Holidays)	\$240.00 per hr.
* Automation System Specialist (M-F 8:00 AM to 5:00 PM)	\$130.00 per hr.
* Automation System Specialist (M-F after 5:00 PM & Saturday)	\$195.00 per hr.
* Automation System Specialist (Sundays & Holidays)	\$260.00 per hr.
* Automation Application Specialist (M-F 8:00 AM to 5:00 PM)	\$140.00 per hr.
* Automation Application Specialist (M-F after 5:00 PM & Saturday)	\$210.00 per hr.
* Automation Application Specialist (Sundays & Holidays)	\$280.00 per hr.

SCHEDULE B – TYPE OF SERVICE PLAN

ATTACHMENT 1 - ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

- Facility Performance Report.** At commencement of this agreement, Climatec, LLC will analyze the major energy management & control system components, compile the analytic data, and submit a Facility Performance Report to the Client. The report will be assigned a Facility Performance Score along with addressed concerns and an assessment of potential savings opportunities.
- System and Service Review.** Climatec, LLC will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
- Preventive Maintenance.** Maintenance shall be performed per the attached Schedule C to optimize the system effectiveness. Scheduled preventive maintenance visits will occur **2 times per week**.
- Software Maintenance.** Climatec, LLC will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.
- Database Protection.** Climatec, LLC will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **four (4) times** per year.
- Telephone Support.** Technical experts will assist you, via the telephone, to identify and resolve operational problems.
- On-Line Service.** Climatec, LLC will provide you with on-line assistance to troubleshoot your system and resolve operational problems. *The Client is responsible for LAN / telephone line installation and costs.*
- System and Service Log.** Climatec, LLC will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.
- Documentation.** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used, and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.
- Operator Training.** Climatec, LLC will provide **sixteen (16) hours** of on-site annual operator(s) training.

SCHEDULE B – TYPE OF SERVICE PLAN

- Component Repair and Replacement.** Climatec, LLC will repair or replace failed components with new or reconditioned components of compatible design to minimize obsolescence and maintain system integrity at no additional charge. Exchanged parts shall become the property of Climatec, LLC (see Schedule E for special conditions).
- Business Day Service.** Service repair calls covered by this agreement shall be made five (5) days a week, during normal business hours at no additional charge (see Schedule E for special conditions).
- Premium Time Emergency Service.** Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at no additional charge (see Schedule E for special conditions).
- On-Site Service.** Climatec, LLC shall provide an on-site Service Specialist for **zero (0) hours**.
- EnergyStar™.** As an EnergyStar Partner, Climatec, LLC will enroll your building(s) in the EPA EnergyStar™ Portfolio Manager, benchmarking your annual performance versus your peers.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

SERVICE TASK 4: EMCS – UNITARY CONTROLLERS:

On a Scheduled Basis – AHU Application Controller:

- * Verify that HVAC Unit is being controlled at the appropriate value(s).
- * Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- * Return set point to original value.
- * Repeat for each additional control loop, as required.
- * Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- * Review and maintain software documentation.

On a Scheduled Basis – Unitary Equipment Controller:

- * Verify that controller is in control at the desired value(s).
- * Change one set point value. Verify smooth transition and stable control at the new set point, as required.
- * Return set point to original value.
- * Repeat for each additional control loop, as required.
- * Verify the proper operation of critical control processes and points associated with this unit. Make adjustments, as required.
- * Review and maintain software documentation.

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

FORT WORTH ISD 2019-20 WORK SCHEDULE:

On a Scheduled Basis – Onsite Climatec Technician Schedule (123 days):

<u>September 2019</u>		<u>Technician Onsite (Days)</u>
✱	1 st week (3 rd -5 th)	3
✱	2 nd week (9 th - 11 th)	3
✱	3 rd week (18 th - 20 th)	3
✱	4 th week (23 rd - 25 th)	3
✱	Last day of the month (30 th)	1

<u>October 2019</u>		<u>Technician Onsite (Days)</u>
✱	1 st week (1 st -3 rd)	3
✱	2 nd week (7 th - 10 th)	4
✱	3 rd week (14 th - 17 th)	4
✱	4 th week (23 rd - 25 th)	3
✱	Last days of the month (30 th & 31 st)	2

<u>November 2019</u>		<u>Technician Onsite (Days)</u>
✱	1 st day of the month (1 st)	1
✱	1 st week (5 th -7 th)	3
✱	2 nd week (13 th - 15 th)	3
✱	3 rd week (20 th - 22 nd)	3
	4 th week (Holiday)	0

<u>December 2019</u>		<u>Technician Onsite (Days)</u>
✱	1 st week (4 th -6 th)	3
✱	2 nd week (9 th - 11 th)	3
✱	3 rd week (16 th - 18 th)	3
	4 th week (Holiday)	0
	Last days of the month (30 th & 31 st)	0

<u>January 2020</u>		<u>Technician Onsite (Days)</u>
✱	1 st week (Holiday)	0
✱	2 nd week (9 th & 10 th)	2
✱	3 rd week (13 th - 15 th)	3
✱	4 th week (21 st - 24 th)	4
✱	5 th week (27 th - 30 th)	4

<u>February 2020</u>		<u>Technician Onsite (Days)</u>
✱	1 st week (3 rd - 5 th)	3
✱	2 nd week (10 th - 13 th)	4
✱	3 rd week (18 th - 20 th)	3
✱	4 th week (24 th - 26 th)	3

SCHEDULE C – PREVENTATIVE MAINTENANCE SCHEDULE

	<u>March 2020</u>	<u>Technician Onsite (Days)</u>
*	1 st week (2 nd - 4 th)	3
*	2 nd week (9 th - 13 th)	5
*	3 rd week (16 th - 18 th)	3
*	4 th week (23 rd - 25 th)	3
	<u>April 2020</u>	<u>Technician Onsite (Days)</u>
*	1 st week (1 st - 3 rd)	3
*	2 nd week (8 th - 9 th)	2
*	3 rd week (15 th - 17 th)	3
*	4 th week (20 th - 23 rd)	4
	<u>May 2020</u>	<u>Technician Onsite (Days)</u>
*	1 st week (4 th - 8 th)	5
*	2 nd week (11 th - 13 th)	3
*	3 rd week (20 th - 21 st)	2
*	4 th week (29 th)	1
	<u>June 2020</u>	<u>Technician Onsite (Days)</u>
*	1 st week (3 rd - 5 th)	3
*	2 nd week (10 th - 12 th)	3
*	3 rd week (16 th - 18 th)	3
*	4 th week (23 rd - 25 th)	3

SCHEDULE D – LIST OF SERVICED EQUIPMENT

ENERGY MANAGEMENT & CONTROL SYSTEM:

- * EMCS operators' workstation, to include the operating software.
- * EMCS global controller(s), to include the modem.
- * EMCS programmable and unitary controllers.
- * Associated EMCS controller devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controller's.

SCHEDULE E – MISCELLANEOUS CONDITIONS

SPECIAL CONDITIONS:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

SCHEDULE F – TERMS & CONDITIONS

1.0 GENERAL PROVISIONS

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during Climatec, LLC's normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Client shall provide reasonable means of access to the equipment being serviced. Climatec, LLC shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. Climatec, LLC shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by an authorized Climatec, LLC representative, shall constitute the entire agreement between the two (2) parties.

2.0 CHARGES

- 2.1 For services not covered by this agreement, but performed by Climatec, LLC upon the Client's written authorization, the Client agrees to pay Climatec, LLC within 30 days after the presentation of itemized invoice(s) at Climatec, LLC's prevailing rates.
- 2.2 If emergency service is requested by the Client and inspection does not reveal any defect for which Climatec, LLC is obligated to perform under this agreement, the Client will be charged at Climatec, LLC's prevailing rates.
- 2.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of **one (1) year**. Either party may terminate this agreement at any time by giving a thirty (30) day written notice to the other.

3.0 LIMITATIONS OF LIABILITY

- 3.1 Climatec, LLC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL CLIMATEC, LLC BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.**
- 3.2 Climatec, LLC shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.
- 3.3 Climatec, LLC shall not be required to make replacements or repairs necessitated by reason of the Client's personnel negligence, abuse, misuse, or by reason of any other cause beyond its control except ordinary wear and tear.

SCHEDULE F – TERMS & CONDITIONS

- 3.4 The agreement pre-supposes that all equipment is in satisfactory working order. Climatec, LLC will inspect the equipment within thirty (30) days of when the agreement takes effect and will advise the Client of any equipment found to be in need of repair. Climatec, LLC will provide the Client with a written estimate of the cost of repairs. If the Client does not authorize Climatec, LLC to make the repairs or if the Client does not have the work performed, the equipment will be eliminated from coverage and the agreement price will be adjusted. There may be some equipment which, for reasons beyond Climatec, LLC's control, cannot be inspected before this agreement takes effect. Climatec, LLC will inspect such equipment on the first available visit.
- 3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which Climatec, LLC hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.6 If the equipment or software included under this agreement is altered, modified, or changed by a party other than Climatec, LLC, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.
- 3.7 It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler re-factory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc., is not included under the agreement.
- 3.8 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in Climatec, LLC's opinion, be properly repaired on-site because of excessive wear or deterioration, Climatec, LLC may withdraw the item(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall comply with all applicable federal, state and local laws and regulations.

Vendor #	Vendor Information	Discount	Min. order	Free Shipping	Discount Code #	Accepts P-Card	Phone Orders (P-Card Only)	Purchase On-line (P-Card Only)
4642	<p>Cohesive Automation, Inc 3010 West Story Road Irving, Texas 75038</p> <p>Contact: Cullen Menn Tel: 972-659-0401 Fax: 972-659-9586 cullenmenn@cohesiveautomation.com www.cohesiveautomation.com</p>	65%	Yes \$200.00	No, ground based on weight	No	No	No	No
439	<p>College Entrance Examination Board Dba College Board 45 Columbus Avenue New York, NY 10023</p> <p>Contact: Kay Wilson El: 866-392-3017 / 212-713-8000 Fax: 512-721-1841 / 212-713-8297 kwilson@collegeboard.org https://store.collegeboard.com</p>	0%	No	No	No	Yes	Yes 877-349-1550	Yes

Vendor #	Vendor Information	Discount	Min. order	Free Shipping	Discount Code #	Accepts P-Card	Phone Orders (P-Card Only)	Purchase On-line (P-Card Only)
3701	<p>Logical Solutions, Inc. 407 International Parkway, Ste 406 Richardson, TX 75081</p> <p>Contact: Ben Blackerby Tel: 817-507-6034/972-437-5500 Fax: 972-437-3318 bblackerby@lsicontrols.com</p>	50%	No	Yes	No	Yes	No	No
Request Vendor #	<p>Lorenz Corporation, The Show What You Know Publishing 501 E Third Street P O Box 802 Dayton, OH 45401</p> <p>Contact: Jean Walker Tel: 972-342-4188 / 800-444-1144 Fax: 877-441-7882 / 937-223-2042 Jeanwalker1@aol.com info@lorenz.com www.showwhatyouknowpublishing.com</p>	0%	No	Yes	No	Yes	Yes 800-444-1144	Yes

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EMS Maintenance Agreement



Proposal Date: 6/18/2019
Limiting Date: 10/1/2019

Attention: FWISD Energy Management Department
Project name: FWISD – EMS Maintenance Agreement
Service Period: 9/1/2019 – 6/30/2020
Proposal: EMS Preventative Maintenance Agreement Program

- **Preventive Maintenance** – LSI will provide onsite technician hours, per year, for the following:
 - (320) Hours of Onsite Preventative Maintenance/Tech – (4) 8-Hour Sessions per month
 - (80) Hours (2 weeks) @ Start of 2nd Semester (January) – 1/7/2020 – 1/17/2020
 - (88) (11 weeks/8hr per week) from Second week of school to Thanksgiving break – 9/26/19 – 11/22/19.
 - (500) General technical support hours to use on an as-needed basis for FWISD’s entire fiscal year.
- **Software Upgrade** – Free software upgrade from 6.5 to 7.0. Software installation date to be determined.
- **Training** - This agreement includes unlimited free WebCTRL operator training at our facility in Richardson, TX. Training attendees can be enrolled by contacting our Service Dispatch, Tyler Ruffle (truffle@lsicontrols.com). Training classes are scheduled every third Thursday of each month, 9am – 3pm. Lunch provided. Onsite training can be performed during preventive maintenance visits as well.
- **Parts and Labor Discount** – Includes discounted labor rate of \$136/Hour, 55% off ALC parts list price, 20% off labor for on-site repair and 10% off time and material contracts.
- **System Support** - LSI will provide free phone and on-line support of the WebCTRL system M-F 7:00 am - 4:00 pm . This benefit is not intended to be a monitoring service but is intended to aid onsite personnel in troubleshooting EMS issues.
- **Priority On-site Response** - 8 hour response time, M-F 7:00 am - 4:00 pm.

Single Year Agreement Option	Option Pricing: (Discounted to \$136/hr)
1-Year: 988 Hours	\$147,575.00

Quarterly Payments Required

The attached Exhibit A Terms and Conditions are a part hereof.

The above pricing does not include sales tax.

Payment terms: Quarterly or Annually

In witness whereof, the parties hereto have executed this agreement on ____ day of _____, 20__.

Logical Solutions, Inc.
Dane Martin

Fort Worth Independent School District
Authorized Personnel

Signature: *Dane Martin*

Signature: _____

Date: 7-16-19

Date: _____

Subject: 2019 Service Labor Rates

Dear Logical Solutions End User:

Please be advised of our labor rate prices for all current Logical Solutions, Inc., customers. As you may know, our dedication to labor efficiencies and cost control has allowed us to maintain stable pricing over the years, and we will continue this commitment moving forward.


For the Service Department, please dial 972-437-5500 ext. 4, both during and after hours. Our normal business hours are 7:00 am to 4:00 pm Monday through Friday. After hours, our on call Technician will respond to emergency calls. We are committed to providing a high level of Service and Support for all of our customers, and look forward to working with you.

Labor Rates for 2019 - 2020

<u>On Site Technician</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm Monday – Friday	\$136.00/hr (2 hr. minimum)	\$165.00/hr (2 hr. minimum)
After Hours & Weekends	\$184.00/hr (2 hr. minimum)	\$225.00/hr (2 hr. minimum)
Holidays	\$232.00/hr. (2 hr. minimum)	\$290.00/hr (2 hr. minimum)
<u>On Line Technician</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm Monday – Friday	No Charge	\$145.00/hr (1 hr minimum)
After Hours & Weekends	No Charge	\$205.00/hr (1 hr minimum)
Holidays	No Charge	\$290.00/hr (1 hr minimum)
<u>Mileage</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm	No Charge	\$1.00 p/mile
<u>Engineering (consulting & design)</u>	<u>Service Contract Rate</u>	<u>Standard Rate</u>
7:00 am – 4:00 pm Monday – Friday	\$155.00/hr	\$185.00/hr

Please call me if you have any questions or comments.

Regards,



Jim Barber
 President - Logical Solutions, Inc.

EMS Maintenance Agreement Overview

Your Energy Management System (EMS) is a valuable asset comprised of both software and hardware components. EMS software and hardware require unique maintenance to keep system efficiency, reliability, and peak performance over time. Fun fact: EMS systems will only operate as well as they are maintained.

Our dedicated LSi service team has a proven track record with over 80 years of combined experience encompassing energy related controls and instrumentation projects. To ensure that your facility is properly tuned, LSI offers structured technical support programs. Programs include scheduled system performance calibration and hardware/software upgrades.

As a support agreement customer, your program will offer discounted rates for the following:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ ALC parts ✓ Software upgrades ✓ Preventative maintenance inspections ✓ Time and material contracts | <ul style="list-style-type: none"> ✓ Labor for onsite repair service ✓ Priority onsite response ✓ Telephone support ✓ Operator training |
|---|---|

Preventative Maintenance Procedures

Software Maintenance Tasks:

- ✓ Install new ALC software versions.
- ✓ Install recent software patches and service packs from Automated Logic.
- ✓ Install recent Web Server software upgrades.
- ✓ Update and install any new module driver releases from Automated Logic.
- ✓ Perform database backup. Database backup to be stored onsite and offsite.
- ✓ Verify alarms and alarming actions are alerting properly.
- ✓ Review alarms page, interrogate suspicious alarms.
- ✓ Review historical trending data.
- ✓ Review sequences of operation and modify where applicable.
- ✓ Check/Review locked point reports.
- ✓ Check/Review system schedules.
- ✓ Review system graphics for possible modifications.
- ✓ Perform review of wish list, resolve where necessary

Hardware Maintenance Tasks:

- ✓ Check for the presents of moisture in EMS panels and conduit openings.
- ✓ Blow/Vacuum out EMS enclosures, verify overall cleanliness
- ✓ Inspect and tighten all wiring connections in EMS control panels.
- ✓ Check transformer and power supply voltages in EMS control panels.
- ✓ Check/Calibrate system critical sensors.
- ✓ Obtain "module status" on critical equipment modules.
- ✓ Review system enhancement opportunities with facility personnel.
- ✓ Verify proper back-up battery voltages, replace questionable batteries.
- ✓ Identify possible retro-commissioning opportunities, make respective action plan

Exhibit A – TERMS AND CONDITIONS

General Provisions

- 1.1 Logical Solutions, Inc., is referred to herein as “LSI” or “Our” and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as “the Client,” “You,” or “Your.” All services described in this agreement are referred to herein as the “Services.”
- 1.2 The Services shall be provided during our normal working hours, Monday through Friday inclusive, excluding holidays, unless otherwise stated in this agreement.
- 1.3 This agreement, when accepted in writing by you and approved by an authorized LSI representative, shall constitute the entire agreement between the two parties.
- 1.4 Either party may terminate this agreement or any extended term by giving the other party, at least 30 days written notice. Termination rights for breach of contract if not cured 30 days after notice, as well.
- 1.6 Limitations on Assignment. Neither Party shall assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of the other party, except that such consent shall not be required in connection with a merger or sale of all or substantially all of client’s assets.
- 1.7 Waiver. No failure on the part of either party to exercise, and no delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by either party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by either party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- 1.8 Governing Law. This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law. Venue shall be in Tarrant County, Texas
- 1.9 Headings. The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.
- 1.10 Entire Agreement. These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Client shall be deemed to incorporate without exception all of the Terms and Conditions contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless LSI shall expressly advise Client to the contrary in writing apart from the provisions of such order, no acknowledgment by LSI of or reference by LSI to or performance by LSI under any such order form shall be deemed to be an acceptance by LSI of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions contained herein. The Terms and Condition contained herein may not be modified or amended except by an instrument in writing signed by one of LSI’s duly authorized officers.

Initial Inspection and Permits, Approvals and Licenses

- 2.1 All equipment provided for LSI's use shall be in satisfactory working condition. During the first 30 days of this agreement or at first seasonal startup, LSI will inspect the equipment covered under this agreement. If LSI finds the equipment in need of repair or replacement, LSI will notify you in writing of the deficiency and the proposed correction. LSI will not be responsible for the repair or replacement of the equipment until the equipment is restored to a condition acceptable to us. If no corrective action is taken within 30 days of our notice to you of deficiency, LSI will remove the equipment from coverage and adjust the agreement price accordingly.
- 2.2 The Client is responsible for securing all work permits and/or local approvals and licenses where applicable, and for paying the costs thereof.

Charges and payments

- 3.1 Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement may be considered to be breached, and LSI may take whatever actions are available through law, including but not limited to suspension or termination of services.
- 3.2 If emergency service is performed at your request and inspection does not reveal any defect for which LSI is obligated to perform under this agreement, you shall be charged at our prevailing rates.
- 3.4 Any amounts payable to LSI hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due LSI is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection.
- 3.3 Service that is performed with your authorization on equipment not covered by this agreement shall be charged and paid by you at our prevailing rates.
- 3.5 You shall be responsible to pay any present or future sales, use, occupancy, excise or other federal, provincial, or local tax owed with respect to the services and material covered by this agreement, other than tax based on LSI's income.

Warranty

- 4.1 LSI warrants that all equipment manufactured by Automated Logic Corporation sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any such equipment (or component thereof) sold hereunder proves to be defective during the warranty period, Client's sole obligation, and Client's sole remedy, shall be the repair or replacement of the defective equipment (or component), at Client's option. LSi shall bear costs of transporting the replacement Product (or component). Under no circumstances may Client return any equipment or component to LSI without prior written permission from LSI. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, LSI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND LSI HEREBY DISCLAIMS THE SAME.**
- 4.2 For materials furnished but not manufactured by us nor bearing our nameplate, LSI will extend the same warranty LSI received from the manufacturer.
- 4.3 LSI warrants that the labor for all Services provided in this agreement is guaranteed for 90 days after the work is performed.
- 4.4 This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed, or implied including warranties of merchantability or of fitness for a particular purpose.

Safety and Hazardous materials

- 5.1 It is our intent to perform all work in a clean, safe and professional manner, causing no hazards to your staff, facility, and the environment or to our service personnel.
- 5.2 LSI shall not be required to make safety tests, install new devices or make modifications to any equipment beyond the scope of the original agreement in order to comply with recommendations or directives of insurance companies, government bodies, or for other reasons.
- 5.3 This agreement pre-supposes hazardous materials are not present at the jobsite, including but not limited to asbestos. If in providing service, LSI discovers or suspects the presence of hazardous material, LSI will notify you. You shall be responsible for the cost and performance of testing, abating, encapsulating, cleaning up, removing, or rendering such materials non-hazardous. LSI has the right to stop work until the jobsite is free from hazardous materials.
- 5.4 You agree to notify us in writing of any hazardous materials on the jobsite and any jobsite safety policies including but not limited to lock-out and tag procedures, laboratory procedures, biological hazards and other items covered by right to know regulations or which may pose a hazard to our employees or equipment.

Client responsibilities

- 6.1 Operate equipment according to the manufacturer's recommendations.
- 6.2 Promptly notify us of any unusual operating conditions.
- 6.3 Provide reasonable means of access to the equipment being serviced. You shall be responsible for any removal, replacement, or refinishing of the building structure, if required, to gain access to the equipment. LSI shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with your representative.
- 6.4 Properly dispose of used oil, filters, contaminated absorbents and contaminated refrigerant unless otherwise stated in this agreement. Disposition will be performed according to applicable laws.
- 6.5 If on-line service via the internet is included in this agreement, client will provide, bear the cost of, and maintain a broadband connection.

Exclusions and limitations of liability

- 7.1 LSI shall not be responsible for repair or replacement of non-maintainable or non-moving parts of the system such as ductwork, shell and tubes, heat exchangers, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise stated in this agreement.
- 7.2 LSI shall not be responsible for repairs, replacement, or services necessitated by reason of negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, or other reasons beyond our control. LSI assumes no responsibility for service on equipment unless performed by our employees or persons authorized by us.
- 7.3 LSI shall not be responsible for repairs, replacements or services to equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond our control.
- 7.4 LSI shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond Our control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL LSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES,** but this sentence shall not relieve LSI of liability for damage to property or injury to persons resulting from accidents caused directly by its negligence in performance or failure to perform its obligations under this agreement.

- 7.5 If the equipment or software included under this agreement is altered, modified, or changed by a party other than LSI, You agree that the appropriate changes to the scope and/or price will be made to this agreement in writing signed by you and us.
- 7.6 At initial inspection or following 12 months of service, if individual item(s) cannot, in our opinion, be properly repaired, due to obsolescence, lack of availability of standard parts, excessive wear or deterioration, LSI may withdraw the item(s) from coverage and adjust charges accordingly with ninety (90) days prior written notice.
- 7.7 Repairs and replacement of equipment parts and components is limited to restoring proper working condition. LSI shall not be obligated to provide replacement equipment that represents significant betterment or capital improvement. Exchanged parts and components become the property of LSI.

Force Majeure

- 8.1 Neither party shall be liable for any default or delay in the performance of any of its obligations hereunder (excluding payment obligations) if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any third party to perform any commitment to such party relative to the production or delivery of any equipment or material required by such party to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such party's reasonable control. The affected party shall notify the other party of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE RENEWAL AND EXPANSION OF THE LEARNING
MANAGEMENT SYSTEM FOR DISTRICT-WIDE COMPLIANCE
TRAINING AND PROFESSIONAL LEARNING**

BACKGROUND:

The District has been using the SafeSchools Learning Management system from Vector Solutions. The approval of this renewal and expansion will add libraries of Exceptional Child/Special Education and the School Bus Safety Company online videos for professional learning. All District personnel are able to access a comprehensive library of evidence-based courses on important topics in one convenient online system. District specific courses and policies can be built into the training system and then assigned to staff, making it a cost effective way to administer and track compliance.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Renewal and Expansion of the Learning Management System for District-Wide Compliance Training and Professional Learning
2. Decline to Approve Renewal and Expansion of the Learning Management System for District-Wide Compliance Training and Professional Learning
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal and Expansion of the Learning Management System for District-Wide Compliance Training and Professional Learning

FUNDING SOURCE

Additional Details

General Fund

199-53-6399-001-999-99-346-000000

COST:

\$54,945.00

VENDOR:

SafeSchools/Vector Solutions

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas, Bid # 1802-05. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District

RATIONALE:

This training is an easy and cost effective way to administer and track compliance for professional learning.

INFORMATION SOURCE:

Art Cavazos



Fort Worth Independent School District

Prepared by Andrew Deitschel

Thank you for being a valued SafeSchools customer!

Please review your current subscription terms and contact information below. If you're ready to renew or need to make changes to your subscription terms, please reach out to me by clicking the "Send a Message" button at the top right of your screen.

I've also provided information on other SafeSchools programs that may be of interest (see the Table of Contents on your left). You will be **eligible for discounts** if you add any additional programs to your annual subscription.

Thank you and please contact me with any questions you may have about your renewal or if you are interested in learning more about any of the other programs!

Andrew Deitschel

Senior Regional Sales Manager

andrew.deitschel@vectorsolutions.com

Annual Subscription(s): 08/31/2018 to 08/30/2019

Product	Quantity	Sales Price	Total Price
Exceptional Child Course Library - Add-On Content in SafeSchools Training - Annual Subscription Exceptional Child Content	1	\$17,144.27	\$17,144.27
SafeSchools Online Staff Training System - Annual Subscription Region 11 Consortium Discount	1	-\$3,384.27	-\$3,384.27
SafeSchools Online Staff Training System - Annual Subscription	11,000	\$3.29	\$36,190.00
School Bus Safety Company's Driver Safety Bundle (SBSC) - Annual Subscription	1	\$4,995.00	\$4,995.00
		*Total:	\$54,945.00

****Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.***

Subscription Contact Information

Subscribing Institution Name
Fort Worth Independent School District

State
Texas

Contact Person

Position

Contact's Email

Phone

Accounts Payable Contact Person
Aracely Chavez

Accounts Payable Contact's Email
aracely.chavez@fwisd.org

Confidential and Proprietary

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

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

BACKGROUND:

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

STRATEGIC GOAL:

1-Increases Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$445,050

VENDOR:

Edgenuity Inc.

PURCHASING MECHANISM

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

All High Schools, Middle Schools, Special Programs, and Alternative Campuses are included in the services. College and Career Readiness – Advanced Academics and Innovative Learning

001 AMON CARTER-RIVERSIDE	045 FOREST OAK	070 JEAN MCCLUNG
002 ARLINGTON HEIGHTS	047 HANDLEY	071 BENBROOK MIDDLE-HIGH
003 SOUTH HILLS	048 WILLIAM JAMES	081 YOUNG WOMEN'S LEADERSHIP ACADEMY
004 DIAMOND HILL-JARVIS	049 KIRKPATRICK	082 TEXAS ACADEMY OF BIOMEDICAL SCIENCES
005 PAUL LAURENCE DUNBAR	050 MCLEAN MIDDLE	083 YOUNG MEN'S LEADERSHIP ACADEMY
006 EASTERN HILLS	051 MEACHAM	084 WORLD LANGUAGES INSTITUTE MIDDLE-HIGH
008 NORTH SIDE	052 MEADOWBROOK	085 MARINE CREEK
009 POLYTECHNIC	053 MONNIG	086 TCC SOUTH
010 PASCHAL	054 MORNINGSIDE	087 I.M. TERRELL ACADEMY
011 TRIMBLE TECH	055 APPLIED LEARNING	104 BOULEVARD HEIGHTS AND TRANSITION
014 SOUTHWEST	056 RIVERSIDE	194 DAGGETT MONTESSORI
015 WESTERN HILLS	057 ROSEMONT	210 CHILDRENS MEDICAL
016 O.D. WYATT	058 STRIPLING	211 SAFE HAVEN
018 MIDDLE-LEVEL LEARNING	059 JACQUET	212 ACH - BRIDGE SHELTER
019 METRO OPPORTUNITY	060 WEDGWOOD	228 PK SATELLITE CENTERS
021 SUCCESS	061 LEONARD	242 TARRANT YOUTH RECOVERY
024 JUVENILE DETENTION	062 INTERNATIONAL NEWCOMER ACADEMY	251 ASSESSMENT CENTER
026 JO KELLY SCHOOL	063 COMO MONTESSORI	
035 TRANSITION CENTER	064 GLENCREST 6TH GRADE	
040 JJAEP	066 WILLOUGHBY HOUSE	
042 DAGGETT MIDDLE	067 ROSEMONT 6TH	
043 WEDGWOOD 6TH	069 MCLEAN 6TH	
044 ELDER, J.P.		

RATIONALE:

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

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 6/5/2018
 Quote # 44354
 Vendor #

Reg. 12002485

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

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

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

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

Customer _____
 Signature _____
 Print Name _____
 Title _____

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

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

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

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

8860 E. Chaparral Rd . Suite 100, Scottsdale, Arizona 85250 877 7CLICKS Fax 480 423 0213 www.edgenuity.com

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE ANNUAL SUBSCRIPTION RENEWAL FOR ONLINE INFORMATION DATABASES FOR ALL CAMPUSES

BACKGROUND:

Electronic subscription resource collections provide online access to full-text magazine and journal articles, licensed images, and other authoritative full-text multimedia content for student inquiry, curriculum support and enrichment. The resources supplement the print resources available in our school libraries and are available to all Fort Worth ISD students, their families, and employees of the District. Usage statistics for the past twelve months indicate that these online resources continue to be used by all grade levels as demonstrated by the 28,729 searches conducted, 35,744 resources accessed, and 16,456 artifacts downloaded. Detailed usage statistics for each database are available through Library Media Services.

STRATEGIC GOAL:

1: Increase Student Achievement

ALTERNATIVES:

1. Approve Annual Subscription Renewal for Online Information Databases for All Campuses
2. Decline to Approve Annual Subscription Renewal for Online Information Databases for All Campuses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Subscription Renewal for Online Information Databases for All Campuses

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$148,745.00

VENDOR:

EBSCO Information Services

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 29

Compliant Bids: 203

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:

In addition to licensed multimedia content for student use, this resource provides digital access to magazine and journal articles that are no longer cost effective to purchase and maintain in print.

INFORMATION SOURCE:

Jerry Moore



Product Order Form

CustID:	ftisd
OrderID:	WSR448898
Date:	07/08/2019

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

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

Purchasing Customer

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

Billing Address

FORT WORTH ISD
LIBRARY MEDIA SERVICES
100 N UNIV DR
FORT WORTH, TX, 76107
USA

Contact:

CARTER COOK
817-814-3120
carter.cook@fwisd.org

Your invoice will be sent to:

CARTER COOK
carter.cook@fwisd.org

Product Name	Begin Date	Expire Date	Price
2019 Database package			\$148,745.00
Academic Search Complete	08/01/2019	07/31/2020	
Biography Reference Center	08/01/2019	07/31/2020	
Business Source Complete	08/01/2019	07/31/2020	
Consumer Health Complete	08/01/2019	07/31/2020	
Education Research Complete	08/01/2019	07/31/2020	
History Reference Center	08/01/2019	07/31/2020	
MasterFILE Premier : HOST	08/01/2019	07/31/2020	
Middle Search Plus : HOST	08/01/2019	07/31/2020	
NoveList Plus	08/01/2019	07/31/2020	
NoveList K-8 Plus	08/01/2019	07/31/2020	
Primary Search : HOST	08/01/2019	07/31/2020	
Points of View Reference Center	08/01/2019	07/31/2020	
Science Reference Center	08/01/2019	07/31/2020	
Texas Reference Center	08/01/2019	07/31/2020	
Ultra Online Package: K-12 : HOST	08/01/2019	07/31/2020	
Literary Reference Center Plus	08/01/2019	07/31/2020	
Serials Directory : HOST	08/01/2019	07/31/2020	
Bibliography of Native North Americans	08/01/2019	07/31/2020	
Book Collection Nonfiction: Elementary School Edition	08/01/2019	07/31/2020	
Book Collection: Nonfiction Grades 5-8	08/01/2019	07/31/2020	
Book Collection: Nonfiction Grades 9-12	08/01/2019	07/31/2020	
Computer Source: Consumer Edition : HOST	08/01/2019	07/31/2020	
Fuente Academica	08/01/2019	07/31/2020	
Health Source: Nursing/Academic Edition : HOST	08/01/2019	07/31/2020	
Information Science and Technology Abstracts	08/01/2019	07/31/2020	
Legal Collection	08/01/2019	07/31/2020	
Literary Reference Center	08/01/2019	07/31/2020	
Medic Latina	08/01/2019	07/31/2020	
MEDLINE	08/01/2019	07/31/2020	
Military and Government Collection	08/01/2019	07/31/2020	
Natural & Alternative Treatments	08/01/2019	07/31/2020	
Psychology and Behavioral Sciences Collection : HOST	08/01/2019	07/31/2020	
Religion and Philosophy Collection	08/01/2019	07/31/2020	
Salud en Espanol	08/01/2019	07/31/2020	
Alt HealthWatch: HOST	08/01/2019	07/31/2020	
Science & Technology Collection	08/01/2019	07/31/2020	
Vocational Search and Career Collection	08/01/2019	07/31/2020	

Total: \$148,745.00

The above excludes all applicable tax

Currency: US Dollar



Product Order Form

CustID:	ftisd
OrderID:	WSR448898
Date:	07/08/2019

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

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

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

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

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Please sign, scan and email this form to: WENDY LYON at wlyon@ebsco.com

Thank you for your business!

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

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE ANNUAL SUBSCRIPTION RENEWAL FOR LIBRARY
MANAGEMENT SOFTWARE**

BACKGROUND:

Library Manager Software is used by all campuses with a physical library facility, Parents As Teachers bookmobile, the Professional Library, and Library Processing Center to provide access and management of library assets. This resource is a complete library management system that provides circulation, cataloging, inventory, and reporting capabilities. Accessible through any web browser, Library Manager Software is also the student interface to search the library catalog of print and digital resources, access eBooks and digital audiobooks, and provide links to other online subscription resources.

STRATEGIC GOALS:

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

ALTERNATIVES:

- 1. Approve Annual Subscription Renewal for Library Management Software
- 2. Decline to Approve Annual Subscription Renewal for Library Management Software
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Subscription Renewal for Library Management Software

FUNDING SOURCE

Additional Details

General Fund

199-12-6329-001-999-99-217-000000

COST:

\$107,163.60

VENDOR:

Follett School Solutions, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

130 Campuses, Library Media Services, Parents as Teachers

RATIONALE:

Library management system software provides students with an online catalog of print and digital resources available to them through the school library program and provides school librarians and library support staff the tools to manage inventory and assets.

INFORMATION SOURCE:

Jerry Moore

RENEWAL QUOTE



Page	1
Quote#	7435614
Issue Date	07/15/2019
Expiration Date	07/31/2019
Customer#	4233689
Customer	FT WORTH IND SCH DIST

FT WORTH IND SCH DIST
100 N UNIVERSITY DR
FORT WORTH TX 76107

Quote Summary		Payable in USD
Quote Total		\$107,163.60
Applicable taxes are NOT included		

NOTICE OF PAYMENT DUE

Mail Payment (Check)
Follett School Solutions, Inc.
91826 Collection Center Drive
Chicago, IL 60693 USA

Mail Purchase Order
Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follett.com
Fax: 800-852-5458

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
A M PATE ELEM SCH - 4203806				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
ALICE CARLSON APPLIED LRNG CTR - 4206801				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
ALICE CONTRERAS ELEM SCH - 4208832				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
ARLINGTON HEIGHTS HIGH SCH - 4203757				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
ATWOOD MCDONALD ELEM SCH - 4203794				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BENBROOK ELEM SCH - 4233030				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BENBROOK HIGH SCH - 4212094				

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

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Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	2
Quote#	7435614
Issue Date	07/15/2019
Expiration Date	07/31/2019
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BENBROOK MDL SCH ANNEX - 4214498				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BILL J ELLIOT ELEM SCH - 4206367				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BONNIE BRAE ELEM SCH - 4209148				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BOULEVARD HEIGHTS SCH - 4203758				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BRUCE SHULKEY ELEM SCH - 4203760				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
BURTON HILL ELEM SCH - 4203761				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CARROLL PEAK ELEM SCH - 4203807				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CARTER PARK ELEM SCH - 4203762				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CARTER-RIVERSIDE HIGH SCH - 4203756				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42

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RENEWAL QUOTE



Page	3
Quote#	7435614
Issue Date	07/15/2019
Expiration Date	07/31/2019
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CESAR CHAVEZ PRIM SCH - 4209144				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CHARLES E NASH ELEM SCH - 4203801				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CHRISTENE MOSS ELEM SCH - 4203775				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
CLIFFORD DAVIS ELEM SCH - 4209146				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
COMO ELEM SCH - 4203764				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
COMO MONTESSORI SCH - 4233310				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
D MCRAE ELEM SCH - 4203765				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
DAGGETT MONTESSORI - 4209151				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
DAVID K SELLARS FINE ARTS ACAD - 4234940				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00

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RENEWAL QUOTE



Page	4
Quote#	7435614
Issue Date	07/15/2019
Expiration Date	07/31/2019
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
				\$822.42
DE ZAVALA ELEM SCH - 4203768				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
DELORES HUERTA ELEM SCH - 4209150				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
DIAMOND HILL ELEM SCH - 4203769				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
DIAMOND HILL-JARVIS HIGH SCH - 4233440				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
E M DAGGETT ELEM SCH - 4203766				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
E M DAGGETT MDL SCH - 4203773				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
EARLY CLG HIGH/TARRANT CO CLG - 4214696				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
EAST HANDLEY ELEM SCH - 4233455				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
EASTERN HILLS ELEM SCH - 4203778				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
EASTERN HILLS HIGH SCH - 4203779				

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RENEWAL QUOTE



Page	5
Quote#	7435614
Issue Date	07/15/2019
Expiration Date	07/31/2019
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
EDWARD J BRISCOE ELEM SCH - 4206523				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
ELLIS PRIM SCH - 4209147				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
FOREST OAK MDL SCH - 4203780				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
FT WORTH PROFESSIONAL LIB - 4212167				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
GEORGE CLARKE ELEM SCH - 4203781				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
GLEN PARK ELEM SCH - 4203782				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
GLENCREST 6TH GRADE MDL SCH - 4233694				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
GREENBRIAR ELEM SCH - 4203784				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
H V HELBING ELEM SCH - 4203787				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
HANDLEY MDL SCH - 4203786				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
HARLEAN BEAL ELEM SCH - 4233669				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
HAZEL HARVEY PEACE ELEM SCH - 4211100				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
HUBBARD HEIGHTS ELEM SCH - 4203788				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
IM TERRELL ACAD-VPA/STEM - 4214697				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
J MARTIN JACQUET MDL SCH - 4205719				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
J P ELDER MDL SCH - 4203789				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
J T STEVENS ELEM SCH - 4235045				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
JEAN MCCLUNG MDL SCH - 4212091				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42

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				Site Total \$822.42
JO KELLY SCH - 4205209				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
JOHN T WHITE ELEM SCH - 4212092				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
KIRKPATRICK MDL SCH - 4203797				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
LEONARD MDL SCH - 4203791				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
LILY B CLAYTON ELEM SCH - 4203792				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
LOWERY ROAD ELEM SCH - 4208796				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
LUELLA MERRETT ELEM SCH - 4203812				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
M H MOORE ELEM SCH - 4203793				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
MANUEL JARA ELEM SCH - 4203763				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
MARY LOUISE PHILLIPS ELEM SCH - 4203808				
				Site Total \$822.42

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73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MAUDE I LOGAN ELEM SCH - 4203771				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MAUDRIE M WALTON ELEM SCH - 4203814				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MCLEAN SIXTH GRADE SCH - 4208797				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MEADOWBROOK ELEM SCH - 4203795				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MEADOWBROOK MDL SCH - 4203796				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
METRO OPPORTUNITY SCH - 4205327				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MILTON L KIRKPATRICK ELEM SCH - 4203790				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MITCHELL BOULEVARD ELEM SCH - 4203798				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MORNINGSIDE ELEM SCH - 4203799				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
MORNINGSIDE MDL SCH - 4203800				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
NATHAN HOWELL ELEM SCH - 4234080				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
NORTH HI MOUNT ELEM SCH - 4234200				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
NORTH SIDE HIGH SCH - 4203802				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
O D WYATT HIGH SCH - 4203803				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
OAKHURST ELEM SCH - 4203804				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
OAKLAWN ELEM SCH - 4203805				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
PAUL LAURENCE DUNBAR HIGH SCH - 4233451				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
POLYTECHNIC HIGH SCH - 4203809				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00

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R L PASCHAL HIGH SCH - 4203810				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
RICHARD J WILSON ELEM SCH - 4203819				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
RIDGLEA HILLS ELEM SCH - 4203811				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
RIVERSIDE APPLIED LRNG CTR - 4203759				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
RIVERSIDE MDL SCH - 4203813				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
ROSEMONT 6TH GRADE CTR - 4208453				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
ROSEMONT ELEM SCH - 4212093				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
ROSEMONT MDL SCH - 4203815				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
RUFINO MENDOZA ELEM SCH - 4203767				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total \$822.42
S S DILLOW ELEM SCH - 4203770				

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SAGAMORE HILL ELEM SCH - 4203817				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SAM ROSEN ELEM SCH - 4203818				
67777P BIBLIONASIUM INTEGRATION	12	09/10/2019	09/30/2020	\$249.00
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$1,071.42
SEMINARY HILLS PARK ELEM SCH - 4209149				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SOUTH HI MOUNT ELEM SCH - 4203820				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SOUTH HILLS ELEM SCH - 4203821				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SOUTH HILLS HIGH SCH - 4208201				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SOUTHWEST HIGH SCH - 4203822				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SPRINGDALE ELEM SCH - 4203823				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
SUNRISE-MCMILLIAN ELEM SCH - 4203824				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
T A SIMS ELEM SCH - 4203273				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
TANGLEWOOD ELEM SCH - 4235375				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
TEXAS HOME VISITING BOOKMOBILE - 4214028				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
THE ACAD ON CAMP BOWIE - 4206905				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
TRIMBLE GREEN TECH HIGH SCH - 4203783				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
VAN ZANDT-GUINN ELEM SCH - 4203785				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
VERSIA L WILLIAMS ELEM SCH - 4203826				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
W A MEACHAM MDL SCH - 4203827				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
W C STRIPLING MDL SCH - 4203828				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00

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RENEWAL QUOTE



Page	13
Quote#	7435614
Issue Date	07/15/2019
Expiration Date	07/31/2019
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				Site Total
				\$822.42
W J TURNER ELEM SCH - 4203825				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
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				\$822.42
W M GREEN ELEM SCH - 4203829				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
W P MCLEAN MDL SCH - 4203830				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WASHINGTON HEIGHTS ELEM SCH - 4203831				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WAVERLY PARK ELEM SCH - 4203832				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WEDGWOOD 6TH GRADE MDL SCH - 4200159				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WEDGWOOD MDL SCH - 4203833				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WEST HANDLEY ELEM SCH - 4207062				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WESTCLIFF ELEM SCH - 4203834				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
				Site Total
				\$822.42
WESTCREEK ELEM SCH - 4203836				

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73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WESTERN HILLS ELEM SCH - 4203837				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WESTERN HILLS HIGH SCH - 4203840				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WESTERN HILLS PRIM SCH - 4208798				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WESTPARK ELEM SCH - 4206366				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WILLIAM JAMES MDL SCH - 4233663				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WILLIAM MONNIG MDL SCH - 4203838				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WOODWAY ELEM SCH - 4200073				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WORLD LANGUAGES INST - 4203816				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
WORTH HEIGHTS ELEM SCH - 4203839				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
YOUNG MENS LEADERSHIP ACAD - 4203772				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42
YOUNG WOMENS LEADERSHIP ACAD - 4207382				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	09/30/2019	09/30/2020	\$672.42
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	09/30/2019	09/30/2020	\$150.00
Site Total				\$822.42

End of Quote

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**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE PURCHASE OF THE COLLEGE BOARD SAT SCHOOL DAY, PSAT/NMSQT AND PSAT 8 COLLEGE READINESS ASSESSMENT TESTING MATERIALS FOR THE 2019-2020 ACADEMIC SCHOOL YEAR

BACKGROUND:

Fort Worth ISD annually administers the PSAT/NMSQT to all 10th and 11th grade students, PSAT 8 to all 8th grade students and the SAT School Day Test to all 11th grade students as a component of College Board's college readiness assessment suite. The early participation program provides student exposure to exam format and free, personalized practice materials. Also, data provided grants access to an identifying tool utilized to determine student AP potential. Specifically, the SAT 11th grade School Day Test allows juniors to acquire SAT college entrance exam scores in the spring of the junior year, which supports early college admissions. This participation program and suite of assessments provide students with an opportunity for early exposure, access to free study aids and practice materials and a competitive option for college admission. In addition, these assessments provide data on the strengths and weaknesses of the District's curriculum.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2019-2020 Academic School Year
2. Decline to Approve Purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2019-2020 Academic School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2019-2020 Academic School Year

FUNDING SOURCE

Additional Details

General Fund

199-31-6339-0WS-999-99-378-000000

COST:

\$330,974.00

VENDOR:

The College Board

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

8th Grade Students-PSAT 8

10th and 11th Grade Students-PSAT/NMSQT

11th Grade Students-SAT School Day

RATIONALE:

The College Board redesigned the suite of assessments for the 2015-2016 academic year, making exposure and practice most critical. FWISD students were the first student cohorts in the state and nation to have exposure to this format of College Board's newly designed suite of college readiness assessments. The new suite of assessments will have a construct of evidence-based reading and writing while mathematics will require skills in problem solving, data analysis and acquired skills in advanced mathematical equations. The redesigned suite is aligned to the skills needed to succeed in advanced placement, college writing assignments, college and career training. Research ("College Board's District Integrated Summary Report") indicates that FWISD graduating participation in the SAT as evidenced in the "College Bound Senior Report" has increased from 2009-2010 with 1,864 participating seniors to 3,888 participants in 2015-2016. This growth has been a direct result of early participation and consistent exposure. Also, the District's involvement with the School Day SAT has reached regional and national participation. FWISD students were featured in a national SAT School Day campaign and video produced by the College Board to promote the importance and impact of early exposure on equitable college opportunity and admission.

INFORMATION SOURCE:

Jerry Moore

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2019	June 30, 2020	5,632	\$17.00	\$95,744.00	\$33,792.00	\$61,952.00
PSAT 8/9 EPP Fixed- Fee - 8th Grade	July 1, 2019	June 30, 2020	6,076	\$12.00	\$72,912.00	\$30,380.00	\$42,532.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2019	June 30, 2020	7,022	\$17.00	\$119,374.00	\$42,132.00	\$77,242.00
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2019	June 30, 2020	5,632	\$49.50	\$278,784.00	\$129,536.00	\$149,248.00

Subtotal: \$566,814.00

Total Discount: \$235,840.00

Total Cost: \$330,974.00

Fort Worth Independent School District Sole Source Affidavit



To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44.031.

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

- an item for which **competition is precluded** because of the existence of a patent, copyright, secret process, or monopoly;
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water, and
- a captive replacement part or component for equipment.

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

PLEASE COMPLETE THIS BOX

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

Please see enclosed sole source letter.

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

Company College Board

Address 250 Vesey Street

City, State, Zip Code New York, NY 10281

Telephone No. 212-713-8000 Fax No. _____

Email Address contractsmanagement@collegeboard.org

Authorized Signature [Signature]

Title President

SUBSCRIBED AND SWORN to before me on this 19 day of April, 2019

ROBYN L. ZELLER
NOTARY PUBLIC, State of New York
No. 01286190251
Qualified in Kings County
Term Expires: July 21, 2020

Notary Public, State of New York

Signature Robyn L. Zeller

Printed Name Robyn L. Zeller

Date Commission Expires July 21, 2020

(Seal)

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



April 17, 2019

Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

Re: Sole Source Justification

Dear Dr. Kent Paredes Scribner,

The College Board's mission is to connect students to college success and opportunity. We are a not-for-profit membership organization committed to excellence and equity in education.

This letter is to affirm that the College Board is the sole source owner of the following programs, examinations, publications and software, which include tangible and intangible related services and materials collectively referred to as "Official College Board Offerings." Such Official College Board Offerings include without limitation the following: Advanced Placement Program®, AP®, AP® Insight, AP Potential™, Pre-AP®, AP® Mentoring, ACCUPLACER®, CLEP®, PSAT™ 8/9, PSAT™ 10, PSAT/NMSQT®, SAT®, The Official SAT Online Course™, SAT Subject Tests™ and SpringBoard®.

Feel free to contact the undersigned if you should have any questions or concerns. We thank you for the opportunity to utilize College Board offerings to help your students connect to college success.

Regards,



Jeremy Singer
President

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE THE PROPOSED HIGH SCHOOL COURSE CHANGES FOR THE 2020 - 2021 SCHOOL YEAR

BACKGROUND:

Each year, proposals for course additions and deletions are submitted to the Board of Education for consideration. Attached are new course proposals with related costs for the 2020 - 2021 school year.

All course proposals have been prepared in collaboration with schools, directors, and central office staff.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Proposed High School Course Changes for the 2020 - 2021 School Year.
2. Decline to Approve the Proposed High School Course Changes for the 2020 - 2021 School Year.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Proposed High School Course Changes for the 2020 - 2021 School Year.

FUNDING SOURCE

Additional Details

General Fund	\$184,174.00
Perkins Fund	\$84,000.00
Instructional Materials	\$7,995.00
Allotment Fund	

COST:

\$276,169.00 – Not to Exceed

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

Some courses are offered district-wide, while others are at specific campuses. Please see the attached listing.

RATIONALE:

Adjustments in course offerings are necessary to accommodate changing needs of students and programs.

INFORMATION SOURCE:

Jerry Moore

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
Special Topics in Social Studies: Advanced World History to ca. 1500 91	1.0	9	Lynsey Charles Joseph Niedziela	<p>The <i>Advanced World History to ca. 1550</i> proposed course offered by the Dallas Institute’s Cowan Center™ Cowan Academy® in the Humanities curriculum will provide 9th grade students in a Cowan Academy® in the Humanities program with a vigorous, lively encounter with primary and secondary texts that illuminate the history of world civilizations from prehistory to ancient states and empires through the worldwide phenomenon of the “Middle Ages” and into the shift that constitutes the “modern” sensibility. Students will be guided through a sophisticated curriculum that will (1) enhance their understanding of the patterns of human action that constitute civilization and culture building throughout time and (2) prepare them to consider the more contemporary world with an understanding of the history epochs that have preceded them. The course introduces students to the philosophy, themes, and perspectives that define the <i>discipline of history</i> as well as cultivating the habits of mind and skills historians use to practice their art.</p> <p>This course is proposed to replace World Geography Studies as the core grade 9 social studies offering at the Humanities Academy at IM Terrell. Adding the course will better position teachers and administrators to serve students’ learning needs while, more broadly, furthering the vision and mission of the Humanities Academy at IM Terrell.</p>	No additional costs anticipated	\$0
Special Topics in Social Studies: Honors African and African American Historical Perspectives and Contributions	0.5	10- 12	Joseph Niedziela	<p>This Ethnic Studies course will offer students an additional way to earn FWISD required social studies credit when combined with the STSS: Latino/a Studies course.</p> <p>Students in FWISD must take four social studies courses. The current requirements are:</p> <ul style="list-style-type: none"> • World Geography (or Pre-AP World Geography or AP Human Geography), and • World History (or Pre-AP World History or AP World History), and 	No additional costs anticipated	\$0

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
92				<ul style="list-style-type: none"> US History (or AP US History, Dual Credit, or OnRamps US History), and Economics/Government (or AP Economics/AP Government or Dual Credit Economics/Dual Credit Government) <p>With the addition of Honors African and African American Historical Perspectives and Contributions and Honors Latino/a Studies, students can take both of these courses instead of World Geography or World History to meet a social studies graduation requirement.</p> <p>The courses are also available as elective courses for students who take both World Geography and World History.</p> <p>This course provides an opportunity for students to explore African and African-American history from ancient times to the present. During this study, students develop an understanding of the causes, character, and consequences of the African American experience as well as the way individual contributions shape the political, economic, and cultural landscape in the local community, the United States, and the World. Students are expected to conduct in-depth research, prepare a product of professional quality, and make presentations to appropriate audiences as part of this course.</p>		
Special Topics in Social Studies: Honors Latino/a Studies	0.5	10 – 12	Joseph Niedziela	<p>This Ethnic Studies course will offer students an additional way to earn FWISD required social studies credit when combined with the STSS: African and African American Perspectives and Cultural Contributions course.</p> <p>Students in FWISD must take four social studies courses. The current requirements are:</p> <ul style="list-style-type: none"> World Geography (or Pre-AP World Geography or AP Human Geography), and World History (or Pre-AP World History or AP World History), and 	No additional costs anticipated	\$0

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
03				<ul style="list-style-type: none"> • US History (or AP US History, Dual Credit, or OnRamps US History), and • Economics/Government (or AP Economics/AP Government or Dual Credit Economics/Dual Credit Government) <p>With the addition of Honors African and African American Historical Perspectives and Contributions and Honors Latino/a Studies, students can take both of these courses instead of World Geography or World History to meet a social studies graduation requirement.</p> <p>The courses are also available as elective courses for students who take both World Geography and World History.</p> <p>This course provides opportunities for students to explore Latino/Latina and Chicano/Chicana experiences from the pre-Columbian era to the present day. Topics of study include an examination of the historical, economic, social, and cultural contributions of people and descendants of Mexico, Central and South America, and the Caribbean. Through their exploration of these topics, students will investigate the diversity of Latino(a)/Chicano(a) culture, ponder the various factors that have come to form their identities, and analyze how their experiences have shaped American society today. This course provides authentic academic experiences and is designed to prepare students for success in college and in their chosen careers. Students are expected to conduct in-depth research, prepare a product of professional quality, and make presentations to appropriate audiences as part of this course.</p>		
Music and Movement: Music Theory for the Dancer	1.0 Local Credit only	11 – 12	Chris Walk	This course is designed to introduce dance students to the elements of music that most closely relate to dance practice through the study of music theory, history, and compositional approaches. Through this study, students will explore: musical form in relation to dance, diverse musical styles, including Western and non-Western cultural practices, the effect of musical style on dance movement, contextual and critical	Textbooks and UNESCO Collection of Traditional Music (IMT Music Library) - \$4,095 Funding Source: Instructional Materials Allotment	\$4,095

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
				<p>perspectives in relation to music style, and awareness of musicality in dance practice.</p> <p>Only offered at I.M. Terrell</p>		
64 Ethnomusicology: World Music Perspectives	1.0 Local Credit Only	12	Christ Walk	<p>The purpose of this course is to introduce students to perspectives in the field of ethnomusicology. The course aims to introduce students to the history, theories, and practices of the discipline and current literature that has shaped the direction of the field. The primary goals are to provide an enriched understanding of the role of music in human life, acquaint students with a wide range of musical perspectives; and demonstrate the utility of ethnomusicological perspectives in the study of music and performance “in” and “as” culture. This course will also examine the interdisciplinary nature of the field, particularly its relationship with historical musicology, anthropology, folklore, linguistics, and cultural studies.</p> <p>Course offered only at I.M. Terrell</p>	<p>Textbooks - \$3,900</p> <p>Funding Source: Instructional Materials Allotment</p>	\$3,900
Community Travel Training	0.5	9 – 12	Dianne Hawkins	<p>The purpose of this course is to provide the necessary information, resources and opportunities that will empower students to facilitate achievement in secondary and post-secondary environments. Areas to be addressed include pedestrian and rider safety, navigating public transportation systems, use of technology, general social skills, including self-advocacy, self-assertiveness, and transportation etiquette.</p> <p>This course has been approved by TEA as an Innovative Course.</p>	<p>Monthly city bus passes - \$18,000/year</p> <p>Ride Share Options - \$4,000/year</p> <p>Materials and Online Resources - \$2,000</p> <p>Funding Source – Carl Perkins Funds</p>	<p>\$24,000 without additional staff</p> <p>\$84,000 if additional staff is necessary</p>
IB Language Studies A: Literature SL	2.0	10-12	Karen Hiller	<p>Students completing this course will have a thorough knowledge of a range of texts and an understanding of other cultural perspectives. They will also have effectively developed skills of analysis and the ability to support of an argument in clearly expressed writing, sometimes at significant length. The course will enable them to</p>	<p>Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for</p>	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
				succeed in a wide range of university courses, particularly in literature but also in subjects such as philosophy, law and language.	class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	
IB Language Studies A: Literature HL	2	10-12	Karen Hiller	Students completing this course will have a thorough knowledge of a range of texts and an understanding of other cultural perspectives. They will also have effectively developed skills of analysis and the ability to support of an argument in clearly expressed writing, sometimes at significant length. The course will enable them to succeed in a wide range of university courses, particularly in literature but also in subjects such as philosophy, law and language.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Literature and Performance SL	2	10-12	Karen Hiller	The IB DP literature and performance course is an interdisciplinary synthesis of language A and theatre. It incorporates essential elements of literature and performance and aims to explore the dynamic relationship between the two. At the heart of the course is this interaction between (i) a conventional literary emphasis on close reading, critical writing and discussion and (ii) the practical, aesthetic and symbolic elements of performance. A distinctive outcome of this synthesis is the performance of a piece transformed from poetry or prose. In this exciting, creative process text is viewed from different angles in a way that goes beyond what is characteristic of either literary or theatre studies as single disciplines	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
IB Information Technology in a Global Society SL	2	10 - 12	Karen Hiller	The IB DP information technology in a global society (ITGS) course is the study and devaluation of the impacts of information technology (IT) on individuals and society. It explores the advantages and disadvantages of the access and use of digitized information at the local and global level. ITGS provides a framework for the student to make informed judgements and decisions about the use of IT within social contexts.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Information Technology in a Global Society HL	2	10 - 12	Karen Hiller	The IB DP information technology in a global society (ITGS) course is the study and evaluation of the impacts of information technology (IT) on individuals and society. It explores the advantages and disadvantages of the access and use of digitized information at the local and global level. ITGS provides a framework for the student to make informed judgments and decisions about the use of IT within social contexts. The HL course includes additional curriculum regarding social and ethical considerations linked to the two HL extension topics, an annually issued case study, and two extension topics selected by the instructor.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Computer Science SL	2	10-12	Karen Hiller	The IB DP Computer Science SL course requires an understanding of the fundamental concepts of computational thinking as well as knowledge of how computers and other digital devices operate. The course, underpinned by conceptual thinking, draws on a wide	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
				spectrum of knowledge, and enables and empowers innovation, exploration, and the acquisition of further knowledge. Students study how computer science interacts with and influences cultures, society and how individuals and societies behave, and the ethical issues involved. During the course, the student will develop computational solutions.	requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	
97 IB Computer Science HL	2	11 - 12	Karen Hiller	The IB DP Computer Science HL course requires an understanding of the fundamental concepts of computational thinking as well as knowledge of how computers and other digital devices operate. The course, underpinned by conceptual thinking, draws on a wide spectrum of knowledge, and enables and empowers innovation, exploration, and the acquisition of further knowledge. Students study how computer science interacts with and influences cultures, society and how individuals and societies behave, and the ethical issues involved. During the course, the student will develop computational solutions.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
IB Business and Management I SL	1	10 – 12	Karen Hiller	The course covers the key characteristics of business organization and environment, and the business functions of human resource management, finance and accounts, marketing and operations management. Through the exploration of six underpinning concepts (change, culture, ethics, globalization, innovation, and strategy), the course allows students to develop a holistic understanding of today’s complex and dynamic business environment. The conceptual learning is firmly anchored in business management theories, tools, and techniques and placed in context of real world examples and case studies.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Business and Management II SL	1	10- 12	Karen Hiller	The course covers the key characteristics of business organization and environment, and the business functions of human resource management, finance and accounts, marketing and operations management. Through the exploration of six underpinning concepts (change, culture, ethics, globalization, innovation, and strategy), the course allows students to develop a holistic understanding of today’s complex and dynamic business environment. The conceptual learning is firmly anchored in business management theories, tools, and techniques and placed in context of real world examples and case studies.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
IB Economics SL	1	11 – 12	Karen Hiller	The DP economics course emphasizes the economic theories of microeconomics, which deal with economic variables affecting individuals, firms and markets, and the economic theories of macroeconomics, which deal with economic variables affecting countries, governments, and societies. These economic theories are not studied in a vacuum; rather, they are to be applied to real-world issues. Prominent among these issues are fluctuations in economic activity, international trade, economic development, and environmental sustainability.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Geography SL	2	9 - 12	Karen Hiller	IB Geography is a dynamic subject firmly grounded in the real world and focuses on the interactions between individuals, societies, and physical processes in both time and space. It seeks to identify trends and patterns in these interactions. The course also investigates the way in which people adapt and respond to change and evaluates actual and possible management strategies associated with such change. Geography describes and helps to explain the similarities and differences between different places, on a variety of scales and from different perspectives.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
IB Global Politics SL	2	9 - 12	Karen Hiller	The DP global politics course explores fundamental political concepts such as power, equality, sustainability, and peace in a range of contexts. It allows students to develop an understanding of the local, national, international, and global dimensions of political activity and processes, as well as to explore political issues affecting their own lives. The course helps students to understand abstract political concepts by grounding them in real-world examples and case studies. The course also invites comparison between such examples and case studies to ensure a wider and transnational perspective.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Social and Cultural Anthropology SL	2	9 – 12	Karen Hiller	Social and cultural anthropology is distinct from other social sciences in its research tradition of participant observation and in-depth, empirical study of social groups. Areas of anthropological inquiry in this course are: belonging; classifying the world; communication, expression, and technology; conflict; development; health, illness, and healing; movement, time, and space; production exchange and consumption; and the body. These areas are explored through the key anthropological concepts of belief and knowledge, change, culture, identity, materiality, power, social relations, society, and symbolism.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
IB Philosophy SL	2	9 – 12	Karen Hiller	The philosophy course provides an opportunity for students to engage with some of the world’s most interesting and influential thinkers. It also develops highly transferable skills such as the ability to formulate arguments clearly, to make reasoned judgments, and to evaluate highly complex and multifaceted issues. The emphasis of the DP philosophy course is on “doing philosophy”, that is, on actively engaging students in philosophical activity. The course is focused on stimulating students’ intellectual curiosity and encouraging them to examine both their own perspectives and those of others.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
IB Sports, Exercise, and Health Science SL	2	10 – 12	Karen Hiller	Sports, exercise, and health science (SEHS) is an experimental science course combining academic study with practical and investigative skills. SEHS explores the science underpinning physical performance and provides the opportunity to apply these principles. The course incorporates the disciplines of anatomy and physiology, biomechanics, psychology, and nutrition. Students cover a range of core and option topics, and carry out practical (experimental) investigations in both laboratory and field settings. The course offers a deeper understanding of the issues related to sports, exercise and health in the 21 st century and addresses the international dimensions and ethics related to both the individual and global context.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
IB Psychology SL	2	9 – 12	Karen Hiller	At the core of the DP Psychology course is an introduction to three different approaches to understanding behavior: the biological, cognitive, and sociocultural approaches. Students study and critically evaluate the knowledge, concepts, theories, and research that have developed the understanding in these fields. The aims of the psychology course at SL are to develop an understanding of the biological, cognitive, and sociocultural factors affecting mental process and behaviors and applying an understanding of factors affecting mental processes and behavior. Students will inquire as to the ethical practice of behavior studies and discover the practice of research while fostering curiosity and lifelong learning.	Textbooks and supporting materials related directly to instruction such as test banks and released exams will be requested as courses are integrated. General cost for class set of 30 textbooks is approximately \$2300. Test banks: \$499/subject. Released exams: \$180/subject Funding Source – Advanced Academics	\$2979
Scientific Research and Design DAP: Introduction to Optics and Lasers	0.5 to 1.0 State Elective Credit	10 - 12	Shannon Hernandez Betsy Norris	The Optics class is designed as a comprehensive overview of the field of optics and optical systems. The class begins with a description of light as an electromagnetic wave. The interaction of electromagnetic radiation with matter is covered along with its implications. These include the phenomena of reflection, refraction, diffraction, absorption, emission, and interference. Once this foundation is established, then the physics of reflective and refractive optics and optical design of mirrors, lenses, and more complex optical systems is studied using ray tracing and lens equations. Finally, the physics of lasers and laser applications is studied. During all units, extensive laboratory elements will be utilized to solidify conceptual knowledge.	Textbooks - \$170/student Lab Supplies - \$3,860 Funding Source: Mathematics Department	\$6,410

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
Independent Study in Mathematics: Astrophysics AB	0.5 to 1.0 – State Elective Credit	10 – 12	Shannon Hernandez Betsy Norris	<p>The goal of astrophysics is to encourage and require students to approach topics in astronomy using critical thinking skills at an in-depth level. Students will use the skills they have acquired in the prerequisites of physics and calculus to discover and explore the many fascinating phenomena that are found in the universe.</p> <p>All objectives for honors astronomy that are provided and required by the Texas Education Agency are incorporated into astrophysics. However, the more rigorous prerequisites for Astrophysics will allow the TEA objectives to be expanded using an analytical approach.</p> <p>Photographic and numerical data available from NASA and various astronomy journals will be used to determine, using analytical techniques, physical characteristics of the solar system and the universe.</p>	<p>Subscription to <i>Sky and Telescope</i> Magazine - \$50/year</p> <p>Subscription to <i>Astronomy</i> Magazine - \$50/year</p> <p>Software packages and supplies for astronomical simulations - \$1,000</p> <p>Funding Source: Mathematics Department</p>	\$1,100
Honors Barbering I	3.0	10 - 12	David Saenz	<p>Barbering I is an extended course of study that enables students to become licensed barbers through the Texas Department of Licensing and Regulation (TDLR). Barbering is one program of study that allows students to earn an industry certification that launches them into a professional career immediately. The cost savings in earning the license during high school is significant. The cost to attend barbering school post-secondary can range from \$10,000 to \$20,000. The barbering license requires an age attainment of 17. By offering a program, that addresses their direct career goals as a part of high school (and for very little cost to the student), students become benefactors of education, and schools may avoid a student dropout.</p>	<p>Textbooks and on-line access - \$10,100</p> <p>Consumable supplies and equipment not currently available in the cosmetology labs - \$3,400</p> <p>Total Costs - \$13,500</p> <p>Funding Source: CTE Department</p>	\$40,500

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
Barbering II Honors Barbering II	3.0	11 – 12	David Saenz	Barbering II is an extended course of study that enables students to become licensed barbers through Texas Department of Licensing and Regulation (TDLR). Barbering is one program of study that allows students to earn an industry certificate that launches them into a professional career immediately. The cost savings in earning the license during high school is significant. The cost to attend barbering school post-secondary can range from \$10,000 to \$20,000. The barbering license requires an age attainment of 17. By offering a program, that addresses their direct career goals as a part of high school (and for very little cost to the student), students become benefactors of education, and schools may avoid a student dropout.	Textbooks and on-line access - \$10,100 Consumable supplies and equipment not currently available in the cosmetology labs - \$3,400 Total Costs - \$13,500 per campus Funding Source: CTE Department	\$40,500
Agricultural Structures Design and Fabrication/ Agricultural Laboratory and Field Experience/d A/B Honors Agricultural Structures Design and Fabrication/ Agricultural Laboratory and Field Experience/d A/B	2.0	11 - 12	David Saenz	Students will explore career opportunities, entry requirements, and industry expectations. To prepare for careers in mechanized agriculture and technical systems, students must attain knowledge and skills related to agricultural structures design and fabrication.	Welding and construction specialized equipment - \$5,000 Classroom supplies - \$4,000 Total Costs- \$9,000 per campus Funding Source: CTE Department	\$18,000

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	DISCUSSION	COST/FUNDING SOURCE	TOTAL COST FOR ALL CAMPUSES
Agricultural Equipment Design and Fabrication/ Agricultural Laboratory and Field Experience/d A/B Honors Agricultural Equipment Design and Fabrication/ Agricultural Laboratory and Field Experience/d A/B	2.0	11 - 12	David Saenz	Students will acquire knowledge and skills related to design and fabrication of agricultural equipment.	Welding and construction specialized equipment - \$5,000 Classroom supplies - \$4,000 Total Costs- \$9,000 per campus Funding Source: CTE Department	\$18,000
Veterinary Medical Applications/ Agricultural Laboratory and Field Experience/d A/B Honors Veterinary Medical Applications/ Agricultural Laboratory and Field Experience/d A/B	2.0	11 – 12	David Saenz	This course covers topics relating to veterinary practices, including practices for large and small animal species. Activities and assessments will be based on the Veterinary Medicine course standards as well as the Texas Veterinary Medical Association standards and requirements.	Specialized equipment - \$4,000 Supplies - \$2,000 Total Costs - \$6,000 per campus Funding Source: CTE Department	\$12,000

NEW COURSE REQUESTS FOR THE 2020 - 2021 SCHOOL YEAR

Social Studies	\$0
Visual/Performing Arts	\$7,995
Special Education	\$84,000
Advanced Academics	\$47,664
Mathematics	\$7,510
CTE	\$129,000
<u>Total</u>	<u>\$276,169</u>

General Fund	\$184,174
Perkins Fund	\$84,000
Instructional Materials Allotment Fund	\$7,995
<u>Total</u>	<u>\$276,169</u>

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

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

BACKGROUND:

It is a TEA mandate that school districts report to Public Education Information Management System (PEIMS) those students who are receiving interventions through Multi-Tiered Systems of Support (MTSS)/Response to Intervention (RTI). In order for Fort Worth ISD (FWISD) to meet this requirement schools have been documenting academic and behavior interventions in two different online systems. The current contracts for the two systems is ending so in an effort to streamline this process an RFP was put out for a MTSS student online support system that allows campus staff to document academic and behavior interventions in one system. The Branching Minds, Inc. online system is an integrated system that provides campus staff academic and behavioral tiered intervention support and data collection, while providing suggested best practices for academic and behavior interventions. The period of performance is three years from date of the award to June 30, 2022 with the option to extend for five (5) additional years in one (1) year increments.

STRATEGIC GOAL:

- 1- **Increase Student Achievement**

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

General Fund

199-31-6399-04K-999-99-208-000000

COST:

\$276,000.00 (year one cost)

VENDOR:

Branching Minds, Inc.

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 19-111

Number of Bid/Proposals received: 11

HUB Firms: 0

Compliant Bids: 11

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Targeted campuses which will total 60,000 students. These will include all Elementary campuses and the following Secondary campuses; Daggett, McLean, Monning, Morningside, Riverside, Stripling, Leonard, McClung, Carter-Riverside, Arlington Heights, Diamond Hill-Jarvis, Eastern Hills, North Side, Southwest, and O.D. Wyatt.

RATIONALE:

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

INFORMATION SOURCE:

Jerry Moore



Phone: 646.450.5174
Purchase Order Fax: 212.230.7395
Federal Tax ID: 46-3275236

Branching Minds Master Agreement

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

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

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

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

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

7. **Customer Responsibilities.**

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

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

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

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

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

PROBLEMS.

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

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

11. Hosting Provider and Limitation of Liability.

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

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

12. Confidentiality.

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

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

b. Except to fulfill the purposes of this Agreement:

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

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

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

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

14. **Indemnification.**

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

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

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

15. General.

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

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

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

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

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

f. **Survival.** The provisions of Sections 6,7,12,13, and 15 shall survive the termination or expiration of this Agreement.

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

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

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

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

Service Provider:

Branching Minds, Inc.



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

District:

Fort Worth Independent School District

Patricia Sutton
Director, Special Programs

Corey Golomb
Assistant Superintendent, Special Populations

Jerry Moore
Interim Chief Academic Officer

Dr. Kent Scribner
Superintendent of Schools

Alexander Athanason
Attorney

Jacinto Ramos, Jr.
Board President

Schedule A

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

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

*Data & Tech Services Fee waived

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

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

*Data & Tech Services Fee waived

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

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

*Data & Tech Services Fee waived

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

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

*Data & Tech Services Fee waived

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE DANCING CLASSROOMS NORTH TEXAS BALLROOM
DANCING PROGRAM**

BACKGROUND:

The District is entering the 14th year of this program; we began with three schools, and this year we have the participation of 37 schools. It is a ballroom dancing instruction program which takes place in our 5th grade PE classes. The overall focus is developing skills related to ballroom dancing, focusing on Latin dances and their history. The principals of the participating schools have recognized the value in terms of student learning and their social and emotional growth. This program provides for trained dance instructors to work in our classes under a national dance program license purchased by a local foundation. There are a total of 20 lessons including a culminating event for parents, staff and students.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Dancing Classrooms North Texas Ballroom Dancing Program
2. Decline to Approve Dancing Classrooms North Texas Ballroom Dancing Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Dancing Classrooms North Texas Ballroom Dancing Program

FUNDING SOURCE

Additional Details

General Fund

199-11-6299-024-XXX-11-142-000000

COST:

\$181,900.00

VENDOR:

Dancing Classrooms North Texas

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-J

Number of Bid/Proposals received: 25

HUB Firms: 5

Compliant Bids: 25

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Benbrook ES, Bonnie Brae, Burton Hill, Cesar Chavez, Como, Contreras, DeZavala, Diamond Hill ES, SS Dillow, E. Handley, WM Green, Greenbriar, Hubbard Heights, Dolores Huerta, Manuel Jara, Kirkpatrick ES, MI Logan, Rufino Mendoza, MH Moore, Natha Howell, N. Hi Mount, Nash, Oaklawn, AM Pate, ML Phillips, Sagamore Hill, Sam Rosen, S. Hi Mount, David K. Sellars, Springdale, JT Stevens, W. Handley, Washington Heights, Waverly Park, Westpark, Versia Williams, Worth Heights

RATIONALE:

This program is an efficient and effective way to provide ballroom dance instruction to our students in their PE classes. Many of the Physical Education TEKS are addressed, students are exposed to a wide selection of dances, heart rates are elevated for sustained periods of time, and there are many opportunities for learning, especially in the affective and cognitive domains. The parents, staff and principals all have seen benefits in behavior as well.

INFORMATION SOURCE:

Jerry Moore

CONSULTANT SERVICE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

IT IS HEREBY AGREED by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas (hereinafter referred to as "District") and the individual or firm named below (hereinafter referred to as "Consultant" or "Contractor"), that District will engage Consultant to provide services pursuant to the terms and conditions specified below.

Individual/Business Name: Dancing Classrooms North Texas
Business Address: 1506 W. Pioneer Parkway, Ste. 114
City/State/Zip Code: Arlington, TX 76013

1. SERVICES

1.1 Consultant will perform personally, in a manner satisfactory to the District, the following professional services (if Consultant's proposal or Scope of Work has been provided, attach as Exhibit "A");
Recruit, train & manage all Dancing Classrooms North Texas Teaching Artists, ensuring that each has undergone a criminal background check. Teaching Artists will teach ballroom dancing over 20 lessons, ending with a culminating event. See Exhibit A

1.2 Unless discontinued earlier by the FWISD, the services are to be performed at the following times and places:
See attached Exhibit B

2. TERM

2.1 The period of performance under this contract will be from 9-3-19 or date of execution, whichever is later, through 5-28-20 unless terminated at an earlier date as provided herein or extended by amendment to this contract.

3. COMPENSATION

3.1 As full compensation for the services provided, District will make payment upon satisfactory completion of services in an amount **NOT TO EXCEED** \$181,900.00 inclusive of all fees and allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms (check one of the applicable boxes):

FIXED FEE of \$181,900.00 for all services performed plus reimbursable expenses of \$0.00 (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$181,900.00. **OR**

- DAILY RATE** of \$_____ per day for _____ days plus reimbursable expenses of \$_____ (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$_____. **OR**
- HOURLY RATE** of \$_____ per hour for _____ hours plus reimbursable expenses of \$_____ (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$_____.

3.2 No payment in advance of or in anticipation of services to be provided under this contract shall be made by District with the exception of a deposit amount required by Consultant or Contractor upon mutual agreement of the parties.

3.3 In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum Not to Exceed amount set forth in Section 3.1. The fees due under this contract will be prorated in the event contract is terminated by either party prior to the expiration date.

4. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

CONTRACTOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

This section shall survive the termination of this Agreement.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

5.1 Consultant acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Consultant agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

5.2. Consultant acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). Consultant receives student information from the District in compliance with the requirements and exceptions outlined in FERPA. Consultant further acknowledges and agrees that it will comply with said law and safeguard student information. Consultant may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Consultant must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District 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 District incurring any liability to Vendor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Consultant will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

7. MISCELLANEOUS

- 7.1 Termination. This contract can be terminated by either party at any time, with or without cause.
- 7.2 Credentials. In the event that this contract is for Professional Services, Consultant agrees that all required certifications/licensure and credentials will be maintained at all times.
- 7.3 Conflict of Interest. The Consultant, by signing this contract, certifies that he/she does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 7.4 Confidentiality. The Consultant further understands that he/she is serving as a fiduciary of the District and hereby agrees that he/she will not divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), Consultant agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 7.5 Proprietary Rights. With the exception of prior copyrighted or trademarked materials of the Consultant, Consultant agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, shall remain the property of the District and shall not be used or published by Consultant or any other party related to Consultant without the express prior written consent of the District. Furthermore, Consultant understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.
- 7.6 Independent Contractor. It is expressly understood and agreed by both parties hereto that the District is contracting with the Consultant as an independent contractor. Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA

(Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

- 7.7 Taxes. The Consultant shall not require the District to pay taxes of any kind.
- 7.8 Insurance. The Consultant shall carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Consultant.
- 7.9 Hold Harmless. The District and its employees can neither agree to hold the Consultant harmless nor agree to indemnify the Consultant, and any contracts or provisions to the contrary are void.
- 7.10 Waivers. The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- 7.11 Assignment. The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the District.
- 7.12 Non-Discrimination. The Consultant certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 7.13 Purchase Order. The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 7.14 Governing Law and Venue. This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.
- 7.15 Alternative Dispute Resolution. Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.
- 7.16 Entire Agreement Modifications. All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This agreement supersedes all prior agreements, written or oral, between Consultant and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Consultant.
- 7.17 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 7.18 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 7.19 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- 7.20 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

7.21 Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To District:

Fort Worth Independent School District
Name of District Contact: Georgi Roberts
Address: 100 N. University Dr.
Fort Worth, TX 76107

(2) With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr., Ste. SW 172
Fort Worth, Texas 76107

(3) To Consultant:

Vendor Company Name: Dancing Classrooms North Texas
Name of Vendor Contact: Larry Nelson
Address: 1506 W. Pioneer Parkway, Ste. 114
Arlington, TX 76013

SPECIAL CONDITIONS

All special conditions governing the performance of this Contract are set forth in the "Attachment A", which is herein incorporated by reference and is made a part of this Contract.

ELECTRONIC SIGNATURE

The parties hereby agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann, §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

IN WITNESS WHEREOF, the Board of Education of the Fort Worth Independent School District and the Consultant, acting by their duly authorized representatives, have executed this Contract to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

FOR DISTRICT:

Signed: [Signature]
Name: Georgi Roberts
Title: Director
Date: 6/26/19
Req. # 12001239

FOR CONSULTANT:

Signed: [Signature]
Name: Larry Nelson
Title: Executive Director
Date: 6-25-19

APPROVED: (required over \$25,000)

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

Business Organization: (check one)

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

APPROVED AS TO FORM:

(required at \$10,000 and above)

Signed: [Signature]
Legal Counsel for the District
Date: 7/23/19

Other: 501(c)(3) Not-for-Profit
75-1761497
(Social Security Employer ID Number)

Jerry Moore
Office of Academics

ATTACHMENT A – SPECIAL CONDITIONS

I. Standards for Financial and Programmatic Management

The Contractor shall regularly assess and monitor the progress of the student receiving services pursuant to this agreement using District-approved assessments. The Contractor shall periodically forward to the District information on the student's progress in a format to be determined by the District.

Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Contract, which evaluation, where possible, will include, but not be limited to, the following tools:

- a. Pre- and Post- intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
- b. parent, teacher, counselor and administrator surveys; and
- c. other measures of key performance indicators as defined by the District.

The District's research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but not be limited to:

- 1) a comparison of outcome data of program participants with a matched control group of non-participants; and
- 2) analysis of student outcome data in relation to program cost.

The Contractor shall follow all District policies, regulations and guidelines and work at the District's direction regarding the referral of those students that are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor's capacity to provide services, the District will determine which students are to receive services.

The Contractor shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Contract.

The District shall have the right to inspect and audit the Contractor's records and to observe services being rendered. The Contractor shall provide access to all records, reports, logs or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract shall be maintained by the Contractor for five (5) years and shall be available for audit upon twenty-four (24) hours notice.

The Contractor shall not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

The Contractor shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District shall be immediately disclosed to the School District, with such disclosure to be in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).

Upon request by the District, the Contractor shall furnish to the District copies of the current resumes of each of its employees providing services pursuant to this Contract.

II. Insurance

At all times during the Contract Term, the Contractor(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to the District, the following types of insurance:

a. Commercial General Liability Insurance

The Contractor shall maintain throughout the term of this Contract commercial general liability insurance for bodily injury and property damage arising from the Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence in the aggregate. The insurance policy shall name the District as an additional named insured and include a contractual endorsement extending its coverage

to the Contractor's obligations hereunder (including the Contractor's indemnity obligations). The policy shall also be written as a primary policy which does not contribute to any policies which may be carried by the District, and shall contain a provision that the District, although named as an insured, shall nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents and representatives by reason of the negligence of the Contractor, its employees, agents, representatives or Consultants.

b. Automobile Liability Insurance

The Contractor shall maintain in force throughout the term of this Contract comprehensive auto liability insurance covering the Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and shall cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage shall not be less than \$100,000.00 for property damage per occurrence and not less than \$300,000.00 combined single limit for death, and/or bodily injury.

c. Workers' Compensation/Employers' Liability

The Workers' Compensation/Employers' Liability Insurance provided by the Contractor shall conform to the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

d. Professional Liability Insurance

The Professional Liability Insurance provided by the Contractor shall conform to the following requirements:

1. The Contractor's Professional Liability insurance shall be in a form acceptable to the District and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
2. If on a claims-made basis, the Contractor shall maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this agreement.
3. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and the students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the District in writing at least thirty (30) days prior to any cancellation, termination, non-renewal or modification to the Contractor's Policy(ies) required under this agreement.

Upon the District's request, the Contractor shall furnish the District with Certificates of Insurance evidencing the Contractor's insurance coverage is consistent with the terms of this agreement. The Contractor shall renew or replace the Certificates of Insurance no less than thirty (30) days prior to cancellation, termination or modification. Failure to obtain the necessary coverage shall be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor shall be liable to the District for any and all damages incurred due to the Contractor's failure to perform the agreement terms.

The Contractor shall name the District as an additional named insured on all such policies required by this Contract.

III. Student Records

All student records shall be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor shall not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian or the District as required by state or federal privacy laws. Upon completion or termination of this agreement, the Contractor shall turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.

IV. Criminal Background Check

The Contractor shall conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a 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 judged by the District to be inappropriate for someone working with its students. The Contractor shall supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Contractor's employees, agents, and subcontractors shall be identified by a photographic identification badge, issued by a District approved third party company at the Contractor's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section shall constitute a breach of contract

The Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.

The Contractor must give notice to the District prior to performing services under this Contract if the Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring notice does not apply to a publicly held corporation.

V. Accident and Incident Reporting

The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this agreement.

The Contractor shall further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. The Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. The Contractor agrees that all staff members will abide by such laws in a timely manner.

The Contractor shall submit immediately by email, facsimile or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

VI. Inappropriate Behavior

a. Sexual harassment of employees of the Contractor, employees, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to immediate removal from District property.

b. The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of Contractor to District shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the District, or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement shall relate to the results the District desires to obtain from the Contractor, and shall in no way affect Contractor's independent contractor status described herein.

c. Contractor shall enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's supervision and District's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in immediate removal from the site.

VII. Applicable Laws

The Contractor agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which affect the services described herein upon the effective date of such amendments.

Independent Contractor Determination Form

This form should be completed by the Contract Originator, for individuals, sole proprietors, and unincorporated businesses prior to proceeding with purchase order or contract processing.

Name of Individual/Business: Dancing Classrooms N. TX Tax ID No.: 75-1761497

Please complete this questionnaire to determine if the proposed service provider meets the criteria to be classified as an independent contractor. **You may NOT enter a purchase order or execute a contract for services if you answer "yes" to any of the questions shown below.** If your response is "no" to all seven questions, sign and date this questionnaire and attach to the contract before routing for review.

If you do not agree with the results of this questionnaire, you may appeal to the Chief Financial Officer by following the procedures contained in the Administrative Regulation, Classifying Workers as Employees or Independent Contractors. The Administrative Regulations are located in Public Folders.

	YES	NO
1. Is the individual currently an employee of the District?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the individual going to perform the duties of an employee position that is currently vacant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Will the District provide equipment to the individual that is critical to the performance of the individual's services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Will the District set the work hours of the individual for the services to be performed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Will the individual supervise or direct District employees as part of the service provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the individual required to attend training by the District?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does the individual receive directives from District staff regarding work performance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

By signing below, I certify that the information provided is true, correct, and complete to the best of my knowledge.

(Signature of Originator)

Georgi Roberts

(Typed/Printed Name)

Director

(Title)

(Date Signed)

FOR INTERNAL USE ONLY - DO NOT SEND TO CONTRACTOR

Model SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (to any include subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

On behalf of Dancing Classrooms North Texas ("Name of Contractor"), I
First Name: Larry Last Name: Nelson
Address: 1506 W. Pioneer Parkway City: Arlington State: TX Zip 76013
Telephone: 817-905-8668 Fax: n/a
E-mail: larry@dancingclassroomsnt.org

Certify that [check one]:

[] None of Contractor's employees are *covered employees*, as defined above.

Or


Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

- Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees.
- None of the covered employees has a disqualifying conviction.
- Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. The District reserves the right to conduct its own criminal background check of Contractor and its covered employees.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature:  Date: 6-25-19
Form 690 FEB 2016

FORM D

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the FWISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from FWISD's property or other location where students are regularly present. FWISD shall be the final decider of what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History. Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: Dancing Classrooms North Texas

Authorized Company Official's Name: Larry Nelson
(please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____ Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: [Signature] Date: 6-25-19

FORM D - CONTINUES ON NEXT PAGE...

PAGE 1/2

FORM D - CONTINUED

PAGE 2/2

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Form C)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Fort Worth ISD pursuant to this RFP on any and all Fort Worth ISD campuses or facilities. Vendor will not assign individuals to provide services at a Fort Worth ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Fort Worth ISD Purchasing Department.

1.2 Unless discontinued earlier by the FWISD, the services are to be performed at the following times and places:

During school hours at:

Alice Contreras
AM Pate
Benbrook ES
Bonnie Brae
Burton Hill
Cesar Chavez
David K. Sellars
De Zavala
Diamond Hill
Dillow
Dolores Huerta
E. Handley
Hubbard Heights
Greenbriar
JT Stevens
Kirkpatrick ES
Leadership Acad. at Como
Natha Howell
MH Moore
ML Phillips
Manuel Jara
Maude Logan
N. Hi Mount
Nash
Oaklawn
Rufino Mendoza
S. Hi Mount
Sagamore Hill
Sam Rosen
Springdale
Versia Williams
Washington Heights
Waverly Park
W. Handley
Westpark
WM Green
Worth Heights



DANCING CLASSROOMS NORTH TEXAS

PROPOSAL QUOTE FOR HEALTH, PE AND COORDINATED HEATH DEPARTMENT (Fort Worth ISD)

September 1, 2019 - May 30, 2020

Dancing Classrooms North Texas provides a 10-week (20-lesson) in school residency for 5th grade students. The program features the “Dulaine Teaching Method” known for its unique ability to groom essential life skills such as manners, respect for others, and teamwork through the art of social dance. The program is best known for its ability to break down barriers, teach emotional intelligence, and enhance the social and academic success of students. Cost of the program is \$1,700 per class/section (no more than 35 students per section). For the 2019-2020 school year, DCNT is proposing 107 sections, not to exceed a total of \$181,900.

Fall 2019 Schools (52 sections):

Dolores Huerta (90 students; 3 sections)
 Nash (40 students; 2 sections)
 Sam Rosen (90 students; 3 sections)
 WM Green (120 students; 4 sections)
 Leadership Academy at Como (70 students; 2 sections)
 Bonnie Brae (65 students; 2 sections)
 Greenbriar (81 students; 3 sections)
 A.M. Pate (80 students; 3 sections)
 M.H. Moore (90 students; 3 sections)
 Washington Heights (49 students; 2 sections)
 R. Mendoza (70 students; 2 sections)
 Natha Howell (75-80 students; 3 sections)
 Waverly Park (125 students; 4 sections)
 Kirkpatrick Elem. (65 students; 2 sections)
 M.L. Phillips (80 students; 3 sections)
 Versia Williams (56 students; 2 sections)
 J.T. Stevens (87 students; 3 sections)
 Springdale (90 students; 3 sections)
 Dillow (80 students; 3 sections)

Spring 2020 Schools (55 sections):

Burton Hill (80 students; 3 sections)
 Diamond Hill (90 students; 3 sections)
 Cesar Chavez (72 students; 2 sections)
 Worth Heights (100 students; 4 sections)
 East Handley (65 students; 2 sections)
 N. Hi Mount (66 students; 2 sections)
 Westpark (100 students; 4 sections)
 David K. Sellars (98 students; 3 sections)



Benbrook Elem. (85 students; 3 sections)
Sagamore Hill (120 students; 4 sections)
West Handley (85 students; 3 sections)
Hubbard Heights (80 students; 3 sections)
Oaklawn (80 students; 3 sections)
S. Hi Mount (80 students; 3 sections)
Alice Contreras (105 students; 4 sections)
De Zavala (45 students; 2 sections)
Manuel Jara (125 students; 4 sections)
Maude Logan (80 students; 3 sections)

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE FUNDS TRANSFER AGREEMENT BETWEEN CHILD CARE ASSOCIATES AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR CHILDCARE SERVICES FOR THE 2019-2020 SCHOOL YEAR

BACKGROUND:

For a number of years, the District has transferred funds to Child Care Associates for the provision of childcare services for identified teen parents who are enrolled in Fort Worth ISD.

Child Care Associates (CCA) administers the Child Care Management Services (CCMS) under contract with the local Workforce Solutions Board. The CCMS manages multiple funding sources which are used to subsidize childcare costs for eligible populations, including teen parents. Childcare providers become vendors with CCMS and are paid a lower agreed rate by CCMS. The District is able to maximize and expand our funding for childcare services by referring teen parents who need care to CCMS.

For the 2019-2020 school year, Fort Worth ISD will sponsor approximately thirty (30) students with childcare assistance for a total cost of \$50,000. Fort Worth Independent School District seeks to renew this contract for the 2019-2020 school year.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Funds Transfer Agreement Between Child Care Associates and Fort Worth Independent School District for Childcare Services for the 2019-2020 School Year
2. Decline to Approve Funds Transfer Agreement Between Child Care Associates and Fort Worth Independent School District for Childcare Services for the 2019-2020 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Funds Transfer Agreement Between Child Care Associates and Fort Worth Independent School District for Childcare Services for the 2019-2020 School Year

FUNDING SOURCE

Additional Details

General Fund

199-32-6299-001-999-24-460-000000

COST:

\$50,000

VENDOR:

Child Care Associates

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

Adolescent Pregnancy Services, which provides District-wide services to pregnant and parenting students who are enrolled in their home schools and in Project Reach

RATIONALE:

Child Care Associates administers the Child Care Management Services (CCMS) which has multiple funding sources to subsidize childcare costs for various populations including teen parents. District funds are being used to pay childcare costs for teen parents who are not eligible for subsidized childcare assistance. The District is paying these childcare costs so that these teen parents can continue their education to graduation.

The lack of available, accessible, quality childcare services is the major reason why parenting students drop out of the educational setting. By referring teen parents to Child Care Associates, the District is providing childcare services so these students can remain in school to graduation. Their children also receive infant stimulation where their readiness for school is greatly enhanced.

INFORMATION SOURCE:

Cherie Washington



**FUNDS TRANSFER AGREEMENT
BETWEEN
CHILD CARE ASSOCIATES
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

Child Care Associates is the local agency in Tarrant County contracted by Workforce Solutions for Tarrant County to disburse federal, state, and local dollars for child care services through its Child Care Management Services (CCMS) system. Tarrant County Child Care Management Services determines the eligibility of clients for state and federal funds.

The Fort Worth Independent School District located in Fort Worth, Texas seeks to expand the availability of child care to children of teen students enrolled in the Fort Worth Independent School District.

1. The Fort Worth Independent School District agrees as follows:

- 1.1 To transfer monies, not to exceed \$50,000.00 to Child Care Associates to be used for child care and related operations expenses. An additional 13.23% administration fee will also be added to all payments.
- 1.2 The Fort Worth Independent School District will make its transfer of funds in weekly payments for the amount necessary to provide these services. Such payments will occur within 15 days of receipt of invoice.
- 1.3 The Adolescent Pregnancy Services staff will identify students in need of child care services and refer them to the CCMS in advance of services being provided.
- 1.4 The Adolescent Pregnancy Services staff will assist students in providing needed eligibility documents and following required policies.

2. Child Care Associates agrees as follows:

- 2.1 To use the funds transferred by the Fort Worth Independent School District for child care services for students identified and referred by the Adolescent Pregnancy Services staff, and for related operations expenses.
- 2.2 To assume administrative control and be responsible for paying child care providers in the amounts to be determined by CCMS for qualifying child care services for children placed by CCMS under this agreement.
- 2.3 To establish a separate funding code for the transferred funds.

- 2.4 To place eligible students, not receiving funds, on the waiting list for child care funds in accordance with CCMS policies and procedures.
- 2.5 To determine eligibility for federal and state matching funds and to use said funds in accordance within established board policies and procedures.
- 2.6 To maintain records and provide a monthly summary of child care reimbursements itemized to include student name, number of child care days, rate, total disbursement, and balance of funds.

3. Child Care Associates and the Fort Worth Independent School District mutually agree as follows:

- 3.1 This agreement may be terminated by either party, for any reason, upon written notification to the other party of at least 30 days in advance of such termination.
- 3.2 Child Care Associates' is under no obligation to continue funding child care under this agreement in the event that the transfer of the funds is not received for reimbursement.
- 3.3 Fort Worth Independent School District is under no obligation to continue its transfer of funds in the event that these funds are not used consistent with the terms of this agreement.
- 3.4 The CCMS shall be responsible for the provision of eligibility determination and referred services, but not the provision of providing child care services.
- 3.5 Both parties agree to abide not only by the notices from each other, but also to notices from Workforce Solutions for Tarrant County, and Texas Workforce Commission (TWC).
- 3.6 This agreement may be amended by mutual agreement among the parties.
- 3.7 To comply with all applicable federal laws and regulations in carrying out this agreement.

The signatures below certify that they are authorized to bind their respective organizations in the manner described above effective the **1st day of July 2019, through the 30th day of June, 2020.**

Fort Worth Independent School District

Child Care Associates

By: _____
 Kent P. Scribner, Ph.D.
 Superintendent of Schools

by: 
 Kara Waddell
 President & CEO

Date: _____

Date: 4/25/19

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE CONTRACT FOR CON MI MADRE

BACKGROUND:

Con Mi MADRE not only strives to help young Latinas graduate from high school but assists them in preparing for post-secondary education, or what is known as "college ready". At the current rate of post-secondary degree completion in the U.S., by 2020, our country will fall short 5 million educated workers necessary to maintain our economy. Latinx children are the fastest growing population, particularly in Texas, with the potential to fill our nation's need for an educated workforce. However, a Latina student in Texas is twice as likely to drop out of high school and 2 times less likely to earn a college education compared to her female classmates. Latinx economic success, and the success of our broader economy, hinges on helping Latina youth break the cycle, earn a post-secondary degree, and join our educated workforce.

In the Post-Secondary Preparedness program, girls are encouraged to maintain good grades, take AP coursework, have a deeper understanding of post-secondary expectations as well as increase financial literacy, confidence, and their support system. To participate or enroll in post-secondary education, girls are required to take college prep exams and complete and submit college applications and financial aid paperwork (e.g., FAFSA). The Post-Secondary Participation program focuses on helping young Latinas through the process of enrolling in post-secondary education. The success of post-secondary education is not only measured by the completion of a traditional 4-year degree but also includes obtaining an associate's degree or a technical/specialized post-secondary degree program. The Post-Secondary Success program, also known as the GRAD program, helps the participants achieve this goal.

Currently 50 teams, young ladies and their mothers, from Rosemont, Kirkpatrick, and Riverside middle schools are participating in the program. Con Mi MADRE will continue recruitment efforts at these middle schools to reach their goal of 150 teams in 2019-2020.

To assist in funding this program, FWISD will contribute 50% of the cost of services (\$128,415.00) for the 2019-2020 school year.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Contract for Con Mi MADRE
2. Decline to Approve Contract for Con Mi MADRE
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract for Con Mi MADRE

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$128,415.00

VENDOR:

Con Mi MADRE

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-P

Number of Bid/Proposals received: 14

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

Kirkpatrick MS, Riverside MS, Rosemont MS

RATIONALE:

Con Mi MADRE recruits students in the spring semester of their 5th grade year. Early exposure to positive thinking will pave the way to a more successful future. Fort Worth ISD is partnering with Con Mi MADRE to assist young Latina students in being prepared for college, career, and community leadership.

INFORMATION SOURCE:

Sherry Breed

A. Preface

Con Mi MADRE is a two-generation nonprofit that empowers young Latinas, and their mothers, through education and support services that increase preparedness, participation and success in post-secondary education. Con Mi MADRE translates to "with my mother," which exemplifies the unique element of our programming that intentionally engages mothers in their daughter's educational journey from 6th grade through college graduation. Con Mi MADRE has bilingual licensed social workers on staff to deliver our curriculum and programming specifically to support Latina youth to stay in school and get their college education.

Con Mi MADRE has been partnering with the public education system for the past 27 years. Starting in 1992, Con Mi MADRE has worked with Latina youth, facilitating group meetings at their schools encouraging and supporting them to pursue higher education and engaging their mothers and families in the college-going process. In addition to these group meetings, these students attend educational conferences, bilingual college & career fairs, and college campus tours with their mothers on the weekends.

In 2013, Con Mi MADRE experienced a change in leadership and also started to undergo programmatic changes. Under the new leadership a structured curriculum was built and tested from 2013-2015. This curriculum was built with 3 areas of focus: 1) Adolescent female development, 2) Academic standards & necessary skills, and 3) Cultural relevance. The product was a 300+ page curriculum that focused on academic success and social emotional health.

Each grade has a mixture of both types of content, although for some grades, the curriculum is focused more heavily on one area or the other due to developmental needs vs. academic pressures. Given the unique emotional and physical changes that many young women face in 7th grade, the curriculum focuses more heavily on social emotional learning during this time, whereas, in 10th grade the focus is heavier on academics to ensure that the students are prepared for AP coursework and college entrance exams. Other topics addressed in the curriculum include setting SMART goals, learning about all things related to post-secondary education (i.e., institution types, financial aid, scholarships, academic requirements, living options), building self-esteem and self-advocacy skills, learning the BEST communication style, identifying healthy and unhealthy relationships, coping with stress, help-seeking skills, increasing healthy study habits, test taking skills, and confidence in academic abilities, getting exposure to different career options in the 5 endorsement tracks, preparing and practicing for college entrance exams, writing college essays, how to ask for letters of recommendation or build a resume for college application, and much more.

This curriculum was first implemented in Austin ISD in 2014 and program evaluation was conducted. Through qualitative and quantitative data collection from students and staff who were delivering the curriculum, we learned that adjustments were necessary. In 2015, we implemented an updated version of our curriculum based on the data and program evaluation

showed that this was an effective curriculum to not only support our Latina youth to stay in school, graduate from high school, and go to college. This curriculum helped our students graduate from high school college and career ready, with good communication and coping skills, with strong support networks from their mothers, peers, and Con Mi MADRE staff. With the growth of the Latina/o student body across the state, the number of students and parents Con Mi MADRE services has also increased.

Below are the percentage increase that we saw from our pre and post surveys after one year of Con Mi MADRE programming with 6th graders during 2018-2019 academic year:

I know how much college costs	34.1%
I know what it takes academically to get accepted into college	41%
I know the difference between private and public institutions	43.2%
I understand how scholarships and financial aid work in college	45.5%
I feel very knowledgeable about college overall	52.3%
Finances will play a big part in whether I will go to college or not	2.3%
My family talks to me about college	41%
My family encourages me to pursue a college education	31.8%
Me going to college is a top priority to my family	36.4%
I can discuss my values and beliefs with my mom without feeling embarrassed or restrained	50%
My mother is always a good listener	25%
I am satisfied with my relationship with my mom	22.7%
If I were in trouble, I could tell my mother	29.5%
I openly show affection to my mother	34.1%
My mother tries to understand my point of view	38.6%
I find it easy to discuss my problems with my mother	47.7%
It is very easy for me to express my true feelings to my mother	45.5%

Con Mi MADRE will be continuing our services in Fort Worth ISD during the 2019-2020 academic school year. We will start with continue services with our current 50 mother-daughter teams at 3 FWISD middle schools: Kirkpatrick, Rosemont, and Riverside and have plans to recruit 25 additional incoming 7th graders mother-daughter teams and 75 incoming 6th grader mother-daughter teams for a total of 150 families. **Total expenses for our programming are \$256,830 and Fort Worth ISD will contribute \$128,415 (50%) for the 2019-2020 academic year.**

B. Proposal

Section I – Summary of Experience

Con Mi MADRE, as a 501c3, was established in 2008 after 16 years of functioning as the Hispanic Mother Daughter Program of the Junior League of Austin. The impetus for the Junior League to start the Hispanic Mother Daughter Program (HMDP) in Austin in 1992 was the statistic that indicated that a Latina baby girl in Austin, at that time, had a less than 1% of getting a college education.

From 1992 to 2008, the HMDP functioned out of the UT Austin School of Social Work and the program grew from serving 6th grade Latinas and their mothers to serving 6th-12th grade Latinas and their mothers. In 2008, the leadership of JLA transitioned HMDP to an independent non-profit named Con Mi MADRE, Mothers and Daughters Raising Expectations. Since 2008 Con Mi MADRE continues to deliver education and support services to young Latinas in grades 6th-12th in Austin ISD expanding to other districts in Central Texas such as Round Rock ISD (2010), KIPP Charter (2013), Del Valle ISD (2014), Manor ISD (2015), Hays CISD (2016) and Taylor ISD (2019). Additionally, Con Mi MADRE has expanded to new cities, El Paso (2017) and Fort Worth, Texas (2018).

In 2013, CMM developed and implemented a new curriculum for the entire continuum from 6th grade through post-secondary education. The new curriculum was anchored on best practices for supporting young Latinas to be healthy, mentally and physically, to be empowered through education, and to believe that they can achieve anything they put their minds to. Furthermore, it focused on addressing the developmental, academic, social-emotional, and cultural needs of young Latinas. A new, more structured, and evidence-based system for monitoring outcomes and demonstrating impact was also developed and implemented.

In 2013, only 24% of Con Mi MADRE students were persisting to receive their postsecondary education. Our June, 2017 data shows that 54% of our students persisted through to earn a college education, a 125% increase.

Since 2013, Con Mi MADRE has also increased our participant engagement by 97%. This was largely due to the ability of our staff to understand and relate to our students' experiences. Our Program Director, Karen Gonzalez, LMSW, is a clear example of how our organization's

leadership represents the families that we serve. Mrs. Gonzalez has served as the Program Director of Con Mi MADRE for the past 4 years, but her history with Con Mi MADRE dates back to her childhood at Mendez Middle School when she participated in the program with her mother. Karen was the first in her family to graduate from high school, earn a college degree and go on to get a Master's degree (in Social Work). She was an undocumented student, which gives her the experience of many of our students and families. Additionally, she is trained in the College Advising for Undocumented Students curriculum and trains others how to effectively support undocumented students through the postsecondary pipeline. Given her experience with Con Mi MADRE both as a participant and employee, and her strong leadership, she was promoted to the Chief Program Officer of the entire organization.

For the past 26 years, we have served over 3,000 predominantly low-income (70%) mother-daughter teams in Texas. The majority of the students we serve will be the first in their families to enter college (80%).

With our evidence-based, holistic, and culturally relevant programming, we have achieved the following outcomes with young Latinas:

- 100% of our seniors graduate from high school (86% without CMM),
- 91% enroll directly into postsecondary education (44% without CMM),
- 54% persist to earn their postsecondary degree (15% without CMM)

At the current rate of postsecondary degree completion, by 2020 the U.S. will fall short 5 million educated workers necessary to maintain our economy.¹ Latina/o children are the fastest growing population,² particularly in Texas, with the potential to fulfill our nation's need for an educated workforce. However, a Latina student in Texas is 2x more likely to drop out of high school³ and 2x less likely to earn a college education compared to her white female classmates.⁴ If she gets pregnant in high school, her chances of a college education drop to 2%.⁵ Latina/o economic success – and the success of our broader economy – hinges on helping Latina youth break the cycle, earn a postsecondary degree and join our educated workforce.

While there are many college access and persistence programs that target low-income minority students, Con Mi MADRE is the only college access and persistence program that intentionally focuses on Latina youth, a very at-risk group, and intentionally engages mothers in the educational journey from 6th grade to college graduation. Engaging mothers in the educational process to increase academic outcomes is not only supported by research, but it is also culturally relevant for Latinas. Another strong predictor of a child's success in academics is her/his **mother's** education level. By focusing on the young female, many of whom will become mothers themselves one day, we are

¹ <https://cew.georgetown.edu/wp-content/uploads/2014/11/Recovery2020.Press-Release.pdf>

² <https://www.pewresearch.org/fact-tank/2018/09/13/key-facts-about-young-latinos/>

³ <https://www.idra.org/resource-center/texas-high-schools-lost-1-in-5-students-last-year/>

⁴ <https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2015/1/29/hispanics-and-education-a-texas-sized-challenge-for-states>

⁵ <http://www.ncsl.org/research/health/teen-pregnancy-affects-graduation-rates-postcard.aspx>

creating generational changes in educational attainment and economic stability among the entire Latina/o community. With Con Mi MADRE programming, for the next generation of Latinas **and** Latinos, the question is not IF, but rather WHERE they will pursue post-secondary education.

Section II – Scope of Service

Need for services. Latina youth face many obstacles, but given the right support and culturally responsive education they can and they do overcome these obstacles. Latina adolescents are specifically at-risk of being born into poverty, experiencing teenage pregnancy and facing significant mental health issues, all of which decrease the likelihood of academic success and post-secondary education. While we cannot change the immediate situation that 1 in 3 Latina children in the U.S. are living in poverty⁶, we can ensure that this is not the case for the next generation of Latinas/os. According to the U.S. Census Bureau, a Latina with a college education will make 69% more than a Latina with a high school education and 109% more than a Latina with *no* high school education.

According to the Center for Disease Control and Prevention's 2015 [youth high-risk behavior survey](#), Latina adolescents have the highest rates of suicidal ideation and attempts compared to all other adolescent groups, male or female. The theory behind this high prevalence of mental health issues among Latina youth is due to the cultural clash they experience between their home life and expectations of their family and their school/social life and expectations of their peers. This is one of the reasons why we emphasize the importance of engaging the mothers of the young girls that we work with and increasing their communication skills and trust.

Overview of Con Mi MADRE services. Given the complexity of Latina youth, Con Mi MADRE focuses on providing holistic education and social support services not only for students but also for their mothers as we know that educational outcomes are increased by parent engagement.

Con Mi MADRE programming include three distinct, successive programs:

1. Postsecondary Preparedness (grades 6-10),
2. Postsecondary Participation (grades 11-12),
3. Postsecondary Success (college students)

Each program follows a developmentally appropriate curriculum that focuses on academics and social emotional learning. Curriculum is delivered to students in group settings at their schools during school hours by our trained social work staff and social work interns.

In our Preparedness Program, 6th-10th grade students receive 12 sessions of our academic/social skills curriculum in-group settings at their schools. Curriculum focuses on increasing college knowledge and preparedness, academically, financially, emotionally, and

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<https://www.brookings.edu/blog/social-mobility-memos/2015/02/18/the-diversity-of-hispanic-child-poverty/>

socially. We help students to develop effective study habits, to set and achieve realistic goals, and to learn about and identify career interests. Curriculum also includes social emotional learning to support students in developing and maintaining healthy relationships, effective communication skills, increased self-esteem, self-advocacy and self-motivation as well as increased coping and help-seeking skills. We encourage and support our students to take advanced coursework and engage in extracurricular activities.

In our Participation Program, 11th-12th students receive 8 sessions of our academic/social skills curriculum in-group settings at their schools. They also participate in 6 College Academies in the evenings with their mothers. Curriculum focuses on active post-secondary participation. This means that students are preparing for college entrance exams, going through college matching processes, requesting letters of recommendation, preparing essays and applications, exploring and applying for postsecondary education, financial aid, and scholarships. We also helps students work on professional development skills by facilitating “dress for success,” resume building, and interviewing workshops.

Students in the Success Program (post-secondary students) receive 1:1 guidance counseling from CMM staff. They meet with the Success Program Coordinator once a semester and on an as-needed basis. Students participate in 4 workshops/year. Workshops are offered live and are broadcasted via the web, for those studying at post-secondary institutions outside of Austin. Workshops focus on how to balance academics and social life in college, developing effective study skills, how to find financial assistance, and applying for internships and jobs.

We also host 2 mother-daughter education conferences; 1 bilingual college & career fairs; 2 college campus tours; and a 2-day Summer Leadership Summit, annually. In the fall semester, we host a participant orientation/induction conference, one college trip, one healthy living and financial literacy conference. In the spring, we host a Bilingual College & Career Fair, one overnight college trip, and one Empowerment Conference.

Educational conferences focus on orientation for our families, healthy living, financial literacy, empowerment, entrepreneurship, and equipping our mother-daughter teams with resources to be successful in school and in life (i.e., social media safety, mental health awareness, bully intervention/prevention, etc.). Our Bilingual College and Career fair exposes our mother-daughter teams to college and career options. Twice a year we host college campus tours, mentioned above, for our mother-daughter teams. We take the girls and mothers on trips to an institution of higher education within driving distance, the one in the fall is an overnight stay which allows us the opportunity to take them to more universities. In 2018-2019, we visited The University of Texas- Arlington, Texas Christian University, Texas State University, and University of Texas- Austin. The most unique aspect of all the programming listed here is that mothers are included as primary participants right alongside their daughters. We have specific workshops for mothers at conferences and the Leadership Summit to increase their knowledge and skills in supporting their children to stay in school and in pursuit of higher education. We have also found that mothers become empowered through our programming. They learn about ways they can return to school and/or make a career change that will improve their lives and the lives of their children.

For 26 years, Con Mi MADRE has hosted a Summer Leadership Summit for our families. We invite our students and their mothers to a 2-day overnight stay at an institution of higher education where they spend two days getting the full college experience while they develop leadership skills and bond with other students and parents. This summer, students and mothers will travel to Austin, Texas have a joint Leadership Summit with our Central Texas chapter at St. Edwards University. They will learn about leadership skills, public speaking, emotional intelligence and importance of self-awareness. They will work in small groups and present their ideas to a panel of judges. Through the two days they were exposed to leaders in the community who will talk about their own experience and learning lessons. Students and mothers will learn how to work in small groups, do oral presentations, and receive constructive feedback.

Finally, given that we are social work based agency made up mainly of social work professionals, we offer all of our students individual coaching as needed from our Licensed Social Workers. Our staff implement evidence-based interventions to address self-esteem issues, bullying, depressive and/or anxiety symptoms, and basic emotional distress.

Notably, when students or families present with issues that are beyond our clinical level of expertise, we refer them to the appropriate services outside of our organization. When we refer a student or family to outside resources, we then implement case management to ensure that they continue with care as necessary.

Most of parental engagement activities were aforementioned in our regular programming (e.g., education conferences, college & career fairs, college campus tours, leadership summit). Additionally, we host parental involvement activities over the summer months to ensure that parents and their children are staying engaged with one another and with Con Mi MADRE during off school time (avoid summer melt). We have three structured events: Mami-Mija Night, Papi-Mija Night, and Family Night. We also engage our mother-daughter teams from all program areas in 15-20 hours of community service each year. We want to teach our mother-daughter teams the value of giving back. For the upcoming 2019-2020 school year we are looking forward to implementing our new monthly parent support groups, that will offer an open and safe space for our mother's to talk about presenting issues and create a support network of other mothers who might be or have experienced similar situations.

Deliverables for FWISD in FY 2019-2020.

Through our school-based curriculum delivery, conferences, fairs, college visits, and individual coaching, our young Latinas have the resources, skills and support they need to fulfill their academic, personal, and career goals. By including mothers in every aspect of programming, we are increasing the mother-daughter bond and creating systemic change in the educational and economic landscape of the Latina/o community. The typical mother-daughter team receives 150-170 hours of direct contact hours with our social work staff each year through a combination of curriculum delivery, conferences, fairs, college campus tours, leadership summits, volunteer activities, and individual counseling.

Timeline for project implementation:

- August – September 2019:
 - Back to School Orientation and Induction Conference
 - Additional recruitment of 6th grade students and parents
 - Curriculum delivery (sessions 1-2)
 - Pre-test data distribution and collection

- October 2019:
 - Curriculum delivery (sessions 3-4)
 - Continue/finalize pre-test data distribution and collection
 - Pre-test data entry
 - College Campus Tour #1
- November – December 2019:
 - Curriculum delivery (sessions 5-6)
 - Healthy Living & Financial Literacy Conference
 - Volunteer events made available to teams
- January – February 2020:
 - Curriculum delivery (sessions 7-8)
 - Bilingual College & Career Fair
- March – April 2020:
 - Curriculum delivery (sessions 9-10)
 - College Campus Tour #2 (overnight)
 - Recruitment of a new cohort of 6th grade mother-daughter teams at 5th grade verticals
- May 2020:
 - Curriculum delivery (sessions 11-12)
 - Continued recruitment of new cohort of 6th grade mother-daughter teams at 5th grade verticals
 - End of year Celebration/Awards Ceremony
 - Posttest data distribution and collection at campus meeting and/or end of year event
- June - August 2020:
 - Posttest data entry
 - Leadership Summit
 - End of year reports and presentations to school district partners
 - Parental Engagement Summer Activities: Mami-Mija Night, Papi-Mija Night, Family Night

Performance Measures

Evaluation Objectives:

Curriculum delivery. Con Mi MADRE will deliver our evidence-based academic and social emotional learning curriculum at 3 FWISD schools with young Latinas in 6th & 7th grades enrolled in Con Mi MADRE. Curriculum is delivered in group settings within each grade and occurs on campus during an elective or advisory period 2x/month. Curriculum is delivered by Con Mi MADRE's social work staff.

Below is a sample of expected outcomes:

- 1) 6th grade students will increase college knowledge in academics, finances, and institution types
- 2) 7th grade students will increase communication skills and self-esteem

The objective with curriculum delivery is to educate and support students to be college and career ready in terms of academics, but also socially, emotionally, and financially.

Mother-daughter Educational Events. Con Mi MADRE facilitates parental engagement through our weekend and summer education events.

Education Conferences

Every August, Con Mi MADRE hosts a Back to School Orientation and Induction Conference. A keynote speaker motivates the girls and mothers to start the year on the right track, the Con Mi MADRE staff orients all new and existing families on program requirements, changes, updates, and upcoming expectations. We also use this time to formally induct and welcome our new families into the CMM family. The goal of this conference is to make sure our families get all the information necessary to start the year with resources and support. We also hand out backpacks and supplies to our families.

Below is a sample of expected outcomes:

- 1) Increase knowledge about community resources
- 2) Increase motivation in utilizing resources
- 3) Increase motivation to do well in school
- 4) Increase confidence in supporting student(s) in academic endeavors

In early December, Con Mi MADRE hosts a Healthy Living & Financial Literacy Conference. This conference includes a keynote and breakout sessions that are age appropriate for students and parents. The objective is to increase student and parent knowledge in finances, particularly related to college, but also general financial health. We also aim to increase student and parent knowledge and motivation to engage in healthy habits regarding nutrition, body, mind, and family. We provide culturally and linguistically relevant presentations and end each conference with a mother-daughter bonding exercise related to the content of the conference. By doing it right before the holiday's we are hoping our families go into these busy months more self-aware] about their financial, mental, and physical health.

Below is a sample of expected outcomes:

- 1) Increase knowledge of financing for college
- 2) Increase knowledge of how to make financially health decisions
- 3) Increase knowledge and motivation to eat healthier
- 4) Increase awareness of mental health problems and warning signs
- 5) Increase knowledge of resources for mental and physical healthcare

Bilingual College and Career Fair

Every year Con Mi MADRE hosts a college and career fair. We invite over 30 college reps and 30 career reps to talk to our mother-daughter teams about their options for the future. We request that all representatives be bilingual. In the case that a rep is not Spanish speaking, we utilize bilingual staff and/or volunteers to help translate information for our Spanish speaking families. The fair also includes a keynote speaker and up to 2 hours of time with the vendors. The objective of the college and career fair is to expose our girls and mothers to as many options as possible to ensure that they are making educated decisions about their futures.

Below is a sample of expected outcomes:

- 1) Increase knowledge of different college institutions

- 2) Increase knowledge about college admissions, finances, and requirements
- 3) Increase knowledge about different career options
- 4) Increase knowledge about educational requirements for specific careers
- 5) Increase motivation to consider college and/or career that wasn't considered before

College Campus Tours

Con Mi MADRE hosts two annual college campus tours for our mother-daughter teams. We rent a charter bus that seats up to 52 participants and spend 1-2 days exploring new college campuses throughout the state of Texas or neighboring states. In the fall, we visit colleges that are close enough to Fort Worth that we can return the same day. In the spring, we visit colleges that are further from Fort Worth which require an overnight stay. For most of our girls and mothers, the first time they step foot on a college campus is during our college campus tours. We arrange for college admissions staff to guide our mother-daughter teams through the campus and educate them on admissions requirements, finances, and housing on each particular campus. The objective of these tours is not only to increase exposure to college campus life, but also to increase our mothers' familiarity with college campuses so that they are more comfortable letting their daughters attend and live on campus.

Below is a sample of expected outcomes:

- 1) Increase knowledge about different college campus offerings and requirements for admission
- 2) Increase knowledge about financial aid for college
- 3) Increase familiarity with college campus life
- 4) Increase mother's willingness to let daughter's attend colleges away from home/live on campus
- 5) Increase motivation to pursue higher education

Leadership Summit

Every summer, Con Mi MADRE hosts a 2-day Leadership Summit on an institution of higher education. This summit includes an overnight stay at the dorms on campus so that our mother-daughter teams get the full college experience. Mothers stay in separate dorms from their daughters, but in the same building. The Leadership Summit includes several keynote presentations and speakers that share their life experiences and encourage our mother-daughter teams to be leaders in their schools, communities, families, and work. We facilitate team-building exercises, critical thinking, problem solving, public speaking, and teamwork. Our Leadership Summit theme changes every year to maintain engagement and participation we always aim to empower our girls and mothers to see themselves as change-makers, and idea generators.

Below is a sample of expected outcomes:

- 1) Increase familiarity with college campus life
- 2) Increase leadership skills and self-confidence
- 3) Increase motivation to pursue higher education
- 4) Increase motivation to problem-solve
- 5) Increase awareness of social/community problems
- 6) Increase skills in group work and public speaking
- 7) Increase mother's willingness to let daughter's attend colleges away from home/live on campus

Mental Health Services. Con Mi MADRE's bilingual licensed social work staff provide individual coaching for students dealing with any number of emotional/behavioral issues ranging from cutting, bullying, abuse/neglect, low self-esteem, relationship difficulties, academic struggles or parental issues. We also work closely with parents through our mental health services. Parents have to give consent for individual counseling and we follow the Social Work Code of Ethics in confidentiality practices. Individual counseling takes place at the student's school in a private secure space or at the Con Mi MADRE office (1617 Park PI Ave Suite 110, Fort Worth, TX 76110) in a private and secure office. All students engaged in individual counseling go through an intake process and receive at minimum 6 sessions and a max of 12 sessions of intervention with a Con Mi MADRE Licensed Social Worker. Common interventions used include: Cognitive Behavioral Therapy, Solution-Focused Therapy, and Family System Therapy. Con Mi MADRE is committed to ensuring that all of our students are mentally and academically well. Individual counseling is a service that is available to all Con Mi MADRE students at no cost. We expect that all students who participate in individual counseling will have improved mental health, increased self-esteem and increase coping.

In addition to the grade specific outcomes, we expect the following outcomes with our full range of services during the 2019-2020 academic year:

- 1) 65% of CMM students will have an increase in their GPA
- 2) 80% of all students will report that they feel more supported in their pursuit of higher education
- 3) 85% of all students will report that they feel more confident that they will go to college
- 4) 75% of mothers will report increased knowledge and resources in supporting their daughters in pursuit of higher education
- 5) 75% of girls will report satisfaction with the relationship with their mothers

A. Evaluation Metrics or Measures:

Individual metrics for evaluation are listed above in the Evaluation Objections section. Surveys are designed to measure outcomes related to the curriculum for each grade. All standardized measures were customized to Latina youth. Surveys are collected from participating students and their mothers at CMM campus meetings and sponsored events in September and April. All surveys are tailored to the specific target audience (e.g., daughter vs. mother, Spanish vs. English, grade specific). The Data Manager, located at Con Mi MADRE Headquarters, is responsible for entering and managing the data in our live database and providing detailed reports for funders and school district administration.

Specific measures utilized to capture data and determine progress include:

- Items from the National Education Longitudinal Study
- Harter's Self-Perception Scale
- Carver's Brief COPE Scale
- Items from the Parental Warmth, Support, and Hostility Measure
-

B. Methodology:

Con Mi MADRE is committed to ensuring that students are progressing every year. We monitor change over time by implementing a pre-test/posttest design of data collection. All data is quantitative and self-report. At the end of every year, our Data Manager compiles all the data and does a comparison of the pre-test/posttest responses to determine change in all outcomes. Data is used to for continuous quality improvement, to make programmatic and staff changes, and to report impact to key stakeholders.

C. Data Collection:

Pre-test/posttest surveys are distributed to students and parents in a paper-pencil format at the beginning of the year and end of the year, respectively. Surveys are distributed by program coordinators. The Data Manager will ensure that all data is entered correctly, on time, and that all surveys are filed in a secure locked cabinet after entry. All individuals involved in data collection/management will sign a confidentiality form to protect the identity of all students and families.

Data will also be collected after each mother-daughter event to monitor outcomes and impact of these events. This data will be collected via a secure online data survey system and will be entered into CoPilot.

D. Reporting:

At the end of every academic year, Con Mi MADRE analyzes and creates reports of impact for each school district and key stakeholder of our organization. Reports include pretest and posttest scores in bar chart format to show change over the academic year. We also include change in GPA and overall statistics on rates of high school graduation, college enrollment, and college persistence when appropriate. Reports are sent to school district personnel, additionally, Con Mi MADRE executive staff conduct end of the year presentations of impact at school board meetings upon request.

E. Timeline for Evaluation:

- August 2019:
 - Prepare pretest surveys for distribution in September
 - Train program coordinators in data collection and entry protocols
 - Data collection for Ready, Set, Go Orientation/ Induction Conference
- September 2019:
 - Pre-test data collection at campus meetings and Con Mi MADRE sponsored events
 - Data entry
 - Data filing
- October 2019:
 - Data collection after College Campus Tour #1
 - Data entry
- November – December 2019:
 - Data collection at Healthy Living & Financial Literacy Conference
 - Data entry
- January – February 2020:
 - Data collection at Bilingual College & Career Fair
 - Data entry
- March – April 2020:
 - Data collection after College Campus Tour #2

- Data entry
- May 2020:
 - Posttest data collection at campus meeting and/or end of year event
 - Data entry
 - Data filing
- June 2020:
 - End of year reports and presentations to school district partners
 - Data collection at Leadership Summit
- July 2020:
 - Data entry

Con Mi MADRE employs a designated FTE Data Manager, who leads the data collection, management and reporting process. The Data Manager at Con Mi MADRE, works directly with programming staff and research volunteers to collect pretest and posttest surveys. Programming staff, interns, and volunteers are trained in data collection and entry protocol.

Section III – Financial Proposal

The proposed finances include the total cost of Con Mi MADRE’s full range of services (described in the Scope of Services section) for 150 students and 150 unduplicated mothers in FWISD for the Academic Year 2019-2020, for a total expenses of \$256,830 and Fort Worth ISD will contribute \$128,415 (50%) for the 2019-2020 academic year. (See budget detail below.) Payroll under Program Expenses covers a portion of the cost of our Licensed Social Workers who deliver Con Mi MADRE curriculum in FWISD schools. Payroll under General & Admin covers administrative costs for overseeing program implementation, research and data collection, and overall organizational compliance (e.g., finances, HR).

**Con Mi MADRE Budget
 Fort Worth FY 2019-2020**

FY July 1-June 30	FY 2019
# of students	150
# of mothers	150
Total Participants	300
# districts	1

Operating Expenses (by Dept)

	<u>Total</u>	
Programming Implementation	\$ 207,351	81%
Campus meetings	\$ 6,900	
Edu. Conferences	\$ 5,400	
College Visits	\$ 8,250	
Leadership Summit	\$ 15,600	
Edu. Fairs	\$ 3,600	
Family Events	\$ 1,500	
Phone reimbursement	\$ 1,440	
Travel	\$ 6,998	
Research supplies	\$ 713	
Payroll	\$ 133,763	
Benefits	\$ 23,187	
Fund Development	\$ 20,202	8%
General & Admin	\$ 29,277	11%
Total Expenses	\$ 256,830	
Cost for Fort Worth ISD	\$ 128,415	

**CONSENT AGENDA ITEM
BOARD MEETING
AUGUST 27, 2019**

TOPIC: APPROVE 2019-2020 CONTRACT WITH GIRLS, INC. OF TARRANT COUNTY

BACKGROUND:

In partnership with District and Campus leadership, Girls Inc. focuses on the development of the whole girl. Students learn to value themselves, take risks, and discover and develop their inherent strengths. The combination of long-lasting mentoring relationships, a pro-girl environment, and research-based programming equips girls to navigate gender, economic, and social barriers, and grow up healthy, educated, and independent.

Informed by girls and their families, Girls, Inc. addresses the systemic barriers that affect the conditions in which girls are growing up, particularly those with the fewest resources. They work to ensure students have the knowledge, resources, and skills to live healthy lives and access meaningful educational opportunities. Students participating in Girls, Inc. are less likely to engage in risky behavior; they are eager to learn, successful in school, and more likely to graduate from post-secondary education; and they display diligence, perseverance and resilience.

Services provided in FWISD are tailored to the needs of the individual campus. Overall, the programs are designed to offer supportive guidance for girls at-risk by providing reassurance through individual and small group facilitated conversations. Additionally, girls discuss strategies to make wise choices as it relates to interactions with adults and peers. These conversations assist them in making informed decisions about their personal, academic, and career goals. Specific attention is provided to encourage effective communication skills when addressing life challenges. There is a concerted effort by Girls, Inc. to reduce office referrals and suspensions of the girls participating in their program.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve 2019-2020 Contract with Girls, Inc. of Tarrant County
2. Decline to Approve 2019-2020 Contract with Girls, Inc. of Tarrant County
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2019-2020 Contract with Girls, Inc. of Tarrant County

FUNDING SOURCE

General Fund

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

Additional Details

COST:

\$130,000.00 - Not to Exceed

VENDOR:

Girls, Inc. of Tarrant County

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 18-024

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 5

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

006-Eastern Hills HS
009-Polytechnic HS
014-Southwest HS
016-O. D. Wyatt HS
047-Handley MS
053-Monnig MS
054-Morningside MS
064-Glencrest 6th Gr Ctr

RATIONALE:

Girls, Inc. of Tarrant County will provide weekly sessions with girls from each identified campus throughout the 2019-2020 school year. As part of the services offered, girls will receive academic support, build leadership skills, explore career options, focus on personal health, and engage in regular conversations regarding behavior management and conduct. Girls, Inc. of Tarrant County will work closely with campus leadership to define and assess specific campus needs. Girls will receive support in addressing life challenges to stay on track academically.

INFORMATION SOURCE:

Sherry Breed

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE COPIER LEASE CONTRACT DISTRICT-WIDE AND PURCHASE OF BADGE READERS AND PAPER CUT LICENSES

BACKGROUND:

We have renegotiated our current Xerox master lease contract in order to implement a consolidated print solution and to right size copiers at many of our schools. The current contract was approved on May 24, 2016, for 60 months and covers the primary copy machines at all our campuses. It will expire in 2021.

The new contract will refresh 313 of the existing multi-function copiers. The new devices are right-sized based on each machines history/usage to better meet the specific needs of each campus and to help reduce breakdowns due to using undersized copiers. The new contract will be for 60 months. The cost includes 346 PaperCut device licenses and badge readers for Xerox copiers. The badge readers reduce paper/toner usage and provide secure printing by holding the print job in a queue until the user is at the device and ready to pick up the print job. The PaperCut software will allow consolidation of print management under one system for visibility into our use of paper, as well as enabling control and reporting for Xerox copiers. Approval of this agreement will provide the District with a comprehensive print solution to support the reduction of waste, secure printing of documents and print job routing to the most cost-effective device.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Copier Lease Contract District-Wide and Purchase of Badge Readers and Papercut Licenses
2. Decline to Approve Copier Lease Contract District-Wide and Purchase of Badge Readers and Papercut Licenses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Copier Lease Contract District-Wide and Purchase of Badge Readers and Papercut Licenses

FUNDING SOURCE

General Fund
TRE

Additional Details

Campuses and Departments \$1,715,040
199-11-6264-001-XXX-11-806-000000 campuses
199-XX-6264-001-XXX-99-XXX-000000 department
198-53-6399-814-999-99-423-000000 \$256,250 software

COST:

\$1,715,040 (Annual Cost – first of five years – total cost \$8,575,200)
\$ 256,250 (One time cost)

VENDOR:

Dahill Office Technology/Xerox

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Region 20 Purchasing Association of Cooperative Entities (PACE) contract P00161. This contract expires December 31, 2019. Supporting documentation is attached.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of the copier lease contract will provide a District-wide copier solution that is right-sized to support current printing volume and position the District for a consolidated printing solution to reduce the need for individual user printers to achieve reduction in printer support and toner costs.

INFORMATION SOURCE:

Art Cavazos
Jerry Moore
Elsie Schiro

*Fort Worth Independent School District
District Wide Copier Replacement Program
Managed Print Services Program
Expand Secure Print & Cost Recovery Program*

Date: July 24, 2019

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

Prepared by Xerox Business Solutions Southwest
William E. Stall, VP Public Sector
Nannie Reinert, Senior Account Executive
820 W. Sandy Lake Rd. Ste. 100
Coppell, TX 75019



Leveraging PACE Contract #P00161

**District Wide Copier Replacement Program
Managed Print Services Program
Expand Secure Print & Cost Recovery Program**

**Prepared Exclusively for Fort Worth ISD
Pricing Based off of PACE Cooperative Contract P00161
July 24, 2019**

The following section represents a catalog of the exciting new Connectkey enhanced AltaLink and Versalink series products from Xerox. These series have a common intuitive user experience, are mobile & cloud ready and provide benchmark security to enable next generation services. Along side a comprehensive managed print services program that will increase productivity while reducing and containing expense.





District Wide Copier Replacement Program

Pricing Summary

B/W Light Production

(92) Xerox D95

Up to 700,000 impressions/month

100ppm Black/White
Up to 200ipm color scanning
250-sheet single pass document feeder
Network printing at up to 2400x2400 DPI
250-sheet bypass tray
Bypass Chute
Standard 4,050 sheet capacity in 4 drawers
Staple Finisher with 2/3 Hole Punch
Convenience Stapler
High Compression PDF & Searchable PDF Kit
Post process inserter
ESD Protection Kit
Encryption, Disk overwrite security, secure print



B/W Departmental MFPs

(39) Xerox AltaLink B8090

Up to 150,000 impressions/month

90 ppm B&W
Up to 200ipm color scanning
200-sheet single pass document feeder
Network printing at 1200x1200 dpi
Standard 4,600 sheet capacity in 4-drawers
100-sheet bypass tray
3,000-sheet High Volume Staple Finisher with 3HP
Convenience Stapler
Adobe PostScript 3, PCL
250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
Encryption, Disk overwrite security, secure print



(71) Xerox AltaLink B8075

Up to 125,000 impressions/month

75 ppm B&W
Up to 200ipm color scanning
200-sheet single pass document feeder
Network printing at 1200x1200 dpi
Standard 4,600 sheet capacity in 4-drawers
100-sheet bypass tray
2,000-sheet Finisher with 3HP
Convenience Stapler
Adobe PostScript 3, PCL
250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
Encryption, Disk overwrite security, secure print



Pricing Summary

(83) Xerox AltaLink B8055

Up to 100,000 impressions/month

55 ppm B&W
Up to 200ipm color scanning
200-sheet single pass document feeder
Network printing at 1200x1200 dpi
Standard 4,600 sheet capacity in 4-drawers
100-sheet bypass tray
2,000-sheet Staple finisher with 3HP
Convenience Stapler
Adobe PostScript 3, PCL
250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
(Google Drive, OneDrive, DropBox, Office 365, Box etc.)
Encryption, Disk overwrite security, secure print



(11) Xerox B605X

Up to 15,000 impressions/month

55ppm BW
700 Sheet Total Paper Capacity
100– Sheet Duplex Single Pass Auto Doc Feeder
Stand with Storage
Fax
Wireless Network Adaptor
Print Resolution at up to 1200x2400x1 dpi
320 GB Hard Drive
Adobe PDF Direct 1.6, PS3, PCL5c, PCL6
Mobile Printing, Xerox App Gallery
(Google Drive, OneDrive, DropBox, Office 365, Box etc.)
Encryption, Disk overwrite security, secure print



Color Departmental MFPs

(4)Xerox AltaLink C8070

Up to 40,000 impressions/month

70 ppm B&W / 70ppm Color
Up to 139ipm color scanning
130-sheet single pass document feeder
Network printing at 1200x2400 dpi
Standard 3,040 sheet capacity in 4-drawers
100-sheet bypass tray
Business Ready Finisher with 2/3 HP
Convenience Stapler
1 Line Fax Kit
Adobe PostScript 3, PCL
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
(Google Drive, OneDrive, DropBox, Office 365, Box etc.)
Encryption, Disk overwrite security, secure print



Pricing Summary

(24)Xerox WorkCentre EC7856

Up to 22,000 impressions/month

55 ppm B&W / 50ppm Color

Up to 70ipm color scanning

110-sheet single pass document feeder

Network printing at 1200x2400 dpi

Standard 3,240 sheet capacity in 4-drawers

100-sheet bypass tray

Staple finisher with 2/3HP

Convenience Stapler

1 Line Fax Kit

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Encryption, Disk overwrite security, secure print



Current Pricing Summary

Current Fleet Count and Summary

Model	Quantity
Xerox 5745APTC	1
Xerox 5765PTC	1
Xerox 5865APT	97
Xerox 5890APT	97
Xerox 5945APT	55
Xerox 5955APT	16
Xerox B8045H2	4
Xerox B8055H2	2
Xerox B8065H2	2
Xerox B8090H2	7
Xerox C7025	1
Xerox C8030H2	1
Xerox C8035H2	6
Xerox C8055H2	8

Model	Quantity
Xerox C8070H2	2
Xerox 7225P	1
Xerox 7225PT	2
Xerox 7830P	7
Xerox 7835PT	9
Xerox 7845PT	3
Xerox 7855PT	3
Xerox 7970P2	1
Xerox WC3615DN	16
Xerox WC3655X	1
Xerox WC5335PT	2
Xerox WC6605DN	1
Epson 8264E	1

Fleet Install/ Term Dates & Current Pricing Summary

Fleet Install Date: August 30, 2016

Fleet Expiration Date: September 26, 2021

Total Fleet Count: 347 Units

Current Equipment Payment: \$143,557.93*

***Note: Includes Base Hardware, Service, Labor. Does not include color overages**

Fleet Maintenance and Service Summary

Service Category	Monthly Inclusion	Ovg. Rate
Black & White	Unlimited	N/A
Color	0	\$0.0456
Labor	2 DocuCare Associates	N/A

Replacement Pricing Summary

Recommended 'New' Replacement Devices

Model	Quantity
Xerox D95CP	92
Xerox B8090H2	32
Xerox B8075H2	71
Xerox B8055H2	81
Xerox B605X	11
Xerox EC7856	24
Xerox C8070H2	22
Total 'New' Devices	313 Units

Recommended 'Keep' Devices

Model	Quantity
Xerox B8045H2	4
Xerox B8055H2	2
Xerox B8065H2	2
Xerox B8090H2	7
Xerox C7030	1
Xerox C8030	1
Xerox C8035	6
Xerox C8055	8
Xerox C8070	2
Total 'Keep' Devices	33 Units

Fleet Install/ Term Dates & Recommended Replacement Pricing Summary

**Fleet Installation Date: Install by September 30, 2019
with October 1, 2019 Start Date (Lease End Date September 30, 2024)**

Total Fleet Count: 346 Units

60 Month Lease Payment: \$142,920.00*

*Note: Includes Base Hardware, Service, Labor. Does not include color overages

Fleet Maintenance and Service Summary

Service Category	Monthly Inclusion	Ovg. Rate
Black & White	Unlimited	N/A
Color	0	\$0.04
Labor	2 Docucare Associates	N/A

Pricing Summary

Contractual and Other Requirements

- New Equipment to be installed by August 31, 2019 . New Lease Start Date effective September 1, 2019. Additional devices added to the fleet after the lease start date of September 1, 2019 will be added conterminously to the lease, expiring with the original fleet date.
- All equipment proposed is 100% factory new current models.
- Includes delivery, installation, network analyst services and training.
- Includes removal and return of current units.
- Includes removal of proposed/ installed units at end of lease term.
- Includes all OEM toner, parts, service and staples (with the exception of paper).
- Two dedicated Docucare Associate will be assigned to Fort Worth ISD. Docucare Associate roles include first level support and repair (remove paper jams, replace toner and staples, determine if further service call is required and then placed).
- All equipment is eligible for Xerox Business Solutions SW Replacement Guarantee.
- Guarantee response time of 4 hours or less.
- Quarterly reports will be provided to Fort Worth ISD identifying excessive and underutilized devices within the District.
- Includes fleet monitoring software, automated consumables management and network meter collection.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 Web-based support.

The information contained in this catalog is confidential or proprietary and is designed for the sole use of Fort Worth ISD.



“Common Sense” Total Satisfaction Program

“Common Sense” Total Satisfaction Program

“Common Sense” Total Satisfaction Guarantee

If the equipment you ordered under this agreement does not perform according to any of the guarantees listed below, Xerox Business Solutions Southwest will, at your request, replace it with a machine of comparable performance and features at no additional cost. This guarantee will be effective for the term of your lease/rental or for 36 months from date of installation on purchased equipment.* This guarantee applies only to equipment which has been continuously maintained by Xerox Business Solutions Southwest under a Xerox Business Solutions Southwest Full Service Agreement.

“Common Sense” Performance Guarantees

- > All systems recommended exceed your current needs for volume capacity and meet or exceed all of your requested functionality.
- > Fleet Equipment uptime of at least 95%. Uptime will be calculated on a quarterly basis. Equipment uptime percentage is calculated using the sum of normal business hours for each system installed (9 hours per business day) minus all business hours lost due to downtime.
Example: 100 Business Hours- 3 hours downtime= 97% uptime
- > 4 hours or less average response time
- > Loaner equipment available for any unit that will be down more than 1 business day
- > Authorized parts and supplies for all systems



Expand Secure Print & Cost Recovery Program

Expand Secure Print & Cost Recovery Program

PaperCut– Xerox Copiers

346 Card Readers & PaperCut Licenses for Xerox Systems

Purchase Price	60M Lease Price
\$256,250.00	\$4,835.44/ Month

PaperCut Solution is Inclusive of:

Installation of hardware and software, and support over the 60 month agreement.

Xerox Business Solutions Southwest – Executive Overview

Xerox Business Solutions Southwest is pleased to present a solution that provides Fort Worth ISD an end to end print management solution that will increase productivity while reducing and containing costs.

The complete print management solution will bring the below benefits to Fort Worth ISD:

- Refresh 313 Xerox Multifunction Devices
 - Increasing the capacity of 83 devices to ensure they can support the increased volume.
 - Rightsizing fleet based on historical volumes.
 - One to one replacement, no change in quantities
 - Future proof technology through the Xerox App Gallery that gives the District access to apps that can detect plagiarism, grade tests, and translate documents just to name a few.
- Implement district wide badge printing that ensures security and reduction in waste, while allowing users to retrieve their jobs anywhere in the district.
 - Badge printing ensures that documents with student information can be printed and released securely ensuring FERPA & HIPPA compliance.
 - The solution allows the user print from anything, anywhere, anytime.
 - This process also provides audit trails, in the event that a document would need to be traced back.
 - Last but not least, the badging in process will eliminate orphan prints from creating additional cost for the district. The data will allow the district to understand the true trends for additional training, as well as cost containment strategies.
- Immediate support through Xerox Business Solutions Customer Care Center.
- Maintaining both current onsite DocuCare Associates.
- August Board approval with September installation.
- Leveraging PACE Co-Op Contract #P00161
- Training
 - Unlimited training will be provided to the District at no cost. Tailored training materials will be provided to FW ISD. Teacher, Secretary, and new hire in-service trainings are additional options that the District will be able to take advantage of.

Xerox Business Solutions Southwest – Questions

- Badge readers for the copiers (What is the impact of using input codes instead of badge readers?)
 - The key point and benefit of adding badge readers is eliminating the need for teachers and staff to enter codes into each device in order to authenticate and release or create a job. It is possible to use codes in combination with the PaperCut system, however what we have found in working with other districts is that when working with codes it is easy for those codes to be accessible for others to use. This creates billing issues, users lose confidence in the data, and the reporting research and code changes create an additional workload for whomever is administering it from a technical perspective at the district. With the badge readers we do not see any of the above issues.
- How do we change our culture?
 - XBSS will support and assist Fort Worth with change management programs through the duration of our relationship. However, in our work with other districts, the key factor that consistently determines the speed to achieving the goal and user adoption is top down buy in and communication to the staff.
- How much capacity above the usage stats have we built into the new copier models?
 - An additional 6,000,000 copies per month have been built into the replacement model and plan.
- What percentage over the current volume are the copiers right-sized for? Do we need to consider higher end copiers to handle the print volume redirected from personal printers?
 - The right size is based on a 25% increase over the current volume. In order to handle the additional print volume, the current fleet has been right sized based on volume, to include the addition of higher yield devices in many high volume areas.
- Not including color impressions and the volume that is sent to the 732 Lexmark Print Release printers, what would it take to move the rest of the print volume to the Xerox fleet copiers over the next 5 years?
 - Currently the regular printers (outside of the print release printers) average 57 pages per device per month. That is extremely low usage per device. We would recommend removing any printer doing less than 57 pages as well as all inkjet printers in phase one. Once that is achieved we will yearly benchmark the fleet of non-release printers and reduce based by low usage and areas that can benefit from more productive workflows until we achieve the goal.
- Are the new copiers in the proposal sized correctly to support moving in this direction?
 - Yes- the new proposed copiers have been right sized and will support the district's needs.
- Is it realistic to reduce our printer fleet by 50%?
 - Yes
- Has Xerox helped other customers with a similar device reduction initiative?

- Yes, Xerox Business Solution Southwest has assisted many districts in accomplishing this same goal.
- If so, what were the challenges?
 - Largest challenge was top down support of the initiative.
- Can we do the conversion to fax over IP when the new copiers are installed?
 - We are confident that this can be accomplished, however we will need the name of the solution the district chose.
- Have you had a chance to reach out to Gil Griffin and Mark Cox for the electrical and data drops?
 - Yes, working to coordinate a date and time that works for both of them.
- What is the impact of adding an additional 585,000 pages per year to the copier volume at the schools? This is the volume for the report cards. The break down is attached. I would like to see the impact on the new copier models if the additional impressions are pushed to the schools? Would any of the right-sized models need to be changed to handle the additional volume? We are also going to offer electronic delivery of report cards. This would impact the number of additional impressions caused by report card printing at the schools. If we could get 75% of the parents to opt in for electronic report cards, there would be around 150,000 additional impressions at the schools. There is no good way to break out the additional volume per school.
 - With the new copier placements, current volume and the increased output to support report card prints can be fully supported if needed. You will have the ability to run the report cards on the higher yield devices without having a large impact on the other fleet units.

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE SELECTED VENDORS TO PRINT LOCAL ASSESSMENTS

BACKGROUND:

Local assessments are administered in grades 2 – high school in all content areas. These assessments provide a valid and reliable measure for academic growth of students, instructional planning and to determine appropriate educational interventions. This is a 4-year commitment.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Selected Vendors to Print Local Assessments
2. Decline Selected Vendors to Print Local Assessments
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Selected Vendors to Print Local Assessments

FUNDING SOURCE

Additional Details

General Fund

199-31-6339-001-999-99-114-000000

COST:

\$680,000.00 over 4 years- Not to Exceed

VENDORS:

Alpha Graphics
Dallas ISD
JPS Graphics
Logan Graphics

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 19-143

Number of Bid/Proposal Received: 8

HUB Firms: 0

Compliant Bids: 7

Number of Bids Selected: 4

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 vendors listed above have been selected to support this purchase.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All campuses District-wide

RATIONALE:

The District uses the data from these assessments for progress monitoring, instructional planning, and to determine appropriate educational interventions for students. Results are also used to make relative comparisons of student performance for groups and individual students. Campus data analysts, teachers and administrators will use the data to monitor student progress and determine interventions required for each student.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE RESOLUTION TO PROCLAIM SEPTEMBER 9 THROUGH 14, 2019 AS “THE FUTURE IS BRIGHT: A WEEK OF SUICIDE PREVENTION”

BACKGROUND:

Suicidal thoughts and mental health conditions can affect anyone regardless of age, gender or background. In Tarrant County, suicidal deaths have increased 38.5% from the previous ten-year period, 2008-2018. Most alarming is that it has become the 3rd leading cause of death in children ages 1-17 in our county. Even Fort Worth ISD has not escaped the effects of this growing trend – losing four students to suicide last year. From this suffering, FWISD high school students in the United Voices for Change (UV4C) have come together around this plaguing issue and dedicated themselves to reducing the frequency of suicide attempts and eradicating death by suicide through intentional awareness activities and consistent and thoughtful prevention education during a dedicated week in September. This year, UV4C joins MHA’s Suicide Awareness Coalition and other organizing activities September 9-14, 2019, targeting suicide prevention. September 10, 2019 is Suicide Awareness day.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Resolution to Proclaim September 9 through 14, 2019 as “The Future Is Bright: A Week of Suicide Prevention”
2. Decline to Approve Resolution to Proclaim September 9 through 14, 2019 as “The Future Is Bright: A Week of Suicide Prevention”
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution to Proclaim September 9 through 14, 2019 as “The Future Is Bright: A Week of Suicide Prevention”

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

The Board of Education of the Fort Worth Independent School District seeks to declare September 9 – 14, 2019 as “The Future Is Bright: A Week of Suicide Prevention”

INFORMATION SOURCE:

Karen Molinar
Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING FOR AERIAL ROBOTICS INITIATIVE

BACKGROUND:

The Fort Worth ISD Career and Technical Education (CTE) Department, with nine other regional school districts' CTE Departments, submitted an application for the 2019-2020 TEA Perkins Reserve Grant. The group, North Central Texas Aerial Robotics STEM Initiative, reviewed the Tarrant County Regional Workforce data and discovered a projected 20% job growth in fields associated with aerial robotics. The purpose of the grant is to develop a region-based network of North-Central Texas school districts whose mission is to create and align curriculum with industry needs and certification standards, to increase CTE enrollment in industry-based certifications by introducing a new pathway to certification aligned with student interest and industry need, and to offer professional development opportunities for teachers within the designated region to increase their knowledge of the robotics-related curricula, industry needs and standards, and current and emerging best practices.

As a part of the grant, the Fort Worth ISD CTE Department has completed the Memorandum of Understanding agreement with the nine other school districts' CTE Departments, Workforce Solutions, Interlink, and two industry partners.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding for Aerial Robotics Initiative
2. Decline to Approve Memorandum of Understanding for Aerial Robotics Initiative
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding for Aerial Robotics Initiative

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

Amon Carter-Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill-Jarvis High School
Paul Laurence Dunbar High School
Eastern Hills High School
North Side High School
Polytechnic High School
R.L. Paschal High School
Trimble Technical High School
Southwest High School
Western Hills High School
Oscar Dean Wyatt High School
Benbrook High School
Young Men's Leadership Academy
Young Women's Leadership Academy
I.M. Terrell STEM Academy
Career and Technical Education

RATIONALE:

The aerial robotics initiative will allow more students access to growing industry career development and certifications. This program will allow students to prepare for college and career opportunities in the field.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING
Fort Worth ISD/Perkins Reserve Grant
July 2019

This MEMORANDUM OF UNDERSTANDING is made and entered into this the ____ day of _____, 2019, by and between BELL HELICOPTER TEXTRON INC., (hereinafter referred to as “BELL,”) AMERICAN AIRLINES, INC. (hereinafter referred to as “AMERICAN,”) TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD DBA WORKFORCE SOLUTIONS OF TARRANT COUNTY (hereinafter referred to as “WORKFORCE SOLUTIONS,”) INTERLINK (hereinafter referred to as “INTERLINK”) TARRANT COUNTY COLLEGE DISTRICT (hereinafter referred to as “TCCD,”) AZLE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “AZLE,”) BIRDVILLE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “BIRDVILLE,”) CLEBURNE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “CLEBURNE ISD,”) CROWLEY INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “CROWLEY ISD,”) ERA INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “EISD,”) GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “GCISD,”) HURST EULESS BEDFORD INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “HEBISD,”) KELLER INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “KISD,”) STRAWN INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “SISD,”) and the BOARD OF EDUCATION of the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant county, Texas (hereinafter referred to as the “FWISD”).

RECITALS

WHEREAS, the FWISD has implemented NCTX Aerial Robotics STEM Initiative (hereinafter referred to as “NCTX,”) the FWISD’s Perkins Reserve Grant, to support and strengthen the relationship of FWISD in conjunction with local employers, workforce board and partner school districts; and

WHEREAS, project partners and FWISD will work to enhance existing resources and integrate Perkins Reserve activities into a comprehensive network of programs and services that reflect the vision of identifying in-demand and high-wage occupations and offering CTE programs of study that lead to these occupations;

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

1. Mission Statement

NCTX, FWISD’s Perkins Reserve Grant Initiative, is committed to support and strengthen the relationship of Fort Worth ISD in conjunction with:

- Bell
- American
- Interlink

- Workforce Solutions
- AISD
- Birdville ISD
- Cleburne ISD
- Crowley ISD
- EISD
- GCISD
- HEBISD
- KISD
- SISD

as we work to enhance existing resources and integrate NCTX activities into a comprehensive network of programs and services that reflect the vision of promoting college and career readiness for high-wage, high-demand. Occupations related to Aerial Robotics.

2. Goals and Objectives of the Partnership

The Goal of NCTX is: “By the 2019-2020 school year, 90% of NCTX Aerial Robotics STEM Initiative (NCTX) districts will develop an Aerial Robotics STEM Pathway with supporting curriculum to result in 200 new certifications in Project Year One.”

The objectives include:

Objective #1:

- Develop a region-based network of North-Central Texas school districts to create and align curriculum with industry needs and certification standards. Anticipated measures: 90% of districts represented will offer courses aligned with aerial robotics by 2020. 200 new certifications (year 1) aligned with the operation of sUAS in participating campuses.

Objective #2:

- Increase CTE enrollment in industry-based certifications by introducing a new pathway to certification aligned with student interest and industry need; aerial robotics. Anticipated measures: 5% increased enrollment in pathways aligned with aerial robotics (ex: STEM, Aerospace, Ag, Construction, Transportation, etc.)

Objective #3:

- Offer 2 PD opportunities for teachers within the designated region to increase their knowledge of the robotics-related curricula, industry needs and standards, and current/emerging best practices. Anticipated measures: 70% of districts represented, 50+ attendees at each event.

The strategies to reach the objectives of the Fort Worth ISD's NCTX are set forth in this proposal and the participating partners have agreed to implement, manage, and monitor the programs, services, and activities described in this proposal in support of the goals and objectives.

III. Outcomes for the Partnership

The long-term outcomes established for NCTX are related to the goals and objectives of the Initiative and include:

1. Provide multi-district professional development event
2. Implement Aerial Robotics coursework at FWISD and partner districts
3. Provide Work-Based Study opportunities to NCTX students
4. Provide Aerial Robotics certifications to project students

Performance indicators for the long term outcomes, as well as short term and intermediate outcomes are set forth in this proposal. The participating partners have agreed to implement, manage, and monitor the programs, services, and activities described in this proposal to achieve all established outcomes.

IV. Information Sharing

The Project Director for FWISD's NCTX will coordinate the communication and information sharing among the participating partners. Methods for sharing information will include monthly meetings of the Core Management Team; quarterly status reports to all NCTX partners; and semi-annual NCTX Program Improvement meetings. Each NCTX partner agrees to appoint one line staff and one Department Manager to represent their agency/organization at appropriate meetings.

V. Roles and Responsibilities of Each Partner

We agree to support the Fort Worth ISD's NCTX in the following ways:

- Continued membership and active participation in the Fort Worth ISD Perkins Reserve Initiative: NCTX.
- Coordinate activities as set forth in this proposal including collection of data and evaluation.
- Collaborate with NCTX partners through the Core Management Team meetings as outlined in this proposal.

- Implement new curriculum and certification for Aerial Robotics.
- Provide for Work-Based Study programming.
- Provide data related to the program as outlined in the program evaluation section of the grant proposal.

INDEMNITY

A. TO THE EXTENT PERMITTED BY LAW, THE FWISD COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS OR SERVANTS ACTING IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT, FROM ANY AND ALL SUITS, CLAIMS OR CAUSES OF ACTION FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, WHICH MAY ARISE OUT OF THE NEGLIGENCE OF FWISD EMPLOYEES, OFFICERS, AGENTS OR SERVANTS; PROVIDED, HOWEVER, THAT THIS INDEMNITY AGREEMENT DOES NOT COVER OR INCLUDE:

- (1) Any liability or obligation to third parties based on any contract to which the FWISD is not a party or
- (2) Any tort claim or liability arising out of the sole negligence of COUNTY; its officers, employees, agents or servants; or
- (3) Any tort claim or liability for which the FWISD would not be liable if the same were asserted directly against the FWISD; or
- (4) Any tort claim or liability arising out of the gross negligence, malicious intent, bad faith, or other intentional, deliberate, willful or malicious act of COUNTY, its officers, agents, employees or servants.

B. FWISD and COUNTY agrees to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages on the premises. FWISD and the COUNTY agree to make its officers, agents, and employees available at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which the COUNTY or FWISD may be responsible hereunder.

C. Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by FWISD or the COUNTY as to any claim of any third party.

D. Nothing herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

E. NONDISCRIMINATION. Neither the City and FWISD, nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract, 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.

The COUNTY and FWISD agree that in the execution, performance or attempted performance of this contract and agreement, they will not discriminate against any person or persons because of sex, race, religion, color, national origin or sexual orientation nor will COUNTY or FWISD permit its agents, employees, subcontractors or program participants to engage in such discrimination.

F. SEVERABILITY. The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph or other part of this agreement shall be determined to be invalid by a court or federal or state

agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

G. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provisions or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

H. APPLICABLE LAW.

(1) This contract shall be construed in accordance with the laws of the State of Texas.

(2) Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas or the Federal Court of the Northern District.

I. SOLE AGREEMENT. This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void.

J. AMENDMENT. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

BELL

3255 Bell Flight Boulevard

Fort Worth, TX 76118

BELL HELICOPTER TEXTRON INC.

By: _____
Name, Title Date

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

AMERICAN AIRLINES

4255 Amon Carter Boulevard

Fort Worth, TX 76155

AMERICAN AIRLINES

By: _____
Name, Title Date

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Candy Slocum, Executive Director

INTERLINK

8445 Freeport Pkwy # 640

Irving, TX 75063

INTERLINK

By: Candy Slocum Executive Director 7/7/2019
Name, Title Date

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

WORKFORCE SOLUTIONS
1320 S. University Dr. Ste 600
Fort Worth, TX 76107

WORKFORCE SOLUTIONS

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Azle Independent School District
300 Roe Street
Azle, TX 76020**

AZLE INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Birdville Independent School District
6125 East Belknap Street
Haltom City, TX 76117**

BIRDVILLE INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Cleburne Independent School District
505 N. Ridgeway, Suite 100
Cleburne, TX 76033**

CLEBURNE INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

Crowley Independent School District
512 Peach Street
Crowley, TX 76036

CROWLEY INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Era Independent School District
108 Hargrove Ln
Era, TX 76238**

ERA INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Grapevine-Colleyville Independent School District
3051 Ira E. Woods Avenue
Grapevine, TX 76051**

GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Hurst-Eules-Bedford Independent School District
1849 Central Dr.
Bedford, TX 76022**

HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Keller Independent School District
350 Keller Parkway
Keller, TX 76248**

KELLER INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Name Title

**Strawn Independent School District
224 E. Walnut St. PO Box 428
Strawn, TX 76475**

STRAWN INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Name, Title

SIGNATORY CLAUSE

The individuals executing this Agreement acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

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

Dr. Kent P. Scribner, Superintendent
Strawn Independent School District
100 N. University Drive
Fort Worth, TX 76107

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Dr. Kent P. Scribner, Superintendent

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE DATA SHARING AGREEMENT BETWEEN FORT WORTH
INDEPENDENT SCHOOL DISTRICT AND STAND FOR CHILDREN**

BACKGROUND:

Stand for Children is a 501(c)(3) organization whose mission is to ensure that all children, regardless of their background, graduate from high school prepared for, and with access to, college or career training. Stand for Children works to accomplish this goal by training educators and campus staff to build relationships with families through the Home Visit Project, which is data driven and research based. This work has demonstrated success in other large urban school districts resulting in increased parent engagement, retention of students in district, and increased success for students both academically and socially.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Data Sharing Agreement between Fort Worth Independent School District and Stand for Children
2. Decline to Approve Data Sharing Agreement between Fort Worth Independent School District and Stand for Children
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Data Sharing Agreement between Fort Worth Independent School District and Stand for Children

FUNDING SOURCE

Not Applicable

COST:

No cost

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

All FWISD campuses

RATIONALE:

Fort Worth ISD recognizes the critical role of parents and families. By strategically engaging in programming that will help a parent deliver quality experiences and necessary supports for his or her child in the home environment, the District will ultimately improve parent engagement, student retention, and close the achievement gap to the benefit of at-risk students. This data sharing agreement seeks to extend the partnership between Fort Worth ISD and Stand for Children to positively impact home and school for students and their children in Fort Worth through the sharing of data.

INFORMATION SOURCE:

Raul Pena

DATA SHARING AGREEMENT
Between
Fort Worth Independent School District
And
Stand For Children

THIS AGREEMENT is entered into on this the 27th day of August, 2019, by and between Stand for Children herein called “Stand” and the Fort Worth Independent School District, herein called “District” for the period August 2019 through July 2022. The parties hereto agree as follows:

1. Stand is entering into this Agreement with the District to provide the following services: training for educators and staff for Home Visit Project, as well as project management for the Home Visit Project. The purpose of the project is support relationship building home visits that positively impact educators, student, and the students’ families. To complete the work required, Stand will require access to District data.
2. The release of District employee information must be in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.
3. The release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA).
4. FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students’ education records. The term “school official” includes contractors, consultants, volunteers, or other parties to whom an educational agency or institution has outsourced institutional services or provided that the outside party--
 - (1) Performs a District service or function for which the District would otherwise use employees;
 - (2) Is under the direct control of the District with respect to the use and maintenance of education records; and
 - (3) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).
5. Student Confidentiality. The District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Stand and its authorized representatives may only receive student information in compliance with the requirements and exceptions outlined in FERPA. Stand and its authorized representatives acknowledge that they must comply with said law and regulations and safeguard student

information. Stand and its authorized representatives may not re-disclose the information to a third party without prior written consent from the District, the parent or eligible student. Stand and its authorized representatives must destroy any student information received from the District when no longer needed for the purposes listed in this Agreement. Stand and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Stand protects its own confidential information.

6. The District will provide the following information to the Stand:
 - A Unique Student ID to allow for unique identification and confidentiality
 - A Teacher ID to allow for unique identification and confidentiality
 - Student attendance and tardy
 - Teacher attendance
 - Disciplinary referrals (number)
 - Core subject progress reporting period, semester grades, state testing scores
 - Demographics: gender, ethnicity, DOB, LEP, At risk, Special Ed status
7. Stand acknowledges that the personally identifiable information from education records provided by the District may only be used to meet the purpose stated in this Agreement.
8. If Stand wants to conduct a survey of students, Stand acknowledges that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). In the event that any Department of Education funding is used for this program, prior written parental consent will be obtained before surveying a student on any of the following topics:
 - a. Political affiliations;
 - b. Mental and psychological problems potentially embarrassing to the student and his/her family;
 - c. Sex behavior and attitudes;
 - d. Illegal, anti-social, self-incriminating and demeaning behavior;
 - e. Critical appraisals of other individuals with whom respondents have close family relationships;
 - f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
 - g. Religious practices, affiliations, or beliefs of the student or parents; or
 - h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The protected categories may also be expanded by future amendments to the PPRA. Parents will have the opportunity to inspect the survey created by a third party before the survey is administered or distributed to the student regardless of the funding source.

9. Stand must destroy all personally identifiable information from education records when the information is no longer needed for the purposes for which the study was conducted. The

destruction must occur within 30 days. The District will provide input on the specific time period and method for destruction based on the facts and circumstances surrounding the disclosure and study. The destruction must be in accordance with the District's records retention policies and procedures. The parties may agree to amend the agreement to extend the time period if needed, but the agreement must include a time limit.

10. Stand designates the following individual or entity as an authorized representative: Stacey Hodge. The authorized representative has authority to bind the entity to the requirements of this agreement. The authorized representative shall also require individuals accessing the personally identifiable information from education records to execute affidavits of nondisclosure or other documentation indicating their individual agreement to handle the personally identifiable information from education records properly.
11. Stand must provide the District with a copy of policies and procedures, consistent with FERPA and other Federal and State confidentiality and privacy provisions, that will be used to protect personally identifiable information from education records from further disclosure (except back to the District) and unauthorized use, including limiting the use of personally identifiable information from education records to only authorized representatives with legitimate interests in the study.
12. Approval to use the personally identifiable information from education records for one Agreement does not confer approval to use the data for another Agreement. The personally identifiable information from education records may only be used for the activities described in this Agreement, in Appendix A, Scope of Work.
13. The points of contact and data custodians (the individuals directly responsible for managing the data in question) are:

District: Stacy Burrell

Stand: Stacey Hodge
14. The disclosure of personally identifiable information from education records to Stand is not an assignment of ownership of the personally identifiable information or records to Stand . The District retains ownership of all such records. Personally identifiable information from education records may only be redisclosed with the District's permission and in compliance with FERPA and its regulations.
15. The District maintains the right to conduct audits or otherwise monitor the Stand receiving personally identifiable information from education records to periodically affirm that the Stand has appropriate policies and procedures in place to protect the personally identifiable information from education records.
16. The failure to comply with the requirements of FERPA will subject the third party to all allowable penalties under state and federal law. In the event that District data is compromised and/or released to an unauthorized individual, Stand must alert Dr. Stacy Burrell upon notification of the breach as soon as practical.

17. **Stand shall defend and hold District harmless from all claims, liabilities, damages, or judgments involving a third party, including District's costs and attorney fees, which arise as a result of Stand's failure to meet any of its obligations under this agreement.**

18. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

By signing, I certify that I have read and agree with the terms of the Data Sharing Agreement and I am authorized to sign and execute on behalf of my institution.

Fort Worth Independent School District

Stand for Children

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____
FWISD Legal Counsel

Date: _____

Exhibit A

Scope of Work

Stand for Children is a 501c3 organization whose mission is to ensure that all children, regardless of their background, graduate from high school prepared for, and with access to, college or career training.

One way we work to accomplish these goals, is by training educators and campus staff to build relationships with families through the Home Visit Project, which is data driven and research based. A recent Johns Hopkins study looks at the positive changes in students and their families after receiving home visits from teachers and staff.

Stand's Commitment:

- Providing 6-10 training sessions each summer
- *At the current time, Stand is conducting training as an "in-kind service". (Each 3.5 hour training session is usually billed at \$5,000 up to 65 participants.)
- Constant contact and coaching during the year
- Assistance, resources or other types of support
- Collect and track all visits by every participant throughout the year

Home Visit Structure:

- Visits happen in teams of two, with at least one teacher of record in attendance
- Visits are 30 minutes minimum
- Teachers and school staff may participate
- Minimum of 4 students visited in the fall and again in the spring, total of 8 visits minimum
- Maximum of 8 students visited in the fall and again in the spring, total of 16 visits maximum for compensation
- Fall visits happen in the first 6 weeks of school; spring visits happen prior to Spring Break
- Home visits occur outside of school day, or contract times
- Each campus must have a Campus Coordinator
- Campus Coordinator is point of contact for Stand and must attend a fall and spring debrief session
- Every participant must log every visit into Stand's data tracker
- Participants will be compensated at \$25/visit/person.

Participants:

- Participation is voluntary for teachers and campus staff
- Chosen based upon those who have support of principal
- MUST complete Stand's one-time 3.5 hour Home Visit Project training, usually in the summer
- Complete a team/campus application by the due date
- Visit students by agreed upon deadlines, enter visit into data tracker by deadlines

Stipend Structure:

- Visits are compensated at \$25/person/visit (30 minute min), total minimum compensation \$200/person; \$400/person maximum compensation
- Campus Coordinators are paid an additional \$100 for the 4 hours of debriefing, and are responsible for conducting the minimum number of visits
- Participants who complete all the agreed upon requirements by the said deadlines will be compensated by Fort Worth ISD in May or June each year with funds raised by Stand.
- No district/campus funds are required.

Goals/Potential Outcomes:

- For teachers and staff to connect with students and families in their homes
- To build relationships and forge teams between teachers/staff and parents
- Ensure students are successful both academically as well as socially
- Increase overall parent engagement
- Retain students in Fort Worth ISD schools

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE DATA SHARING AGREEMENT BETWEEN FORT WORTH
INDEPENDENT SCHOOL DISTRICT AND READ FORT WORTH**

BACKGROUND:

Read Fort Worth is a collective impact effort mobilizing educators, funders, government, businesses, parents and community organizations to see that 100 percent of Fort Worth ISD third-graders read at a college-ready pace by 2025 in support of the school district's 100x25FWTX Initiative. Read Fort Worth serves as a backbone organization that connects and supports existing initiatives, programs and providers through data, communications, and facilitation to dramatically improve early childhood results. The partnership began with a tight focus on FWISD students in pre-K through third grade while laying a foundation for an effort that can grow to serve and partner with organizations across the region. Focused on early grades of school, this partnership between Read Fort Worth and Fort Worth Independent School District seeks to increase the effectiveness of the collective impact programs for both organizations.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Data Sharing Agreement Between Fort Worth Independent School District and Read Fort Worth
2. Decline to Approve Data Sharing Agreement Between Fort Worth Independent School District and Read Fort Worth
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Data Sharing Agreement Between Fort Worth Independent School District and Read Fort Worth

FUNDING SOURCE

Not Applicable

COST:

No cost

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

All FWISD campuses

RATIONALE:

This data sharing agreement seeks to extend the partnership between Fort Worth ISD and Read Fort Worth to positively impact literacy outcomes for children in Fort Worth through the sharing of data.

INFORMATION SOURCE:

Karen Molinar
Raul Pena
Cherie Washington
Jerry Moore

**DATA SHARING AGREEMENT
(FOR EDUCATIONAL RESEARCH PURPOSES)**

BETWEEN

READ FORT WORTH

AND

THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

1. Introduction

1.1 This Data Sharing Agreement for Educational Research Purposes (the “Agreement”) is made between READ FORT WORTH (“RFW”) and the Fort Worth Independent School District (“District”). RFW and the District may be referred to individually as a “Party,” and collectively as the “Parties.”

2. Purpose

2.1 The purpose of this Agreement is to:

- 2.1.1 Establish a working relationship between RFW and the District to collectively improve student outcomes;
- 2.1.2 Identify research studies that RFW will perform for, on behalf, and/or in collaboration with the District to identify best practices and continuous improvement strategies to improve student outcomes;
- 2.1.3 Authorize the use of specified student information to RFW for use in research studies and as described herein;
- 2.1.4 Protect against unauthorized use, disclosure, and access to personally identifiable student information.

2.2 The Parties agree that these purposes serve a bona fide educational purpose and that the RFW has a legitimate educational interest in accordance with 34 C.F.R. § 99.31(a) and as further described below.

3. Process of Collaboration

3.1 Each Party shall ensure that all projects adhere to each Party’s respective institutional guidelines and policies. All RFW Projects as well as other District initiated data research projects will be approved by the District through a Project Authorization. A description of data fields and files to be accessed or requested, including but not limited to Personally Identifiable Information (“PII”), will be provided in each Project Authorization.

4. Research Studies to Improve Instruction and Student Outcomes

4.1 The District has a need for research studies to assist in improving instruction and student outcomes, and wishes to authorize RFW to receive certain data, including education records, from time to time, consisting of individual student-level data concerning its students for the purpose of conducting research studies, in conjunction with RFW's efforts. The Parties will enter into the Project Authorization for each Research Study to be conducted by RFW using data provided by the District. The terms and conditions of each Project Authorization shall be incorporated into this Agreement and become binding on the Parties.

4.2 The Project Authorization(s) will focus multivariate, longitudinal analysis of measurements of progress related to student educational outcomes through improved instruction. RFW will use District data, including education records, to understand educational trends across the District. The Research Studies may be used by the District to inform programmatic strategies for improving educational outcomes in the District and may also consist of analyses intended to be useful to the District in informing education policies, strategies, and practices. The form of each Research Study will be as agreed to by the Parties in the Project Authorization. Subject to the provisions of Section 6, RFW will provide its District research analysis to the District so that each can assess how to better serve students through improved instruction, programming, and other educational strategies.

4.3 RFW will provide research and analysis that will primarily focus on program literacy instruction progress campus progress, relative district progress, and initiative progress related to student educational outcomes. RFW will use District data to understand educational trends across various geographies including but not limited to campus, District, and county. RFW will use county-wide, aggregated data for policy initiatives focused on supporting the efforts of the district and advocating for best practices to support improved literacy instructional practices. RFW will also provide analyses that are useful to the District in informing strategies that impact student outcomes, including but not limited to analysis of the District with the county-wide aggregate if available.

4.4 Subject to the provisions of Section 6, RFW will NOT share, present, or publish District-specific data and results, unless with written approval by the District.

5. Scope of Data to be Disclosed

5.1 In connection with a Project Authorization, the District will share a number of raw data files and fields as listed in the Project Authorization. Should RFW require other data elements in addition to those listed in the original Project Authorization, due to the requirements of a specific Project, the Parties will agree to amend the Project Authorization to include descriptions of those additional data elements. Notwithstanding anything to the contrary, the District will not provide (and RFW will not request) any student's social security number. The particular data files and fields to be shared will be specified on a Project basis as outlined in each Project Authorization and will depend upon the nature of the questions to be addressed by RFW.

5.2 All Project Authorizations and research activities by RFW must be administered with minimal intrusion on instructional time.

5.3 Each Project Authorization shall identify all RFW employees, having a legitimate interest, who will have access PII as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 C.F.R. § 99.3, during the research project described in the Project Authorization, and shall specifically identify the RFW Data Manager whom RFW has designated to be the custodian of the PII obtained from the District for the project. All RFW personnel who have access to PII shall be appropriately trained by RFW to maintain the confidential nature of PII and comply with applicable legal obligations under FERPA, Texas law, this Agreement, and the Project Authorization.

5.4 RFW will use PII shared under this Agreement for no purpose other than to meet the objectives of the research study specified in the Project Authorization. Non-PII will be used by RFW for purposes defined in the Project Authorization and may be used by RFW, in aggregate form, for RFW projects per Section 6.6.

6. Limitations on Use

6.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by the District, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 et seq. The District has determined that RFW has a legitimate educational interest in the educational records, as that term is defined under FERPA, of those students included in the research being conducted by RFW under this Agreement, and that RFW is the agent of the District solely for the purpose of conducting research studies under this Agreement and as authorized by FERPA. RFW shall maintain the confidentiality of student educational records and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.

6.2 To further maintain the confidentiality of student educational records and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records, RFW will perform due diligence in obtaining written consent from the parent or eligible student to allow RFW to share educational records for the purpose stated within this Agreement and Project Authorizations.

6.3 RFW and the District acknowledge that in the event written consent is not obtained, FERPA contains a number of exceptions that allow for the disclosure of student educational records when a written agreement exists with an organization conducting a study to improve instruction.

6.4 Access by RFW to District data shall be governed by the Project Authorization, and RFW may not use PII for any purpose other than the Research Studies.

6.5 Access by the RFW to the District Non-PII data will be used by RFW for purposes defined in the Project Authorization and may not be used by the RFW, in aggregate form, without written permission from the District.

6.6 Notwithstanding any other restriction contained herein, RFW shall have the right to present, publish, or use District data gained in the course of conducting the Research Studies, in aggregate form, with all other participating county districts and school, subject to the provisions of this Section 6, only if such disclosure does not contain personally-identifiable information. Accordingly, any publication or dissemination of data by RFW will be reported in the aggregate and converted to de-identified information. “De-identified information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student’s name; the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as the student’s social security number, student number, or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who RFW or the District reasonably believes knows the identity of the student to whom the education record relates. RFW may not present or publish data comparing or listing specific district and/or school-specific information without written District approval, provided that RFW may share such data with RFW’s Collaborative Action Networks, Executive Council, and Guiding Teams so long as the members of such groups have agreed to keep such information confidential and who have executed a confidentiality agreements with RFW agreeing not to share or disseminate such information provided by RFW.

6.7 RFW will not share, present, or publish District-specific data and results that contain PII with any entity except the District, unless authorized in writing by the District. Notwithstanding the foregoing, RFW shall be permitted to publish and present a Research Study or reports in aggregate form, with no PII, as appropriate and authorized by the District.

6.8 RFW shall cooperate with the District as to any reasonable request to review RFW’s compliance with the terms of this Agreement.

7. Confidentiality of Personally Identifiable Information

7.1 RFW agrees to maintain the confidentiality of student information throughout all stages of conducting the Research Studies, including the final version of the Research Studies, by implementing reasonable data security procedures, controls, and safeguards to ensure that personally identifiable information is protected in accordance with FERPA and Tex. Bus. & Com. Code Chapter 521 (to the extent applicable).

7.2 Student PII will be collected, stored, transmitted, and disposed using the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with this Agreement and any associated Project Authorization; (ii) as provided

above, PII will be restricted in its distribution and accessibility such that only researchers and other authorized person who have agreed to the confidentiality terms of this Agreement may access the data; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed through secure means such as shredding paper files and erasing electronic files.

7.3 RFW will not bear responsibility for safeguarding information that is publicly available, that is not an education record or PII, that is obtained by RFW from third parties without restrictions on disclosure and is not obviously PII or is required to be disclosed by order of a court or other governmental entity.

7.4 Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this Agreement, RFW shall not provide any District data obtained under this Agreement to a third party without the prior written authorization of the District.

7.5 RFW stipulates that this Agreement does not convey ownership of the District data to RFW. The District retains ownership of the personally identifiable information that it provides pursuant to this Agreement.

7.6 If RFW becomes aware of a disclosure or security breach concerning any District data covered by this Agreement, RFW shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in Tex. Bus. & Com. Code §§ 521.002, 521.053, RFW shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the District’s sole discretion, result in the District’s immediately terminating this Agreement.

8. Term and Termination

8.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on June 30, 2022. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.

8.2 Either Party may terminate this Agreement for any reason by giving 30 days’ written notice of termination to the other Party.

8.3 Upon termination, RFW will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to the District that contain PII and remove any other PII from RFW’s computer system. If requested, RFW shall provide the District with an affidavit from an authorized officer of RFW confirming the deletion, destruction or return of data and files containing PII as soon as the action is complete.

9. Financial Arrangements

9.1 RFW will not charge the District for the work being performed under this Agreement. The District agrees as consideration that RFW will be able to use data collected for and on behalf of the District for RFW's analyses and the Research Studies in a manner consistent with this Agreement.

9.2 It is understood that each Party shall be responsible for its own expenses. Neither Party is precluded from independently seeking funding to promote the stated goals and objectives of this Agreement. It is further understood that each Party shall budget and expend such funds in accordance with, and in respect to, their institutional policies.

10. Notices

10.1 The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Karen Molinar
Title: Chief of Staff
Address: 100 N. University Dr.
Fort Worth, TX 76107
Email: karen.molinar@fwisd.org

For Read Fort Worth:

Name: Anel Mercado
Title: Executive Director
Address: 1500 N Main Street
Suite 105
Fort Worth, TX 76164
Email: anel.mercado@readfortworth.org

11. Right to Audit

11.1 The District through its employees or agents, shall have the right to audit RFW's compliance with this Agreement. The District shall give RFW five (5) business days' notice of its intent to audit RFW's compliance. RFW shall cooperate fully with such audit.

12. Responsibility for Improper Disclosure of Personally Identifiable Information

12.1 RFW shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of RFW, its executive council members, officers, employees, or agents. RFW agrees to indemnify the District and hold the District harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of RFW, its board members, officers, employees, or agents, and to defend the District against such claims for damages. The parties agree that the terms and requirements of this Section 12 survive the expiration of the term of this Agreement.

13. Miscellaneous Terms

13.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

13.2 Neither the District nor RFW shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

13.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

13.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

13.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

13.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

13.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

13.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.

13.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.

13.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.

13.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.

13.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between RFW and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.

13.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

13.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

13.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.

13.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

13.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

13.18 Electronic Signature. The Parties hereby agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann. § 322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

13.19 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District, RFW and Partner signify that each Party understands and will comply with the conditions stated above.

Read Fort Worth:

Fort Worth Independent School District:

By: _____

Name: Anel Mercado

Title: Executive Director

Date: _____

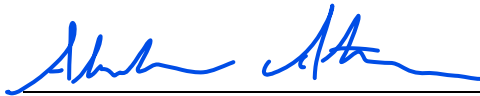
By: _____

Name: Karen Molinar

Title: Chief of Staff

Date: _____

Approved as to Form:



Fort Worth Independent School District
Legal Counsel

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE DATA SHARING AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT, READ FORT WORTH, AND INDIVIDUAL COMMUNITY LITERACY PARTNERS

BACKGROUND:

Read Fort Worth is a collective impact effort mobilizing educators, funders, government, businesses, parents and community organizations to see that 100 percent of Fort Worth ISD third-graders read at a college-ready pace by 2025 in support of the school district's 100x25FWTX Initiative. Read Fort Worth serves as a backbone organization that connects and supports existing initiatives, programs and providers through data, communications, and facilitation to dramatically improve early childhood results. The partnership began with a tight focus on FWISD students in pre-K through third grade while laying a foundation for an effort that can grow to serve and partner with organizations across the region. Focused on early grades of school, this partnership between Read Fort Worth, Fort Worth Independent School District, and Community Partners seeks to increase the effectiveness of summer, after-school, and out-of-school time programs.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Data Sharing Agreement Between Fort Worth Independent School District, Read Fort Worth, and Individual Community Literacy Partners
2. Decline to Approve Data Sharing Agreement Between Fort Worth Independent School District, Read Fort Worth, and Individual Community Literacy Partners
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Data Sharing Agreement Between Fort Worth Independent School District, Read Fort Worth, and Individual Community Literacy Partners

FUNDING SOURCE

Not Applicable

Additional Details

COST:

No cost

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

All FWISD campuses

RATIONALE:

This data sharing agreement seeks to develop and extend the partnership between Fort Worth ISD and Read Fort Worth in support of literacy by including various community literacy partners who wish to work together to find solutions to common concerns related to literacy for the children of Fort Worth served in these programs through data analysis and evaluation of best practices. As the number of students participating in community literacy partner programs continues and increases, it is important to work collaboratively to support students and the partner systems.

INFORMATION SOURCE:

Karen Molinar
Raul Pena
Cherie Washington
Jerry Moore

**DATA SHARING AGREEMENT
(FOR EDUCATIONAL RESEARCH PURPOSES)**

BETWEEN

READ FORT WORTH,

THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

AND

(PARTNER ORGANIZATION)

1. Introduction

1.1 This Data Sharing Agreement for Educational Research Purposes (the “Agreement”) is made between READ FORT WORTH (“RFW”), the Fort Worth Independent School District (“District”) and PARTNER ORGANIZATION (Partner). RFW, the District and Partner may be referred to individually as a “Party,” and collectively as the “Parties.”

2. Purpose

2.1 The purpose of this Agreement is to:

- 2.1.1 Establish a working relationship between RFW, the District, and Partner to collectively improve student outcomes;
- 2.1.2 Identify research studies that RFW will perform for, on behalf and or in collaboration with the District and partner to identify best practice and continuous improvement strategies to improve student outcomes;
- 2.1.3 Authorize the use of specified student information to RFW for use in research studies and as described herein;
- 2.1.4 Protect against unauthorized use, disclosure and access to personally identifiable student information.

2.2 The Parties agree that these purposes serve a bona fide educational purpose and that the RFW has a legitimate educational interest in accordance with 34 C.F.R. § 99.31(a) and as further described below.

3. Process of Collaboration

3.1 Each Party shall ensure that all projects adhere to each Party’s respective institutional guidelines and policies. All RFW Partnership Projects as well as other District initiated data research projects will be approved by the District through a Project Authorization. A description of data fields and files to be accessed or requested, including but not limited to Personally Identifiable Information (“PII”), will be provided in each Project Authorization.

4. Research Studies to Improve Instruction and Student Outcomes

4.1 The District and Partner have a need for research studies to assist in improving instruction and student outcomes, and wishes to authorize RFW to receive certain data, including education records, from time to time, consisting of individual student-level data concerning its students for the purpose of conducting research studies, in conjunction with RFW's Partnership efforts. The Parties will enter into the Project Authorization for each Research Study to be conducted by RFW using data provided by the District and the Partner. Each Project Authorization needs to be approved in writing by each Party to this Agreement. The terms and conditions of each approved Project Authorization shall be incorporated into this Agreement and become binding on the Parties.

4.2 The Project Authorization(s) will focus on multivariate, longitudinal analysis of measurements of progress related to student educational outcomes through improved instruction. RFW will use District and Partner data, including education records, to understand educational trends across the District. The Research Studies may be used by the District and the Partner to inform programmatic strategies for improving educational outcomes in the District and within Partner programs and may also consist of analyses intended to be useful to the District in informing education policies, strategies and practices. The form of each Research Study will be as agreed to by the Parties in the Project Authorization. Subject to the provisions of Section 6, RFW will provide its District research analysis to the District and Partners so that each can assess how to better serve students through improved instruction, programming and other educational strategies.

4.3 RFW will provide research and analysis to the Partner that will primarily focus on program literacy instruction progress and initiative progress related to student educational outcomes. RFW will use District and Partner data to understand educational trends across various geographies including but not limited to campus, District and county. RFW will use county-wide, aggregated data for policy initiatives focused on supporting the efforts of Partners and advocating for best practices to support improved literacy instructional practices. RFW will also provide analyses that are useful to the District in informing Partners strategies that impact student outcomes, including but not limited to analysis of the District with the county-wide aggregate if available.

4.4 Subject to the provisions of Section 6, RFW will NOT share, present, or publish District-specific or Partner-specific data and results, unless with written approval by the District and Partner.

5. Scope of Data to be Disclosed

5.1 In connection with a Project Authorization, the District and Partner will share a number of raw data files and fields as listed in the Project Authorization. Should RFW require other data elements in addition to those listed in the original Project Authorization, due to the requirements of a specific Project, the Parties may agree to amend the Project Authorization to include descriptions of those additional data elements. Notwithstanding anything to the contrary,

the District and Partner will not provide (and RFW will not request) any student's social security number. The particular data files and fields to be shared will be specified on a Project basis as outlined in each Project Authorization and will depend upon the nature of the questions to be addressed by RFW.

5.2 All Project Authorizations and research activities by RFW must be administered with minimal intrusion on instructional time.

5.3 Each Project Authorization shall identify all RFW employees, having a legitimate interest, who will have access PII as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 C.F.R. § 99.3, during the research project described in the Project Authorization, and shall specifically identify the RFW Data Manager whom RFW has designated to be the custodian of the PII obtained from the District and the Partner for the project. All RFW personnel who have access to PII shall be appropriately trained by RFW to maintain the confidential nature of PII and comply with applicable legal obligations under FERPA, Texas law, this Agreement, and the Project Authorization.

5.4 RFW will use PII shared under this Agreement for no purpose other than to meet the objectives of the research study specified in the Project Authorization. Non-PII will be used by RFW for purposes defined in the Project Authorization and may be used by RFW, in aggregate form, for RFW Partnership projects per Section 6.7.

6. Limitations on Use

6.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by the District, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations 34 C.F.R. § 99.1 et seq. The District has determined that RFW and the Partner has a legitimate educational interest in the educational records, as that term is defined under FERPA, of those students included in the research being conducted by RFW under this Agreement, and that RFW is the agent of the District solely for the purpose of conducting research studies under this Agreement and as authorized by FERPA. RFW and any third-party affiliated researchers shall maintain the confidentiality of student educational records and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.

6.2 To further maintain the confidentiality of student educational records and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records, Partner will perform due diligence in obtaining written consent from the parent or eligible student to allow Partner to share educational records for the purpose stated within this Agreement and Project Authorizations. The Partner agrees to provide RFW and/or the District, upon request, documentation of student privacy protocols use by Partner.

6.3 RFW, the District, and Partner acknowledge that in the event written consent is not obtained, FERPA contains a number of exceptions that allow for the disclosure of student educational records when a written agreement exists with an organization conducting a study to improve instruction.

6.4 Access by RFW to District and Partner data shall be governed by the Project Authorization, and RFW may not use PII for any purpose other than the Research Studies.

6.5 Access by the Partner to District data or other RFW partner data may not be used for any other purpose other than the approved Research Studies.

6.6 Access by the Partner to RFW, the District or other RFW partner Non-PII data will be used by the Partner for purposes defined in the Project Authorization and may not be used by the Partner, in aggregate form, without written permission from the District and RFW.

6.7 Notwithstanding any other restriction contained herein, RFW shall have the right to present, publish, or use District data gained in the course of conducting the Research Studies, in aggregate form, with all other participating county districts and school, subject to the provisions of this Section 6, only if such disclosure does not contain personally-identifiable information. Accordingly, any publication or dissemination of data by RFW will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who RFW or the District reasonably believes knows the identity of the student to whom the education record relates. RFW may not present or publish data comparing or listing specific districts, school-specific and/or Partner-specific information without written District and Partner approval, provided that RFW may share such data with RFW's Collaborative Action Networks, Executive Council, and Guiding Teams so long as the members of such groups have agreed to keep such information confidential and who have executed a confidentiality agreements with RFW agreeing not to share or disseminate such information provided by RFW.

6.8 RFW will not share, present, or publish District-specific or Partner-specific data and results that contain PII with any entity except the District, unless authorized in writing by the District and Partner. Notwithstanding the foregoing, RFW shall be permitted to publish and present a Research Study or reports in aggregate form, with no PII, as appropriate and authorized by the District.

6.9 RFW shall cooperate with the District and Partner as to any reasonable request to review RFW's compliance with the terms of this Agreement.

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7.1 RFW agrees to maintain the confidentiality of student information throughout all stages of conducting the Research Studies, including the final version of the Research Studies, by implementing reasonable data security procedures, controls, and safeguards to ensure that personally identifiable information is protected in accordance with FERPA and Tex. Bus. & Com. Code Chapter 521 (to the extent applicable).

7.2 Student PII will be collected, stored, transmitted, and disposed using the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with this Agreement and any associated Project Authorization; (ii) as provided above, PII will be restricted in its distribution and accessibility such that only researchers and other authorized person who have agreed to the confidentiality terms of this Agreement may access the data; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed through secure means such as shredding paper files and erasing electronic files.

7.3 RFW will not bear responsibility for safeguarding information that is publicly available, that is not an education record or PII, that is obtained by RFW from third parties without restrictions on disclosure and is not obviously PII or is required to be disclosed by order of a court or other governmental entity.

7.4 Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this Agreement, RFW shall not provide any District or Partner data obtained under this Agreement to a third party without the prior written authorization of the District.

7.5 RFW stipulates that this Agreement does not convey ownership of the District data to RFW. The District retains ownership of all the data, including any PII, that it provides pursuant to this Agreement.

7.6 If RFW becomes aware of a disclosure or security breach concerning any District data covered by this Agreement, RFW shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in Tex. Bus. & Com. Code §§ 521.002, 521.053, RFW shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the District's sole discretion, result in the District's immediately terminating this Agreement.

8. Term and Termination

8.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on December 31, 2019. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.

8.2 Either Party may terminate this Agreement for any reason by giving 30 days' written notice of termination to the other Party.

8.3 Upon termination, RFW will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to the District that contain PII and remove any other PII from RFW's computer system. If requested, RFW shall provide the District with an affidavit from an authorized officer of RFW confirming the deletion, destruction or return of data and files containing PII as soon as the action is complete.

9. Financial Arrangements

9.1 RFW will not charge the District or Partners for the work being performed under this Agreement. The District agrees as consideration that RFW will be able to use data collected for and on behalf of the District for RFW's analyses and the Research Studies in a manner consistent with this Agreement.

9.2 It is understood that each Party shall be responsible for its own expenses. Neither Party is precluded from independently seeking funding to promote the stated goals and objectives of this Agreement. It is further understood that each Party shall budget and expend such funds in accordance with respect to their institutional policies.

10. Notices

10.1 The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Karen Molinar
Title: Chief of Staff
Address: 100 N. University Dr.
Fort Worth, TX 76107
Email: karen.molinar@fwisd.org

For Read Fort Worth:

Name: Anel Mercado
Title: Executive Director
Address: 1500 N Main Street
Suite 105
Fort Worth, TX 76164
Email: anel.mercado@readfortworth.org

For Partner Organization:

Name:
Title:
Address:
Email:

11. Right to Audit

11.1 The District through its employees or agents, shall have the right to audit RFW and Partner’s compliance with this Agreement. The District shall give RFW and Partner five (5) business days’ notice of its intent to audit RFW and Partner’s compliance. RFW and Partner shall cooperate fully with such audit.

12. Responsibility for Improper Disclosure of Personally Identifiable Information

12.1 RFW shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of RFW, its executive council members, officers, employees, or agents. RFW agrees to indemnify the District and hold the District harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of RFW, its board members, officers, employees, or agents, and to defend the District against such claims for damages. The parties agree that the terms and requirements of this Section 12 survive the expiration of the term of this Agreement.

13. Miscellaneous Terms

13.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

13.2 Neither the District, RFW nor the Partner shall use the other Party’s name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

13.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

13.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

13.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

13.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

13.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

13.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.

13.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.

13.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.

13.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.

13.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between RFW, the Partner and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.

13.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including

gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

13.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

13.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.

13.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

13.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

13.18 Electronic Signature. The Parties hereby agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann. § 322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

13.19 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District, RFW and Partner signify that each Party understands and will comply with the conditions stated above.

Read Fort Worth:

Fort Worth Independent School District:

By: _____
Name: Anel Mercado
Title: Executive Director
Date: _____

By: _____
Name: Karen Molinar
Title: Chief of Staff
Date: _____

Partner:

Approved as to Form:

By: _____
Name:
Title:

Fort Worth Independent School District
Legal Counsel

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE EDUCATION AFFILIATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE UNIVERSITY OF TEXAS AT ARLINGTON FOR CLINICAL INTERNSHIP/FIELD EXPERIENCE

BACKGROUND:

The following Education Affiliation Agreement between the University of Texas at Arlington (UTA) and Fort Worth ISD provides educational experiences for students enrolled in the College of Education at UTA. The term is for one year and is automatically renewable for successive one-year terms, not to exceed a period of five years. Our participation in the program is to provide teacher mentors to student teachers enrolled in UTA at the request of the student teacher. The District is not obligated to provide placements that may be requested. There is not an exchange of funds associated with this Agreement.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Education Affiliation Agreement Between Fort Worth Independent School District and the University of Texas at Arlington
2. Decline to Approve Education Affiliation Agreement Between Fort Worth Independent School District and the University of Texas at Arlington
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Education Affiliation Agreement Between Fort Worth Independent School District and the University of Texas at Arlington

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

University of Texas at Arlington

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District mentors to be assigned to University of Texas at Arlington Student Teachers

RATIONALE:

Approval will allow for placement of a future educator in FWISD schools and assist student teachers who participate in the University of Texas at Arlington Teacher Certification Program to be mentored by a Fort Worth ISD teacher during field experience. These student teachers also provide valuable classroom support to Fort Worth ISD cooperating/mentor teachers.

INFORMATION SOURCE:

Cynthia Rincón

Education Affiliation Agreement

This Agreement is effective as of September 1, 2019 (“the Effective Date”), by and between the University of Texas at Arlington (“UTA”), which is a state-supported institution of higher education established pursuant to sections 61.003 et seq. of the Texas Education Code, and Fort Worth Independent School District (“Facility”), which is a political subdivision of the State of Texas. UTA and Facility shall be known collectively as “the Parties” and singularly as “a Party” or “the Party.”

Whereas, the Parties seek to provide educational experiences for an agreed upon number of students enrolled in programs of the College of Education (“Department”) at UTA; (“Students”).

Now therefore, the parties agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF UTA

UTA shall fulfill the following terms, obligations, and covenants:

1. Provide information and assistance to Facility to implement a program of educational experiences, (“Program”) suitable to each Student, including Students with disabilities;
2. Inform Facility as soon as possible of the names and arrival dates of Students and the name, address, and telephone number of the Program Director (and any UTA designated liaisons) who will be available to assist the Facility personnel and Students of the Program and who will be responsible to maintain on-going contact with Facility’s designated representative;
3. Assign to Facility only Students who have fulfilled prerequisites for the educational experience; and
4. Inform Students and faculty members of the necessity to comply with Facility’s policies and procedures.

ARTICLE 2 – RESPONSIBILITY OF FACILITY

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide supervised learning experiences providing Students the opportunity to observe Facility Programs to cover learning objectives, skill development areas, learning experiences, and intended learning outcomes;
2. Cooperate with UTA regarding any performance appraisals, Student progress, and other functions of the Program;
3. Provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference; and

4. Provide Students with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Students will be able to meet the requirements of Facility.

ARTICLE 3 – RESPONSIBILITIES OF PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

1. Under this Agreement, UTA, Students, and any UTA personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners or joint venturers of Facility;
2. Facility is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for Students. In the event a Student should, independent of the Agreement, be employed by Facility, this section and Article 3 Section 1 shall not apply to the employed Student during the hours in which such Student is performing services as an employee of Facility;
3. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
4. Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
5. Facility shall explicitly have the right to refuse or dismiss Students in relation to any background check or screening by Facility or unsuccessful completion of required Facility trainings by Students;
6. Facility shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility; and
7. To the extent permitted by the constitution and laws of the State of Texas and without waiver of sovereign immunity or any other defense to which UTA or Facility is or may be entitled to assert, each party shall indemnify and hold harmless the other party from and against any claims, costs, including reasonable attorney's fees, liabilities, or causes of action arising out of the parties negligent acts or omissions. Neither Party hereto shall be obligated to indemnify the other for such other Party's negligent acts. This indemnification provision shall survive termination of this Agreement.

ARTICLE 4 – TERM AND TERMINATION

1. This Agreement shall remain in effect for one (1) year from the Effective Date and then shall automatically renew for successive one-year terms, not to exceed a period of five years, unless sooner terminated in accordance with applicable provisions of this Agreement.
2. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement, with or without cause, after thirty (30) calendar days' written

notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training at Facility will be allowed to complete their stipulated courses of study.

3. Facility shall further have the right to demand immediate removal of any Student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the safety of Facility's faculty, staff, students, or personnel or to the orderly business functioning of Facility.

ARTICLE 5 – GENERAL PROVISIONS

1. This Agreement will be construed by the laws of the State of Texas, exclusive of its conflict of laws, provisions and venue for purposes of claims, or litigation shall lie in Tarrant County, Texas.
2. The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
3. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

The University of Texas at Arlington

Ft. Worth Independent School District

Name: Dr. Denise Collins

Name: Cynthia Rincon

Title: Assistant Dean of Educational Field Experiences

Title: Chief of Human Capital Management

Address: Box 19026, 503 West 3rd St., Carlisle Hall #509, Arlington TX 76019

Address: Fort Worth ISD, 100 N. University Dr., Fort Worth, TX 76107

With a copy to:

Dr. Teresa Taber Doughty

With a copy to:

Fort Worth Independent School District

Office of Legal Services

Attn: Chief Legal Counsel

100 N. University Dr., Ste. SW 172

Fort Worth, TX 76107

4. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the authorized agent of the other Party.
5. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
6. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or UTA or Facility policies, that part of the Agreement shall be reformed, if reasonably possible to comply with applicable law, statute or regulations and in any event, the remaining parts of the Agreement shall be fully effective and operative in so far as reasonably possible.

7. A waiver of either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
8. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
9. This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

In witness thereof, the Parties have executed this Agreement in multiple counterparts.

Ft. Worth ISD

The University of Texas at Arlington

By: _____
 Name: Kent P. Scribner, Ph. D.
 Title: Superintendent
 Fort Worth ISD

By: _____
 Name:
 Title:

Date: _____

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE MEMORANDUM OF AGREEMENT BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND UNIVERSITY
OF NORTH TEXAS**

BACKGROUND:

The following Memorandum of Agreement (MOA) between the University of North Texas and Fort Worth ISD provides educational experiences for students enrolled in the College of Education at UNT. The term of this agreement is for three years. Our participation in the program is to provide teacher mentors to student teachers enrolled in UNT at the request of the student teacher. The District is not obligated to provide placements that may be requested. There is not an exchange of funds associated with this Agreement.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Agreement Between Fort Worth Independent School District and University of North Texas
2. Decline to Approve Memorandum of Agreement Between Fort Worth Independent School District and University of North Texas
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Memorandum of Agreement Between Fort Worth Independent School District and University of North Texas

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

University of North Texas

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District mentors to be assigned to the University of North Texas Student Teachers

RATIONALE:

Approval will allow for placement of a future educator in FWISD schools and assist student teachers who participate in the University of North Texas Teacher Certification Program to be mentored by a Fort Worth ISD teacher during field experience. These student teachers also provide valuable classroom support to Fort Worth ISD cooperating/mentoring teachers.

INFORMATION SOURCE:

Cynthia Rincón

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN UNIVERSITY OF NORTH TEXAS
AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Field Placement Agreement ("Agreement") is effective as of the 1st day of September, 2019, by and between the University of North Texas ("UNT"), on behalf of its College of Education, and Fort Worth ISD ("School District"), a political subdivision of the State of Texas, for the purpose of establishing or continuing a clinical practice school site. UNT and School District shall be known collectively as the "Parties."

WHEREAS, the Parties to this Agreement are committed to advancing the learning of EC-12 students, teacher candidates, and practicing educators, and to improving public education through collaboration and development;

WHEREAS, the Parties to this Agreement believe that school districts and universities benefit from collaborating to advance both shared missions and unique characteristics in service of continuous improvement of educator preparation; and

WHEREAS, this Agreement is intended and shall be interpreted to meet the statutory requirements for educator preparation programs adopted by the State Board for Educator Certification.

THEREFORE, the Parties mutually agree on the following:

I. Term and Termination

1. The term of this Agreement is three (3) years from the effective date.
2. This Agreement may be terminated, with or without cause, upon thirty (30) days written notice by either of the Parties.
3. Termination of this Agreement shall not interfere with the continuance of any clinical practice placement initiated prior to the notice of termination. In such event, clinical practice placement will proceed in accordance with the terms and conditions of this Agreement until completed.
4. This Agreement may be amended by either of the Parties upon notice to the other, which must be reduced to writing and signed by both parties.

II. UNT Obligations

UNT will:

1. Provide Clinical Teaching Handbook(s) ("Handbook"), for each semester of the clinical practice that explains the program for teacher candidates and UNT contact information.
2. Provide a Director of Clinical Practice ("Director") who provides oversight and coordination of all required clinical practice experiences associated with teacher education courses. Director responsibilities include coordinating with School District administrators, cooperating/mentor teachers, UNT faculty, and UNT field supervisors to secure clinical practice placements, developing clinical practice materials and assessments, and training UNT supervisors and

cooperating/mentor teachers.

3. Provide an orientation for UNT faculty, staff, field supervisors, and cadre coordinators who serve in supervisory positions. The orientation will provide an overview of the clinical practice programs and the responsibilities of participants.
4. Designate cadre coordinators for students who are placed in cadres. Cadre coordinators serve as intermediaries between the Director and UNT field supervisors. Their duties may include assisting with placements and conducting seminars for teacher candidates, UNT field supervisors, and cooperating/mentor teachers. This designation will occur in advance of the start of the cadre, if possible.
5. Identify representatives from UNT and School District to serve on the Educator Preparation Advisory Council ("EPAC"). The EPAC will meet annually to review policies and Handbook(s) and will provide recommendations for any changes. The EPAC will meet annually to review the terms of this Agreement and make recommendations for changes.
6. Provide clear expectations in a timely manner regarding schedules, assignments, and assessments.
7. Assign UNT faculty and staff who will support teacher candidates and cooperating/mentor teachers throughout the course of the clinical practice placement.
8. Work to ensure that practices and policies increase the capacity of teacher candidates to work effectively with diverse learners and their families.

The terms of this Agreement do not prohibit UNT from entering into an agreement with another university to supervise a clinical teacher from another university.

III. School District:

School District will:

1. Provide placement opportunities in ethnically, linguistically, and socio-economically diverse communities and populations.
2. Designate adequate space for facilitating clinical practice, including meeting space, and for on-site PDS methods course delivery and/or seminars, as administratively possible.
3. Not recruit Clinical Teachers away from the program as teachers of record prior to their completion of the full teacher education program.
4. Limit use of teacher candidates as substitute teachers to no more than ONE time during the clinical practice experience.
5. Designate cooperating/mentor teachers who are qualified and willing to mentor student teachers. A qualified cooperating/mentor teacher will be in compliance with all applicable national and state accreditation requirements.

6. Collaborate with UNT in providing annual orientation activities for teacher candidates and UNT personnel.
7. Provide information about clinical practice placements in school or district-wide communications, including newsletters, list-serves, and meetings if applicable.
8. School District will assist UNT in the assessment and feedback of the clinical practice program by completing assessment forms provided by UNT in a timely manner.
9. School District campuses may accept teacher candidates from universities other than UNT. Notwithstanding the preceding sentence, School District must adhere to the terms of this Agreement, regardless of the presence of another university's teacher candidates on a campus.

IV. Miscellaneous

1. UNT teacher candidates are held to the Code of Ethics and Standard Practices for Texas Educators as printed in the Handbook. Teacher Candidates shall comply with state regulations, written local school board policies, and other applicable state and federal laws.
2. School District will notify UNT of any teacher candidate conduct that violates the policies of the School District or the Code of Ethics and Standard Practices for Texas Educators. Notification shall be in writing.
3. In the event a teacher candidate is to be suspended or dismissed from any placement, the School District will follow the Procedures for Suspension and termination in the Handbook and consult with UNT before finalizing such action, unless immediate removal is required by law.
4. Nothing herein shall be deemed to create any association, partnership, joint venture, joint enterprise, or agency relationship between the Parties. In providing the foregoing services, the parties shall act as independent contractors.
5. The failure of either party to enforce any provision, to exercise any available remedy, or to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of any right or remedy.
6. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or UTA or Facility policies, that part of the Agreement shall be reformed, if reasonably possible to comply with applicable law, statute or regulations and in any event, the remaining parts of the Agreement shall be fully effective and operative in so far as reasonably possible.
7. This Agreement and the rights and duties hereunder shall not be assigned by either party without the express written consent of the other party.
8. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used in order to resolve any claim for breach of contract against

UNT.

9. This writing constitutes the entire Agreement by the Parties. No later modification of this Agreement shall have force or effect unless set forth in writing and executed by authorized representatives of both Parties, or by mutual agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
11. Notices, consents, approvals, demands, requests, and other communications provided for or permitted to be given under this Agreement shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To School District:
Fort Worth Independent School District
Name of District Contact:
Cynthia Rincon
Chief of Human Capital Management
100 N. University Drive, Ste. NW 130
Fort Worth TX 76107

(2) With Copies to:
Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr., Ste. SW 172
Fort Worth, TX 76107

(3) To UNT:

Name of Contact: _____
Address: _____

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement to be effective upon signature by both Parties.

UNIVERSITY OF NORTH TEXAS

By: Provost Stanley

Date: 11/10/19

Fort Worth Independent School

District By: _____
Name
Title
Date

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN
TARLETON STATE UNIVERSITY AND FORT WORTH INDEPENDENT
SCHOOL DISTRICT FOR INTERN PLACEMENT**

BACKGROUND:

FWISD Early Learning Department has obtained a Community Partnerships Grant from the Texas Education Agency (TEA) to improve early literacy and family and community engagement in five schools in the 76119 area, listed below. As part of this effort, districts are required to partner with institutions of higher learning to ensure that we have a pipeline of highly qualified teachers and teacher assistants to teach in early learning classrooms.

STRATEGIC GOAL:

3- Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Tarleton State University and Fort Worth Independent School District for Intern Placement
2. Decline to Approve Memorandum of Understanding Between Tarleton State University and Fort Worth Independent School District for Intern Placement
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between Tarleton State University and Fort Worth Independent School District for Intern Placement

FUNDING SOURCE

Additional Details

No cost

Not Applicable

COST:

Not Applicable

VENDOR:

Tarleton State University

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

Early Learning Department
 A.M. Pate Elementary School
 Christine C. Moss Elementary School
 Clifford Davis Elementary School
 Harlean Beal Elementary School
 Sunrise-McMillian Elementary School
 Child Care Centers: Sunrise Early Learning Academy, Pollywog Early Learning Academy, Lisa’s Little Angels, KIDS Rainbow Academy

RATIONALE:

Tarleton State agrees to recruit and train interns and/or recent graduates to work cooperatively with the Pre-K programs at five targeted elementary schools and 76119 child care centers. Fort Worth ISD will arrange for placement of interns and/or recent graduates in the five targeted elementary schools and 76119 child care centers in the 2019-2020 school year to begin to develop a pipeline of highly qualified teachers and teacher assistants in early learning classrooms.

INFORMATION SOURCE:

Jerry Moore

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TARLETON STATE UNIVERSITY
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING is made by and between Tarleton State University ("TSU"), a member of The Texas A&M University System, an agency of the State of Texas, with its primary offices located in Stephenville, Texas, and Fort Worth Independent School District (FWISD).

WHEREAS, TSU offers programs in Early Childhood Education, Child and Family Studies, and Social Work, and has capabilities for training, recruitment and supervision of interns, as well as research into quality early childhood programming; and,

WHEREAS, FWISD seeks assistance with several areas of need in the 76119 area which could be positively impacted by cooperative action: the accessibility of quality programming for Pre-K children during the school day and during Out of School Time, both within FWISD's Pre-K classes and in community child care settings, and an increase in family and community engagement in and near these five elementary schools: Harlean Beal, Clifford Davis, Christine Moss, Sunrise-McMillan, and A.M. Pate.

It is mutually agreed upon that the two parties will work collaboratively towards this means as follows:

I.
TSU AGREES TO:

- A. Recruit and train interns and/or recent graduates to work cooperatively with the Pre-K programs at five target elementary schools and 76119 child care centers. This could involve conducting assessments, serving as teacher assistants during the school day or for out of school time programs, and assisting with family outreach to engage families in the children's education as well as to connect families with needed community services.
- B. Provide protocol, training and certification for interns and school and child care center staff for assessments such as CLASS, and assist with supervision of interns in conducting assessments.
- C. Provide training and information to school and child care administrators on appropriate educational activities and curriculum for Pre-K students.

_____ -- Tarleton State University (CL)

- D. Assist with development of appropriate Pre-K Out of School Time activities that align to FWISD pre-K curriculum.
- E. Assist with developing protocol for longitudinal study of Pre-K students as they travel through the cradle to career continuum to track differences in achievement based on various factors such as location of Pre-K programming, training of staff, attendance, parent participation, etc.

II.
FWISD AGREES TO:

- A. Arrange for placement of interns/recent graduates in the five target elementaries and 76119 child care centers, and dependent upon availability of funding, provide stipends or opportunities to apply for paid part-time temp employment.
- B. Work with the five target elementaries and 76119 child care centers to allow interns/recent graduates to conduct observations and assessments with Pre-K students. Based upon availability of funding, provide stipends for training and certification for CLASS and other assessments as needed.
- C. Assist with arrangements for participation by FWISD and child care center administrators and staff in training opportunities related to Pre-K and Early Childhood education, as well as family engagement.
- D. Based on funding availability, provide stipends to TSU academic staff for coordination, training, research and curriculum guidance.

III.
BOTH PARTIES AGREE:

- A. The Parties agree to identify and make all reasonable efforts to resolve any issue related to the implementation of this MOU including, but not limited to, those related to financing, course scheduling, personnel, facilities, technology, and other available resources.
- B. The Parties agree to conduct an annual evaluation of this MOU, with the first to occur no later than December, 2019. Any changes needed to be made to this MOU will be done so in writing, and agreed upon by both parties.

IV.
TERM AND TERMINATION

The term of this MOU will begin on the date of full signature execution and will extend through August, 2020. Either party may terminate this Agreement with (90) days advance written notice to the other party. In the event this MOU is terminated, both parties agree to make completion provisions for individual students participating in the program at the time of termination.

V.
MISCELLANEOUS

- A. Assignability. Neither party may assign its rights or duties under this MOU without the prior written consent of the other Parties;
- B. Notice. Any notice, demand, or communication required, permitted, or desired to be given under this MOU, shall be deemed effectively given when delivered personally, sent by telecopy, email or mailed by prepaid Certified Mail, return receipt requested, addressed to the Party at the following addresses:

TSU: Tarleton State University

With a copy to: Tarleton State University
Contract Specialist
Box T-0600
Stephenville, Texas 76402

AFFILIATE:

- C. Enforceability. Should any provision of the MOU be held invalid or unconstitutional by any governmental body or court of competent jurisdiction, that holding shall not diminish the validity of any other provision of this MOU.
- D. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

- E. Construction. Common nouns and pronouns and all other terms shall be deemed to refer to the masculine, feminine, neuter and singular or plural, as the identity of the person or persons, firm or association may in the context require.
- F. Binding Effect. The provisions of this MOU shall insure to the benefit of, and shall be binding upon the personal representatives and legatees of each of the Parties.
- G. Multiple Copies. This MOU and its Amendments, if any, shall be in writing and may be executed in multiple copies. Each multiple copy, if any, shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- H. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of the MOU shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- I. Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Tarleton and the DPS to attempt to resolve any claim for breach of contract made by DPS that cannot be resolved in the ordinary course of business. The DPS shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Finance & Administration of Tarleton, who shall examine the DPS's claim and any counterclaim and negotiate with the DPS in an effort to resolve the claim.
- J. Entire agreement. This MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements, understandings or negotiations between the parties. This MOU shall not be modified or amended, except in a written instrument executed by both parties.
- K. Public Information
 - (a) AFFILIATE acknowledges that TSU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - (b) Upon TSU's written request, AFFILIATE will provide specified public information exchanged or created under this Agreement that is not otherwise accepted from disclosure under chapter 552, Texas Government Code, to TSU in a non-proprietary format acceptable to TSU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TSU has a right of access.

(c) AFFILIATE acknowledges that TSU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

IN WITNESS WHEREOF, the Parties have executed this MOU in duplicate originals effective as of the date and year first above written.

TARLETON STATE UNIVERSITY

By: _____ Date _____
Dr. Karen R. Murray
PROVOST & Executive Vice President for Academic Affairs

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____ Date _____
Elsie Schiro
Chief, Business And Financial Service

Tarleton Intern Contract

Attachment A: Section I

I.C. Key Performance Measure

Measure of the Tarleton Intern Placement for the schools in the Community Partnership grant (Davis, Beal, Sunrise-McMillan, Pate and Moss) and the partnership Childcare centers (Sunrise Early Learning, Pollywog Early Learning, Lisa's Little Angels, KIDS Rainbow Academy) will be based on:

- Increased Kindergarten readiness of the 4-year-olds in the program

Measures	Timeline	Success Criteria
# of hours interns interact with students in classroom	August 2019 - May 2020	30 % increase in students score on assessment

I.C.2. Analysis of program cost: No cost

**CONSENT AGENDA ITEM
BOARD MEETING
AUGUST 27, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING FOR CLASS PRE-K COACHING INITIATIVE STRENGTHENING TEACHER-CHILD INTERACTIONS ON HEAD START PRE-K PLUS CAMPUSES

BACKGROUND:

The Classroom Assessment Scoring System (CLASS) is a measurement of teacher-child interactions, which affects the totality of the learning experience in the classroom. The collaboration we currently have with Child Care Associates funds the CLASS in all the collaboration classrooms in FWISD campuses. This initiative expands the CLASS to the non-collaboration classrooms for those 9 FWISD campuses that are part of the collaboration. This initiative will provide additional classroom coaching from an approved classroom coach at no additional cost as well as fund the CLASS assessment for the non-collaboration classrooms.

STRATEGIC GOAL:

INCREASE STUDENT ACHIVEMENT

ALTERNATIVES:

1. Approve Memorandum of Understanding for CLASS Pre-K Coaching Initiative Strengthening Teacher-Child Interactions on Head Start Pre-K Plus campuses
2. Decline to Approve Memorandum of Understanding for CLASS Pre-K Coaching Initiative Strengthening Teacher-Child Interactions on Head Start Pre-K Plus campuses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding for CLASS Pre-K Coaching Initiative Strengthening Teacher-Child Interactions on Head Start Pre-K Plus campuses

FUNDING SOURCE

Additional Details

No cost

Not applicable

COST:

Not applicable

VENDOR:

Child Care Associates

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

W.M. Green, Hubbard Heights, Worth Heights, Sagamore Hill, W.J. Turner, Atwood McDonald, Alice Contreras

RATIONALE:

Coaching teachers is the most impactful means of transforming classroom instruction. With the limited early learning specialists, this initiative would assist the District in meeting the needs of more Pre-Kindergarten teachers through coaching in the classroom.

INFORMATION SOURCE:

Jerry Moore

Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

I. PARTIES TO THE MOU:

This Memorandum of Understanding (MOU) represents a collaborative agreement between **Child Care Associates**, herein referred to as "CCA" **Early Learning Alliance**, herein referred to as "ELA," and **Fort Worth Independent School District**, herein referred to as "ISD," for services relating to the CLASS Pre-K Coaching Initiative."

II. PERIOD OF MOU:

The MOU period will be a one-year term, effective August 1, 2019 to May 31, 2020, renewable up to one additional year.

III. INITIATIVE PURPOSE:

The purpose of this initiative is to:

- A) Utilize the Classroom Assessment Scoring System (CLASS) tool as an approach to the continuous improvement of teacher-child interactions in identified Pre-K classrooms;
- B) Provide CLASS-responsive coaching supports to Pre-K teachers for the school year, and
- C) Allow data sharing among the parties with respect to the project to build an aggregate snapshot of early childhood quality among participating classrooms in Tarrant County.

IV. PURPOSE of MOU:

The purpose of the MOU is to:

- A) Provide information about the CLASS Pre-K Coaching Initiative;
- B) Overview shared goals between parties, and
- C) Define agreements between parties.

V. INITIATIVE OVERVIEW:

HISTORY:

ELA and CCA have collaborated over several years with participating nonprofits, child care agencies, Head Start agencies and ISDs/Charters to improve the quality of teacher-child interactions and instructional quality in early childhood classrooms for children ages 0-5 in Tarrant County (the Class Instructional Quality Initiative). This initiative was built upon introducing the use of the CLASS tool and external assessors to provide a more rigorous, data-informed, research-informed process to coaching being currently provided in early childhood classrooms across Head Start, Early Head Start, child care and Pre-K. Southern Methodist University's (SMU's) Center on Research and Evaluation (CORE) has provided CLASS-reliable

Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

assessors to externally assess early childhood classrooms 2x annually, to provide simple, teacher-friendly reports to understand areas of strength and areas to improve, and to help provide an aggregate snapshot of early childhood quality across a diverse delivery system of early childhood providers.

CLASS PRE-K COACHING INITIATIVE WITH ISDs and CHARTERS:

CCA has accessed private resources to expand the CLASS initiative to include participating ISD and Charter school Pre-K classrooms. CCA would manage the Initiative to offer the CLASS assessments from SMU-CORE assessors 2x annually, to provide classroom and ISD/Charter CLASS reports to understand the quality of teacher-child interactions, and to provide coaching hours from a contracted CLASS-reliable coach. CCA will contract with qualified coaches to offer coaching and collaboration hours to ISD and CCA will manage all costs and payments related to the coaches and SMU assessors.

VI. SHARED GOALS:

All Parties agree that:

- A) A coordinated system of early learning and care is important to delivering strong outcomes for young children;
- B) Research and local experience support that quality interactions between adults and children are critical to building strong child outcomes hence forming a foundation for high quality instruction in early childhood settings;
- C) The use of external assessments conducted by skilled, independent professionals is useful for neutrality and ongoing feedback to strengthen the quality improvement process for teachers and schools;
- D) The common use of a university assessor provides quality analysis that builds confidence in the quality and integrity of early childhood education in its various forms;
- E) The alignment of early childhood programs and classrooms across organizational and program boundaries promotes a strong approach to analysis of early education as a system in Tarrant County;
- F) Data from the CLASS assessments may be used at an aggregate level to indicate strengths, opportunities, challenges and gaps, and
- G) Integrated initiatives such as the CLASS Instructional Quality Initiative represent an opportunity to accelerate the school readiness of all children.
- H) Individual classroom data will be shared with the coach and classroom teacher and any other personnel the district/charter designates

Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

VII. AGREEMENTS:

Child Care Associates agrees to:

- A) Serve as initiative's fiduciary lead and is responsible for all costs incurred in contracting with a coach, travel and other costs incurred by the coach for this initiative, and in all costs related to SMU-CORE assessing each Pre-K classroom 2x annually; cover costs incurred by the coaches for the collaboration and communication time needed with the school district or charter, with ELA and among the CLASS coaches.
- B) Serve as the fiscal lead to the philanthropic funder including providing reports and updates;
- C) Provide CLASS assessments 2x annually to 14 classrooms (see Appendix) with total coach hours not to exceed 865 except by mutual agreement;
- D) Contract with coaches who have passed background checks and to ensure SMU provides CLASS-reliable assessors who have passed background checks;
- E) Facilitate assessment scheduling with university contractor (SMU) to support timely and effective delivery of services;
- F) Support scheduling and use of awarded hours;
- G) Monitor timelines of contractors to ensure timely and effective delivery of services and troubleshoot any problem areas;
- H) Convene, support and train coaches including the competent use of the CLASS tool;
- I) Share aggregate level data with all parties in the partnership including CLASS coaches and share aggregate data for community analysis among child care, Pre-K and other early childhood providers; (See Appendix for example of CLASS classroom-level assessment)
- J) Use the Results-Based Accountability (RBA) tool from Early Learning Alliance to analyze and share aggregate results only.
- K) Not share individual classroom level and site level data with parties other than the ISD/Charter and individual school leadership;
- L) Facilitate a data meeting with coaches and ISD leadership, as least two times annually;
- M) Troubleshoot with districts/charters when difficulties or challenges occur;
- N) Commit to developing and implementing coaching processes that support continuous improvement, and
- O) Conduct a process evaluation to assess the strength of the initiative and how to improve over time.
- P) CCA will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all

Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

persons, whether employees of negligence in the performance of its obligation to the extent permitted by Texas law.

ISD agrees to:

- A) Participate in the CLASS Pre-K Coaching Initiative by authorizing CLASS assessors from SMU-CORE and CCA-contracted coaches to engage in designated schools and classrooms (See Appendix);
- B) Introduce partnering teachers, school leadership and coaches to the initiative before the school year begins;
- C) Provide Early Learning Alliance with the minimum information needed to plan and coordinate classroom observations, including teacher name, school/center name and address, age level of classroom;
- D) Appoint a contact person for SMU to communicate key information and points of clarity regarding logistics of classroom observations;
- E) Participate in a process evaluation at mid-year and end-of-year upon request;
- F) Support school and/or ISD/Charter leadership to meet with the coach at least 2x annually to collaboratively review CLASS data and mutually identify an effective use of coaching hours based on CLASS results;
- G) Support a district/school/charter rep to participate in ELA collaboration and/or data meetings two times annually;
- H) Support continuous improvement of Pre-K teaching personnel using CLASS framework and to not use CLASS data for punitive purposes.
- I) ISD will indemnify and hold harmless CCA and ELA, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for Injury, including legal fees and disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law.

Early Learning Alliance agrees to:

- A) Use SMU-CORE results and/or the Results-Based Accountability (RBA) tool from Early Learning Alliance to analyze and share aggregate results only.
- B) Not share individual classroom level and site level data with parties other than the ISD/Charter and individual school leadership;
- C) Facilitate CLASS scheduling and reporting, and
- D) Facilitate conflict resolution between parties, as needed.
- E) ELA will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for Injury, including

Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

legal fees and disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law.

VIII. CONFIDENTIALITY:

Confidential information ("Confidential Information") of each Party will mean information that each desires to protect against unauthorized use or disclosure, and which is furnished under this Agreement:

- A) Written or other tangible information clearly marked with a notice such as "Confidential";
- B) Verbal information that is specifically identified at the time of disclosure as being confidential, provided that the confidential nature of such oral information is confirmed in writing within 7 days.
- C) The receiving party will treat Confidential Information as proprietary and confidential; safeguarding it at least as carefully as organizations would with their own Confidential Information. The receiving party will not disclose any Confidential Information to any third party without prior written consent from the disclosing party. If the receiving party learns of any unauthorized use or disclosure of any Confidential Information, it will promptly notify the disclosing party of the Confidential Information, and will reasonably cooperate with efforts to protect such Confidential Information.
- D) The receiving party will use Confidential Information only for the teaching, research or mission of the receiving party, and for no other purpose without prior written consent from the disclosing party. All Confidential Information will remain the property of the disclosing party and will be returned or destroyed upon request. The receiving party will limit use of Confidential Information provided to its specific purpose.


Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

Signature - Child Care Associates

Date

Printed Name, Title



Signature - ISD

7/22/19

Date

Cheryl Mixon, Executive Director

Printed Name, Title

Signature - Early Learning Alliance

Date

Printed Name, Title

Memorandum of Understanding

CLASS Pre-K Coaching Initiative – Strengthening Teacher-Child Interactions

APPENDIX A: ISD IDENTIFIED CAMPUSES AND CLASSROOMS

This form is subject to final review and should be completed by ISD and returned to CCA by no later than July 1, 2019.

Classroom	Campus	Classroom
1.	W.M. Green	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
2.	W.M. Green	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
3.	Hubbard Heights	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
4.	Hubbard Heights	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
5.	Worth Heights	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
6.	Worth Heights	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
7.	Sagamore Hill	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
8.	Turner	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
9.	Atwood McDonald	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
10.	Atwood McDonald	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
11.	Atwood McDonald	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
12.	Alice Contreras	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
13.	Alice Contreras	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual
14.	Alice Contreras	<input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE STUDENT FEES AND REPLACEMENT CHARGES FOR THE 2019–2020 SCHOOL YEAR

BACKGROUND:

Board Policy FP(LOCAL): Student Fees, Fines, and Charges prohibits the collection of fees from students unless approved by the Board. Therefore, each year, updated lists of materials and other replacement costs are prepared for Board approval. Attached are three reports that reflect these charges. The changes for the 2019–2020 school year are noted in red.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Student Fees and Replacement Charges for the 2019–2020 School Year
2. Decline to Approve Student Fees and Replacement Charges for the 2019–2020 School Year
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Student Fees and Replacement Charges for the 2019–2020 School Year

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

\$0

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, middle, and high schools

RATIONALE:

Updated lists of student fees and material replacement charges will inform school staff, students, and parents of current fees and charges. Upon Board approval, the lists will be posted in the principals' packet for further distribution to department chairs, teachers, and others as appropriate. This information does not reflect the fees assessed for the replacement of state-adopted instructional materials.

INFORMATION SOURCE:

Jerry Moore

ELEMENTARY SCHOOL REPLACEMENT FEES AND FINES

Library

- Damage or loss of District-owned library books and materials – cost not to exceed the cost or replacement

MIDDLE SCHOOL REPLACEMENT FEES AND FINES

Athletics

- Damage or Loss of a District-owned Uniform – cost not to exceed the cost of repair or replacement
- Damage or Loss of District-owned Equipment – cost not to exceed the cost of repair or replacement

Choral Music

- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

Instrumental Music

- Instrument Maintenance Fee for District-Owned Instruments - \$40/semester
- Damage or Loss of a District-Owned Instrument – cost not to exceed the cost of repair or replacement
- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

Identification Cards

No charge for initial issue of identification card that is required by the District or the campus to be displayed on the student. A \$5.00 fee may be assessed to replace a lost or damaged ID card.

JCC

- Damage or Loss of JCC Polo Shirt - \$10.00
- Damage or Loss of JCC Black Pants - \$20.00

Library

- Damage or Loss of District-owned library books and materials – cost not to exceed the cost or replacement

Locks

- No more than \$1.00/semester
- If two students share a locker, cost would be no more than \$.50/student

Mathematics

- TI-73 Graphics Calculator \$57.76
- TI-84+ Calculator \$95.22
- TI-84 EZ Spot Calculator \$95.22
- TI-84+ Silver Edition \$113.50
- TI-Nspire Graphing Handheld \$113.51
- TI-Nspire CX Graphing Handheld \$120.23
- CBR Calculator Based Ranger System \$80.92

Physical Education

- Lock Rental Fee \$3 maximum per semester
- Lock Replacement Fee \$8
- Towel Fee \$5 maximum per semester
- Uniform Rental \$10 per semester
- Uniform Replacement \$20 or cost per district bid, whichever is less
- Uniform Purchase \$10 per shirt maximum
\$10 per short maximum
- Laundering \$5 maximum per semester for gym suit
- HRM Elastic Strap Purchase \$6
- Pedometer Replacement \$30
- Off-Campus PE Waiver Requests A local student fee of \$100 per semester or \$150 per year for processing off-campus PE waiver requests.

Student Technology

DiG-iN 1:1 Program – Dell Latitude

- Laptop Replacement \$616.75
- Laptop Battery Replacement \$89.99
- Laptop AC Adapter Replacement \$44.99
- Laptop Carrying Case Replacement \$15.00
- Replacement Carrying Strap \$3.00
- Malicious or Negligent Damage
 - Minor Repair \$159
 - Major Repair \$269
 - Cracked Screen \$269

DiG-iN 1:1 Program – Acer Chromebook

- Chromebook Replacement \$339.19
- Chromebook AC Adapter Replacement \$23.00
- Chromebook Carrying Case Replacement \$11.00
- Replacement Carrying Strap \$3.00
- Malicious or Negligent Damage
 - Repair \$159
 - Cracked Screen \$159

DiG-iN 1:1 Program – Hewlett Packard-ZBook

- Laptop Replacement \$1,293.00
- Laptop AC Adapter Replacement \$65.25
- Laptop Carrying Case Replacement \$22.00
- Replacement Carrying Strap \$3.00
- Malicious or Negligent Damage
 - Minor Repair \$159
 - Major Repair \$269
 - Cracked Screen \$269

WIFI Hotspot Mobile Device \$72.00

HIGH SCHOOL REPLACEMENT FEES AND FINES

AG Mechanics

- Leather Work Boots \$65

Athletics

- Damage or Loss of a District-owned Uniform – cost not to exceed the cost of repair or replacement
- Damage or Loss of District-owned Equipment – cost not to exceed the cost of repair or replacement

Choral Music

- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

Cosmetology Program

- Permit \$25
- Cosmetology Kit \$250

Culinary Program

- Chef's Uniform, including shoes \$100

Education and Training Program

- Child Development Associate Value Package with Preschool Competency Standards Book \$95, for students choosing to earn the Child Development Associate (CDA) Credential™

Fire Science Program

- Fire retardant boots \$55
- 3 sets of uniform pants, shirts & athletic attire \$60 - \$120

Health Science Program

- Scrub pants, top, jacket \$65

Welding Program

- Leather work boots \$65

Identification Cards

No charge for initial issue of Identification card that is required by the District or the campus to be displayed on the student. A \$5.00 fee may be assessed to replace a lost or damaged ID card.

Instrumental Music

- Instrument Maintenance Fee for District-Owned Instruments - \$40/semester
- Damage or Loss of a District-Owned Instrument – cost not to exceed the cost of repair or replacement
- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

JROTC

- **Army**
 - Damage or Loss of Service Dress Uniform - \$175 - \$275
- **Air Force**
 - Damage or Loss of Service Dress Uniform - \$185 - \$450
- **Navy**
 - Damage or Loss of Service Dress Uniform - \$175 - \$245

Library

- Damage or Loss of District-owned library books and materials – cost not to exceed the cost or replacement

Locks

- No more than \$3.00/year
- If two students share a locker, cost would be no more than \$1.50/student

Mathematics

- TI-84+ Calculator \$95.22
- TI-84+ EZ Spot Calculator \$95.22
- TI-84+ Silver Edition \$113.50
- TI-Nspire Graphing Handheld \$113.51
- TI-Nspire CX Graphing Handheld \$120.23
- TI Nspire Navigator System \$2,340 (system that connects teacher and student calculators. Calculators sold separately. 32 User Standard)
- CBR Calculator Based Ranger System \$80.92
- CBL 2 Calculators Based Laboratory 2 \$144.50

Physical Education

- Lock Rental Fee \$3 maximum per semester
- Lock Replacement Fee \$8
- Towel Fee \$5 maximum per semester
- Uniform Rental \$10 per semester
- Uniform Replacement \$20 or cost per district bid, whichever is less
- Uniform Purchase \$10 per shirt maximum
\$10 per short maximum
- Laundering \$5 maximum per semester for gym suit
- HRM Elastic Strap Purchase \$6
- Pedometer Replacement \$30
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Student Technology

DiG-iN 1:1 Program – Dell Latitude

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• Laptop Battery Replacement	\$89.99
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• Laptop Carrying Case Replacement	\$15.00
• Replacement Carrying Strap	\$3.00
• Malicious or Negligent Damage	
○ Minor Repair	\$159
○ Major Repair	\$269
○ Cracked Screen	\$269

DiG-iN 1:1 Program – Acer Chromebook

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○ Repair	\$159
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• Replacement Carrying Strap	\$3.00
• Malicious or Negligent Damage	
○ Minor Repair	\$159
○ Major Repair	\$269
○ Cracked Screen	\$269

WIFI Hotspot Mobile Device	\$72.00
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Student Transcripts

- Current Students, through the campus Registrar No Charge, Official & Unofficial
- Former Students, through the Student Records Office \$3.00, Official
- Former Students, through the Student Records Office \$2.00, Unofficial

Student Parking \$35.00/maximum per year

Tuition for High School Courses

High school students who are enrolled full time at a traditional campus and are in need of additional credits can enroll in after-school courses for credit at Success High School. The cost of the course is free for District students and \$220 for out-of-District students.

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE THE 2019-2020 FORT WORTH ISD COMPENSATION
MANUAL**

BACKGROUND:

The Fort Worth ISD Compensation Manual serves as a guide to administer salaries and other compensation in an equitable manner and to assist the District in the recruitment and retention of its employees. The Compensation Manual is a working document that is normally updated throughout a school year as changes become necessary due to deletion, modification, and additions of job types and/or for other compensation-related reasons. After Board approval, the 2019-2020 Compensation Manual will be available for review on the Fort Worth ISD website. An executive summary outlining the changes in the Compensation Manual is attached. To view the Compensation Manual, please click on the link below.

<https://www.fwisd.org/Page/13941>

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve the 2019-2020 Fort Worth ISD Compensation Manual.
2. Decline to Approve the 2019-2020 Fort Worth ISD Compensation Manual.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the 2019-2020 Fort Worth ISD Compensation Manual.

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

Compensation and Employee Records Department

RATIONALE:

A Compensation Manual is required for the effective and efficient administration of salaries, extra-duty pay, and stipends. It also serves as a valuable resource for employees to better understand how compensation is calculated and/or determined.

INFORMATION SOURCE:

Elsie Schiro

Compensation Manual Update Summary

Unlike prior years, there have been major changes to the 2019-2020 Compensation Manual. These changes are due in large part to House Bill 3 (HB3) and the Districts 2019-2020 compensation package. These changes have allowed for increases to the minimum salaries of the pay ranges.

- Pages All: Updated all dates, and general formatting for uniformity in fonts and margins.
- Pages 1-6: Updated all names, and titles.
- Pages 7-15: No Changes.
- Page 16: Updated for Teacher Salary Schedule (employees hired prior to the 19-20 SY) and created a new hire Teacher Salary Schedule for the 19-20 SY (employees hired for the 19-20 SY).
- Page 18: Created a Nurse Salary Schedules for the 19-20 SY for employees hired prior to the 19-20 SY and created a new hire Nurse Salary Schedules for the 19-20 SY for employees hired for the 19-20 SY.
- Pages 19-22: Updated Counselor and Librarian Salary Schedules (employees hired prior to the 19-20 SY) and created new hire Counselor and Librarian Salary Schedules for the 19-20 SY (employees hired for the 19-20 SY).
- Pages 26-30: Added/deleted/updated titles, contract days, pay grades and pay ranges the 100 pay grade series.
- Pages 31-32: Added/deleted/updated titles, contract days, pay grades and pay ranges the 200 pay grade series.
- Pages 33-35: Added/deleted/updated titles, contract days, pay grades and pay ranges the 300 pay grade series.
- Page 36: Added/deleted/updated titles, contract days, pay grades and pay ranges the 400 pay grade series.

- Pages 37-38: Added/deleted/updated titles, contract days, pay grades and pay ranges the 600 pay grade series.
- Pages 39-40: Added/deleted/updated titles, contract days, pay grades and pay ranges the 700 pay grade series.
- Pages 41-44: Added/deleted/updated titles, contract days, pay grades and pay ranges the 800 pay grade series.
- Pages 45-47: Added/deleted/updated titles, contract days, pay grades and pay ranges the 900 pay grade series.
- Page 48: Added/deleted/updated titles, contract days, pay grades and pay ranges the EE pay grade series.
- Pages 49-56: Added/deleted stipend pay codes; **added stipend titles not previously listed**; updated contact information.
- Page 57-64: Updated the Supplemental Pay Schedules pertaining to summer and part-time hourly/daily rates.
- Page 65: Added additional wording to clarify that hired and “or rehired” employees after August 31, 2003 are not eligible for terminal pay.
- Page 69: Updated Vacation section due to the 2019-2020 adoption of local personal days.

***All updates/changes are annotated in red.**

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE THE SALE OF A TAX FORECLOSED PROPERTY AT 1905 E. VICKERY BOULEVARD, FORT WORTH, TEXAS

BACKGROUND:

After tax-foreclosure by the City of Fort Worth, the property located at 1905 E. Vickery Boulevard, Fort Worth, Texas, was advertised for sale in October of 2018 but received no bids for the advertised price of \$129,669.85. The property is in need of significant repairs. The City of Fort Worth recommends to advertise and sell the property at the proposed reduced purchase price of \$91,248.65, which includes fees incurred by the City of Fort Worth. Sale of the property would place the property back on the tax rolls in order to generate revenue to benefit all of the taxing entities. As required by law, post judgment taxes would be paid in addition to the successful sealed bid purchase price.

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Sale of a Tax Foreclosed Property at 1905 E. Vickery Boulevard, Fort Worth, Texas
2. Decline to Approve the Sale of a Tax Foreclosed Property at 1905 E. Vickery Boulevard, Fort Worth, Texas
3. Remain to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Sale of a Tax Foreclosed Property at 1905 E. Vickery Boulevard, Fort Worth, Texas

FUNDING SOURCE

Additional Details

No Cost

Not applicable

COST:

Not applicable

VENDOR:

Not applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business and Finance

RATIONALE:

The City has requested the sale of a tax foreclosed property at 1905 E. Vickery Boulevard, Fort Worth, Texas, at a reduced price in order to place the property back onto the tax rolls in order to generate revenue to benefit all of the taxing entities, including Fort Worth ISD. It is in the best interest of the Fort Worth ISD to approve this sale for the amount specified.

INFORMATION SOURCE:

Elsie I. Schiro

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE CLOSEOUT OF THE CONTRACT WITH RATCLIFF CONSTRUCTORS, LP. FOR POLYTECHNIC HIGH SCHOOL - BID PACKAGE 066A (RFCSP #17-066) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 11, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 066A (RFCSP 17-066). This Bid Package consisted of construction services at TEA 009- Polytechnic High School. The work commenced on June 23, 2017, and was substantially completed on August 3, 2018, as inspected by the A/E firm, Brown Reynolds Watford Architects, Inc. Ratcliff Constructors, LP. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

Original Contract Amount:	\$4,951,661.00	Original Contract Time:	395 Days
Previous Change Orders:	\$146,850.96	Days Added in Previous CO:	99 Days
Final Change Order:	(\$6,049.99)	Final Change Order Time:	99 Days
Final Contract Amount:	\$5,092,461.97	Final Contract Time:	406 Days
Previously Paid:	(\$4,837,838.87)		
Reduction to Retainage	(\$210.00)		
Final Payment Due:	\$129,893.09		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of the Contract with Ratcliff Constructors, LP. for Polytechnic High School - Bid Package 066A (RFCSP #17-066) and Authorization of Final Payment in the 2013 Capital Improvement Program
2. Decline to Approve Closeout of the Contract with Ratcliff Constructors, LP. for Polytechnic High School - Bid Package 066A (RFCSP #17-066) and Authorization of Final Payment in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of the Contract with Ratcliff Constructors, LP. for Polytechnic High School - Bid Package 066A (RFCSP #17-066) and Authorization of Final Payment in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-00-2116-000-000-00-000-000000

COST:

\$129,893.09 - Not to Exceed

VENDOR:

Ratcliff Constructors, LP.

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 009 Polytechnic High School

RATIONALE:

Ratcliff Constructors, LP. has completed all work as required per the terms of its construction contract. The work has been inspected by Brown Reynolds Watford Architects, Inc. The project has been reviewed and accepted by the CIP Construction Manager, and a financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR YOUNG MEN'S LEADERSHIP ACADEMY ADDITION/ RENOVATIONS JOB NO. 083-131 (RFQ #19-091) 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 Young Men’s Leadership Academy Addition / Renovations project with the following schedule of events:

First Advertisement	Monday, February 25, 2019
Second Advertisement	Monday, March 4, 2019
Pre-Proposal Conference – 2:00pm CST	Thursday, March 7, 2019
Deadline for Questions – 2:00pm CST	Wednesday, March 13, 2019
Addendum Posted	Tuesday, March 19, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Tuesday, March 26, 2019
Evaluation Meeting	Tuesday, April 2, 2019
Issue Step 2 to Short List (Schedule Interviews)	Tuesday, April 2, 2019
Receive Step 2 - GC’s & Fees	Friday, April 5, 2019
Interview Firms on Short List; Rank Submissions	Monday, April 8, 2019
Board Approval of CMAR Firm (Revised)	Tuesday, August 27, 2019

The District received 10 Statements of Qualifications, nine of which were compliant:

- Balfour Beatty Construction, LLC
- Bartlett Cocke General Contractors, LLC
- Byrne - Potere - A Joint Venture
- Con - Real Group
- CZOT - MGS LLC
- ICI Construction, Inc.
- J E Dunn - Phillips/May JV
- Reeder General Contractors, Inc.
- Turner | Source Joint Venture

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Four (4) firms were selected to move on to the Step II process:

Step II – The second step consisted of a Request for Proposal (“RFP”) process where the four (4) 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. Turner | Source Joint Venture
2. J E Dunn - Phillips/May JV
3. Byrne - Potere - A Joint Venture
4. Con - Real Group

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 Young Men's Leadership Academy Addition/Renovations Job No. 083-131 (RFQ #19-091) 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 Young Men's Leadership Academy Addition/Renovations Job No. 083-131 (RFQ #19-091) 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 Young Men's Leadership Academy Addition/Renovations Job No. 083-131 (RFQ #19-091) in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-083-99-000-083131

COST:

\$40,000 - Not to Exceed

VENDOR:

Turner | Source Joint Venture

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-091

Number of Bid/Proposals Received: 10

Number of Compliant Bid/Proposals Received: 9

Joint Venture Firms: 5

HUB Firms: 8

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 #083 Young Men's Leadership Academy

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

**ACTION AGENDA ITEM
BOARD MEETING
August 27, 2019**

TOPIC: APPROVE RESOLUTION CALLING FOR THE REDEMPTION OF CURRENT OUTSTANDING DISTRICT BOND OBLIGATIONS AND PROVIDING FOR THEIR PAYMENT AT REDEMPTION AND AUTHORIZATION TO DESIGNATE DISTRICT OFFICER(S) TO EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS AND TO APPROVE OTHER MATTERS IN CONNECTION WITH THE REDEMPTION

BACKGROUND:

Section 45.001(a)(2) of the Texas Education Code permits a school district to levy an I&S tax to pay the principal of and interest on bonds on or before the principal becomes due. The District's Unlimited Tax School Building Bonds, Series 2010 (the "2010 Bonds") become eligible for early redemption beginning on February 15, 2020. The Redemption Resolution authorizes and directs the Superintendent and/or the Chief Financial Officer of the District to call for redemption a portion of the 2010 Bonds in order to terminate the payment of interest thereon and to reduce the District's aggregate debt service requirements. It is anticipated that the balance of the 2010 Bonds will be called for redemption and redeemed with the proceeds of refunding bonds to be issued in the fourth quarter of 2019. The redemption of a portion of the 2010 Bonds pursuant to the Redemption Resolution is not contingent upon the issuance of refunding bonds in 2019.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution Calling for the Redemption of Current Outstanding District Bond Obligations and Providing for Their Payment at Redemption and Authorization to Designate District Officer(s) to Effectuate the Redemption of These Obligations and to Approve Other Matters in Connection with the Redemption
2. Decline to Approve Resolution Calling for the Redemption of Current Outstanding District Bond Obligations and Providing for Their Payment at Redemption and Authorization to Designate District Officer(s) to Effectuate the Redemption of These Obligations and to Approve Other Matters in Connection with the Redemption
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution Calling for the Redemption of Current Outstanding District Bond Obligations and Providing for Their Payment at Redemption and Authorization to Designate District Officer(s) to Effectuate the Redemption of These Obligations and to Approve Other Matters in Connection with the Redemption

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:

The redemption of the 2010 Bonds will pay off bond interest early, thereby reducing the District’s aggregate debt service requirements.

INFORMATION SOURCE:

Elsie I. Schiro

RESOLUTION CALLING FOR THE REDEMPTION OF CURRENT OUTSTANDING DISTRICT BOND OBLIGATIONS AND PROVIDING FOR THEIR PAYMENT AT REDEMPTION AND AUTHORIZATION TO DESIGNATE DISTRICT OFFICER(S) TO EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS AND TO APPROVE OTHER MATTERS IN CONNECTION WITH THE REDEMPTION

**BOARD OF EDUCATION
BOARD MEETING: AUGUST 27, 2019
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 27th day of August, 2019, the Board of Education (BOE) for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and ;

WHEREAS, the BOE previously adopted an order on June 8, 2010 (the “2010 Order”), authorizing the issuance of obligations designated as “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2010”, dated September 1, 2010, in the original principal amount of \$103,715,000 (the “2010 Obligations”); and

WHEREAS, the 2010 Obligations are currently outstanding in the principal amount of \$81,345,000 and mature on February 15 in each of the years 2020 through 2030; and

WHEREAS, the 2010 Obligations maturing on and after February 15, 2021 are subject to redemption prior to maturity on February 15, 2020 or on any date thereafter, at the option of the District; and

WHEREAS, the 2010 Order provides the notice requirements to effectuate the redemption of the 2010 Obligations that are subject to redemption prior to their applicable Stated Maturity (as defined in the 2010 Order); and

WHEREAS, it is in the best interest of the District and its residents to redeem prior to their maturity a portion of the eligible 2010 Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the District’s aggregate debt service requirements; and

WHEREAS, the District currently anticipates issuing refunding bonds in the current fiscal year for the purpose of refunding all or a portion of the 2010 Obligations not redeemed pursuant to this Redemption Resolution (the “2019 Refunding Bonds”); and

WHEREAS, in order to maximize savings and preserve flexibility in the structure of the anticipated 2019 Refunding Bonds, it is in the best interest of the District that the selection of the specific maturities of the 2010 Obligations be delegated to certain designated officers of the District;

NOW, THEREFORE, BE IT RESOLVED by the BOE of the Fort Worth Independent School District that:

SECTION 1: The Superintendent and/or the Chief Financial Officer of the District (either, a “Designated Officer”) are hereby authorized and directed to (a) call for redemption, on or before February 15, 2020, a portion of the 2010 Obligations eligible to be redeemed prior to their Stated Maturity (the

“Redeemed Obligations”), with such portion to be in the approximate amount of \$10,000,000, (b) select the specific maturities or portions thereof of the 2010 Obligations that are to be called for redemption and constitute the Redeemed Obligations, and (c) give notice of such redemption to the paying agent/registrars for the Redeemed Obligations as provided in the 2010 Order. This election to redeem is irrevocable upon adoption of this Redemption Resolution by the Board. The District shall transfer on or before February 15, 2020 its lawfully available funds to the paying agent/registrars for the Redeemed Obligations.

SECTION 2: The Designated Officer is authorized to evidence adoption of this Redemption Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent and purpose hereof.

SECTION 3: The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District’s Bond Counsel, the District’s Financial Advisors, and the paying agent/registrars for the Redeemed Obligations, respectively, and any other party whose services have been determined by the District to be necessary to accomplish the purpose and intent of this Redemption Resolution.

SECTION 4: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Redemption Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 5: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Redemption Resolution are hereby repealed to the extent of such conflict, and the provisions of this Redemption Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6: This Redemption Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: If any provision of this Redemption Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Redemption Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Redemption Resolution would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Redemption Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Redemption Resolution, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

SECTION 9: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board hereby delegates to the Designated Officer or her or his designee the authority to independently select the counterparty to any contract that is determined by the Designated Officer, the District’s Financial Advisors, or Bond Counsel to be necessary or incidental to carry out the provisions of this Redemption Resolution, as long as each of such contracts has a value

of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the “Ancillary Contracts”); and, as necessary, to execute the Ancillary Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Contracts.

SECTION 10: This Redemption Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

FOR: _____ **AGAINST:** _____

PASSED AND APPROVED, this the ____ day of _____, 2019.

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

ATTEST:

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

(DISTRICT SEAL)

**ACTION AGENDA ITEM
BOARD MEETING
AUGUST 27, 2019**

TOPIC: APPROVE ORDINANCE ADOPTING THE 2019-2020 TAX RATES

BACKGROUND:

The Board of Education (BOE) adopted the District’s 2019-2020 budgets at the June 25, 2019 BOE meeting and amended the General Fund Budget on August 13, 2019. The proposed budgets were developed with a proposed Tax Rate of \$.99 for Maintenance and Operations and \$.2920 for Interest and Sinking for a Total Tax Rate of \$1.2820. Therefore, the District is recommending the Board adopt a Maintenance and Operations Tax Rate of \$.99 and an Interest and Sinking Tax Rate of \$.2920 for a Total Tax Rate of \$1.2820. The Notice of Public Meeting on the proposed tax rates was advertised as required by law for the August 27, 2019 BOE meeting.

Section 26.05(a) of the Tax Code requires the governing body adopt an ordinance setting tax rates to fund adopted budgets. Section 26.05(b) states, “A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.”

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Adopt an Ordinance Setting the 2019-2020 Tax Rates of \$.99 for Maintenance and Operations and \$.2920 for Interest and Sinking
2. Decline to Adopt an Ordinance Setting the 2019-2020 Tax Rates of \$.99 for Maintenance and Operations and \$.2920 for Interest and Sinking
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Adopt an Ordinance Setting the 2019-2020 Tax Rates of \$.99 for Maintenance and Operations and \$.2920 for Interest and Sinking.

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All District Departments and Campuses

RATIONALE:

The Tax Code requires the District to adopt tax rates for the current tax year and to notify the assessor of the adopted rates no later than September 30th annually. The adoption of tax rates is also required to generate revenue that will fund the 2019-2020 adopted budgets.

INFORMATION SOURCE:

Elsie Schiro

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
AUGUST 27, 2019
ORDINANCE ADOPTING 2019-2020 TAX RATES**

On this the 27th day of August, 2019, the Board of Education (BOE) for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

WHEREAS, the BOE adopted the 2019-2020 budgets at the June 25, 2019, BOE meeting and amended the General Fund budget at its August 13, 2019, BOE meeting. The proposed budgets and amended General Fund budget were developed with a proposed tax rate of \$.99 for Maintenance and Operations and \$.2920 for Interest and Sinking for a total tax rate of \$1.2820; and

WHEREAS, the District is recommending the Board adopt a Maintenance and Operations Tax Rate of \$.99 and an Interest and Sinking Tax Rate of \$.2920 for a Total Tax Rate of \$1.2820; and

WHEREAS, the Notice of Public Meeting on the proposed budgets and tax rates was advertised as required by law for the August 27, 2019 BOE meeting; and

WHEREAS, Section 26.05(a) of the Tax Code requires the governing body to adopt an ordinance setting tax rates to fund the adopted budgets. Section 26.05(b) states, "A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget;" and

WHEREAS, upon Motion duly made by _____ and seconded by _____ to:

- (1) Approve an ad valorem Maintenance and Operations Tax Rate of Zero Dollars and Ninety-Nine Cents (\$.99) per \$100 valuation of property;
- (2) Approve an ad valorem Interest and Sinking Tax Rate of Zero Dollars and Twenty-Nine and Two Hundredths Cents (\$.2920) per \$100 valuation of property; and
- (3) Approve that the property tax rate be increased by the adoption of a tax rate of \$1.2820 per \$100 valuation of property, which is effectively a 4.64 percent increase in the tax rate,

with a vote of _____ votes “FOR” and _____ votes “AGAINST,” representing a majority of votes “FOR” the Motion.

NOW, THEREFORE BE IT ORDERED by the Board of Education of the Fort Worth Independent School District on this 27th day of August, 2019, that there be and is hereby levied for the year 2019 on all real property situated, and all property owned within the limits of FWISD, except so much thereof as may be exempted by the Constitution and laws of this state or United States, the following tax rates:

\$.9900 – Maintenance and Operations
.2920 – Interest and Sinking
\$1.2820 – Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE

THE ADOPTION OF THE TOTAL TAX RATE OF \$1.2820 IS EFFECTIVELY A 4.64 PERCENT INCREASE IN THE TAX RATE.

NOW, THEREFORE BE IT FURTHER ORDERED that the President of the Board of Education be, and he is hereby authorized and directed in accordance with the terms of the Act of the Legislature creating the Fort Worth Independent School District, to certify the above and foregoing tax rates to the Assessor and Collector of Taxes for the County of Tarrant.

The voting being recorded as outlined above, the Ordinance is hereby adopted and approved this 27th day of August 2019.

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

ATTEST:

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

THE STATE OF TEXAS
COUNTY OF TARRANT

I, Faye Daniels, Executive Secretary to the Board of Education of the Fort Worth Independent School District, do hereby certify that the above and foregoing is a true and correct copy of the Ordinance levying taxes for the 2019 year.

I further certify that said Ordinance was duly passed, adopted, and approved by the Board of Education of the Fort Worth Independent School District at a legally called meeting on August 27, 2019, and that said Ordinance is now of record in the Minutes of said Board of Education.

WITNESS my hand and seal of the Fort Worth Independent School District this 27th day of August 2019.

Faye Daniels
Executive Secretary to the Board of Education
Fort Worth Independent School District

**ACTION AGENDA ITEM
BOARD MEETING
August 27, 2019**

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES
DCD(LOCAL) AND DEC(LOCAL)**

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies DCD(LOCAL) and DEC(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies DCD(LOCAL) and DEC(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies DCD(LOCAL) and DEC(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 this policy will update the language as recommended by TASB and/or district personnel.

INFORMATION SOURCE:

Karen Molinar

Board Policy Update

➤ DCD(LOCAL): EMPLOYEE PRACTICES – AT-WILL EMPLOYMENT

RATIONALE

In FWISD Board Policy DCD(LOCAL) the definition of employee as well as the ability to request a review of suspension or termination under DCD specifically excludes substitutes and temporary employees. The language excluding substitutes and temporary employees should be removed. First of all, it is in direct contradiction with Board Policy DG that defines an employee as "an employee or appointed officer who is paid to perform services for a district". It does not include independent contractors." This is consistent with the language in Government Code 554.001(4) defining employees. DG(LEGAL) also states that "Before suing, an employee must initiate action under a district's grievance policy." Also if you look at Texas Education Code 11.171 it states that a school district grievance policy, "must permit a school district employee to report a grievance against a supervisor....."

Further, the review process outlined in Board Policy DCD is unique to the Fort Worth Independent School District. Other school districts follow Board Policy DGBA in regards to employment reviews. As TASB has stated, it is a wholly unique local policy. There are several steps to the review process that are not clearly delineated as they are in Board Policy DGBA. Thus, the policy needs to be updated.

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- *Revision bars* appear in the right margin, as above.

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

AT-WILL EMPLOYMENT	The District is committed to dealing with its employees fairly and ethically while maintaining efficiency and productivity. The District shall adhere to the common-law doctrine of at-will employment.
REASONABLE ASSURANCE OF EMPLOYMENT	District employees in positions normally requiring less than 12 months of annual service, who are expected to report to work the following school session, shall be provided a letter of reasonable assurance of employment. [See CRF]
BENEFITS	At-will employees shall be eligible to receive the benefits specified by Board policy and law.
AUTHORITY OF SUPERINTENDENT	<p>The Board delegates to the Superintendent or designee authority for the selection and employment of all personnel employed in positions below pay grade 14 executive director or the equivalent. The Board also delegates to the Superintendent or designee the authority to assign, discipline, and terminate from employment all employees who serve on an at-will basis.</p> <p>The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.</p>
PRIOR REVIEW REQUIRED	Circumstances warranting a suspension without pay, demotion, or termination of employment shall be discussed with, and the documentation reviewed by, the employee relations staff and the office of legal services, and shall be approved by the assistant superintendent chief of human capital management or the chief of staff designee , prior to forwarding a recommendation and the implementation of the disciplinary action.
PERFORMANCE EVALUATION AND DISCIPLINE	<p>Evaluation of at-will employees shall be conducted by the principal or supervisor in accordance with Board policy. [See DN]</p> <p>Through a careful review process, the Superintendent intends to maintain objectivity, fairness, and consistency in the District's discipline processes.</p> <p>No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment.</p> <p>In the exercise of discipline, the District's values of honesty, ethical behavior, and mutual respect should guide both the content and presentation of the discipline.</p> <p>Poor job performance or job-related misconduct may result in disciplinary action up to and including termination of employment. There are various types of disciplinary action that may be taken in order to help an employee assume responsibility for correcting his or her poor job performance or inappropriate behavior. The alternatives available, from counseling to termination of employment,</p>

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

shall be dependent on the severity or recurring nature of the violation and/or the employee's problem behavior. Misconduct deemed sufficiently serious, including criminal and ethical misconduct, may result in an employee's immediate termination of employment.

PROGRESSIVE
DISCIPLINE

No prior disciplinary action shall be a prerequisite for another disciplinary action, including termination of employment.

Progressive discipline, when appropriate, shall be used as follows:

- Counseling: Meeting privately with an employee to discuss performance or behavior problems when they first arise. (pre- or nondisciplinary action).
- Level I, Oral Warning: First level of discipline. Discussion of the poor performance and/or inappropriate behavior, expectations, or consequences.
- Level II, Written Warning: Second level of discipline. Written summary of issues, improvement expected, and warning of further disciplinary action.
- *Level III, Suspension Without Pay: The nature and severity of the problem(s) provide the basis for the length of the suspension without pay.
- *Level IV, Demotion: An involuntary assignment to a lower pay grade or an involuntary reduction in pay, usually five percent, until satisfactory performance is achieved or inappropriate behavior is corrected.
- * Level V, Termination of Employment.

* Requires prior review before implementing.

SUSPENSIONS

Any at-will employee may be suspended at any time by the Superintendent or designee. Such suspension may be either with or without pay.

Suspensions with pay are nondisciplinary administrative measures taken in order to facilitate the investigation of allegations or questions raised concerning an employee's conduct or for other reasons deemed appropriate by the Superintendent or designee.

TERMINATION OF
EMPLOYMENT

At-will employees may be terminated at any time for no reason or for any reason not prohibited by law, as determined by the Superintendent or designee, or the needs of the District.

DEFINITIONS

The following definitions of terms shall apply:

1. "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.
2. "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".

REVIEW PROCESS

An employee ~~who performs work under continuous employment, not including a substitute or temporary employee,~~ who has been suspended without pay, demoted, or terminated from employment may, within ten working days, request in writing a review of the action through the human capital management ~~department~~ division. The request must be accompanied by all relevant documentation. An employee may have a representative during this review process, at his or her own expense.

LEVEL I

The human capital management ~~department~~ division shall forward the written request for review and all documentation to the administrator who is in the direct line of authority to the employee's immediate supervisor. However, the Superintendent ~~or designee~~ reserves the right to assign a designee to hear the grievance at any level of this process. The administrator shall hold a conference with the employee within ten working days after receipt of the request for review. The decision shall be communicated in writing to the employee within ten working days after the conference.

LEVEL II

If the ~~decision is not to the~~ employee's ~~satisfaction~~ ~~did not receive~~ the relief requested, the employee may request a review in writing no later than ten working days after receipt of the decision by the ~~District's review board~~ Level One administrator. The request must be presented to the human capital management division with all previous documentation. The human capital management division shall forward the written request for review and all documentation to the District's review board. This board shall be composed of ~~three individuals~~ the Level Two administrator and two individuals appointed by the Superintendent ~~or designee~~. ~~The request must be presented to the human capital management department with all previous documentation.~~ Human capital management shall

convene the review board within ten working days after receipt of the request and facilitate the review. The review board shall render a written decision within ten working days after the conclusion of the review.

LEVEL III

If the employee did not receive the relief requested, the employee may appeal the decision to the Board of Trustees.

The appeal must be received in writing no later than ten working days after the level Two decision by the District's review board. The request for review must be presented to the human capital management division with all previous documentation.

The Superintendent or designee shall provide the Board the written request for review and all documentation. Any employee shall have the right to present an issue to the Board for consideration.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the review of documents 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. The employee may request a copy of the Level Two record.

The Level Two record shall include:

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

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 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. 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 scheduled meeting, the lack of response by the Board upholds the administrative decision at Level Two.

~~If the decision is not to the employee's satisfaction, the employee may request a review in writing no later than ten working days after receipt of the decision by the Superintendent. The request for review must be presented to the human capital management department with all previous documentation. This written request and all materials shall be forwarded to the Superintendent. The Superintendent or designee shall hold a conference with the employee within ten working days following receipt of the request. The decision of the Superintendent shall be communicated to the employee within ten working days after the conference.~~

~~The written decision of the Superintendent shall be final. However, any employee shall have the right to present an issue to the Board for consideration.~~

The filing of any appeal or grievance concerning the termination of an employee shall not extend the employee's employment.

If an employee's termination of employment is the result of direct action of the Superintendent, a written appeal of the termination may be made to the Board. The employee must file the written appeal within ten working days with the employee relations ~~division~~ department in human capital management.

BACK PAY

If during review it is determined that a suspension without pay, demotion, or termination of employment should not have been imposed, the employee shall be paid for the days of suspension without pay, demotion, or termination, less days assessed for disciplinary or other reasons.

TERMINATION BY
CONDUCT

An employee of the District who is absent from his or her workplace for four consecutive workdays, without authorized leave or proof of incapacity, shall be deemed to have effectively abandoned his or her position with the District.

The principal or department head shall be authorized to document the employee's unauthorized absence and initiate paperwork recommending the employee's termination of employment with the District and forward the recommendation to Human Capital Management.

~~The principal or department head shall notify the employee in writing, and shall also notify the employee relations division by copy of the letter, that the employee's employment with the District has been terminated. Notification to the employee shall be by certified mail, return receipt requested.~~ Once initiated, the termination of employment may not be withdrawn without consent of the Superintendent or designee.

BOARD POLICY UPDATE

DEC(LOCAL): LEAVES AND ABSENCES-COMPENSATION AND BENEFITS

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Definitions

The term “immediate family” is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse’s grandparent.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Bereavement Leave

“Bereavement leave” shall be given to all District employees, other than substitute or temporary employees, in the event of the death of a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full time or part time.

Paid Time Off

“Paid Time Off” (PTO) shall be defined as a bank of days in which the District pools state [personal leave](#), [state sick leave](#), [local personal leave](#), and [local sick leave](#), ~~local, and vacation days~~ and allows employees to use the days as need or desire arises.

Availability

The District shall make state ~~personal leave~~, and local leave, and ~~vacation leave~~ for the current year available for use at the beginning of the school year. To be eligible to use ~~vacation leave~~ [local personal days](#), an employee must have worked a minimum of six months.

When an employee is on a leave of absence, all leave balances shall be kept current (accrued as earned) until the employee returns to work.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

COMPENSATION AND BENEFITS
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Deductions

Leave without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved scheduled PTO absence for which the employee did not obtain approval from an authorized supervisor, or absences beyond accumulated and available paid leave, shall result in deductions from the employee's pay.

Leave Proration

*Employed for
Less Than Full
Year*

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year;
2. Local leave the employee used but had not earned as of the date of separation; and
3. Any additional paid leave the employee received under this policy, including pregnancy/parenting/adoption leave.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay.

Order of Use

Earned compensatory time shall be used before any available paid PTO. Available PTO shall be used before deducting from an employee's pay. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order:

Reason for Absence	1 st Used Balance	2 nd Used Balance	3 rd Used Balance	4 th Used Balance	5 th Used Balance
Local Personal; Formerly Vacation	Local Personal	Vacation Previous	Local Sick Leave	State Sick Leave	State Personal Leave
Personal	State Personal	State Sick	Local Sick	Local Personal	Vacation Previous
Sick	Local Sick	State Sick	State Personal	Local Personal	Vacation Previous
Maternity	Local Sick	State Sick	State Personal	Local Personal	Vacation Previous
Family Emergency	Local Sick	State Sick	State Personal	Local Personal	Vacation Previous

- ~~1. Local leave.~~
- ~~2. State personal leave.~~
- ~~3. Vacation leave from the previous fiscal year.~~
- ~~4. Vacation leave from the current fiscal year.~~

Recording

Leave shall be recorded as follows:

1. Leave shall be recorded in whole-day or half-day increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
3. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

When an employee is absent ten or more consecutive workdays for medical reasons, the District shall require the employee to request a leave of absence.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child;
4. The employee requests FMLA leave for military caregiver purposes;

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LEAVES AND ABSENCES

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(LOCAL)

5. The employee requests paid pregnancy leave under this policy for a pregnancy-related illness, injury, or medical condition; or
6. The employee requests parenting or adoption leave under this policy to care for a newborn or newly adopted child with a serious health condition.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Scheduled PTO

To minimize impact on the educational program and District operations, the Board requires employees to differentiate the manner in which discretionary leave is taken (e.g., scheduled PTO).

State Personal Leave

All District employees (other than substitute and temporary employees) shall be entitled to five days of state personal leave earned prorated consistent with their work schedule, with no limit of accumulation and no restrictions on transfer among districts. State leave shall be available for use at the beginning of the school year.

Local Leave

Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than substitutes, part-time employees without benefits, and temporary employees), and any rehired retiree in a permanent full-time position, shall earn paid local leave days each school year, based on the number of months of service normally required for the employee's position:

Months Normally Required	Local Leave Days Per Year
10	5
11	6
12	7

Local leave shall accumulate without limit and shall be available for use at the beginning of the school year.

PTO Reasons

PTO shall include time taken for:

1. An employee's own illness or injury that prevents the employee from fulfilling the employee's assigned duties;
2. Care of the employee's newborn child, adoption of a child by the employee, or placement of a child with the employee for foster care, when the leave is taken in the first year after the birth, adoption, or placement;
3. Illness or death in the employee's immediate family;

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4. The reasons allowed for use of state sick leave accumulated before May 30, 1995 [see DEC(LEGAL)]; and
5. An individual employee's discretion, subject to the limitations set out below.

PTO Designation Although PTO may be taken for any and all purposes stated above, state **personal leave, state sick leave, local personal leave, and local sick leave**; ~~local, and vacation leave days~~ shall remain separate for the purpose of accumulation and the order of use deemed appropriate by each employee.

Sick Leave Program An employee who has exhausted all available PTO, whether from state leave; ~~or local leave; or vacation leave~~, may apply for additional leave days through the District's sick leave program (SLP). Leave days granted from the SLP shall be in accordance with the Board-approved bylaws, which are available in the Health Services office.

Bereavement Leave
Purpose Each District employee (other than a substitute or temporary employee) shall be granted two days of paid bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave. Such leave shall be limited to five occurrences in a two-year period.

Pay Status If an employee has no available paid leave at the time of a death in the employee's immediate family, the District shall grant the employee a maximum of three additional days of bereavement leave, from which the District shall deduct the daily rate of an appropriate substitute, whether or not a substitute is employed.

Duration The employee shall be permitted up to five absences for each occurrence, subject to District approval.

Family and Medical Leave
Eligibility All employees who have been employed by the District for at least 12 months and have worked 1,250 hours during the previous 12-month period shall be eligible for FMLA leave. [See DECA(LEGAL)]

Combined Leave for Spouses If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

Intermittent or Reduced-Schedule Leave The District shall permit use of intermittent or reduced-schedule FMLA leave under certain circumstances.

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Certification of Leave	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
Fitness-for-Duty Certification	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
End-of-Semester Leave	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester]
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]
Local Pregnancy / Parenting / Adoption Leave	The District shall grant a leave of absence to any District employee (other than a substitute or temporary employee) who suffers a disability caused by pregnancy or childbirth or who adopts and cares for a child up to two years of age.
Eligibility	
Application Procedure	The employee shall notify the principal or designee or immediate supervisor or designee and shall contact the employee relations division in the Human Capital Management department for the application procedure.
Duration	Local pregnancy/parenting/adoption leave shall be for a maximum of six consecutive calendar weeks, as measured from the date of childbirth or adoption, or from the first official date of medical leave, whichever occurs earlier.
Limitations on Duration	<p>The District shall require the employee to use any paid leave, including compensatory time, concurrently with an unpaid local pregnancy/parenting/adoption leave of absence.</p> <p>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant a maximum of 20 consecutive work-days of paid leave, subject to deduction of the daily rate of a substitute for the employee's position for each day used, whether or not a substitute is employed.</p> <p>The combined total of paid leave days shall not exceed six consecutive calendar weeks.</p> <p>If both spouses are employed by the District, the District shall limit the local pregnancy/parenting/adoption leave to a combined total of</p>

six weeks; and the combined total of paid leave, beyond the employee's available paid leave, shall not exceed 20 consecutive workdays.

The District shall require the employee to use local pregnancy/parenting/adoption leave concurrently with FMLA leave, as applicable.

Temporary Disability Leave

Eligibility

Any District employee (other than a substitute or temporary employee) shall be eligible for temporary disability leave at any time the employee's condition interferes with the performance of regular duties.

The term "temporary disability" shall include the condition of pregnancy when such a condition interferes with the performance of regular duties. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated the same as any other disability.

Duration

The maximum length of temporary disability leave shall be 180 calendar days. The leave shall be inclusive of the 12-week period allowed by the FMLA.

Assignment /
Reassignment

If leave extends beyond the period of FMLA leave, an educator shall be assigned or reassigned in accordance with law.

[See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable. [See DEC(REGULATION) for application procedures.]

Paid Leave Offset

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty (petit jury or grand jury) shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Absences for court appearances related to an employee's

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personal business not related to a valid subpoena shall be deducted from leave balances or deducted from the employee's pay. [See DEC(REGULATION)]

The employee shall be allowed to retain any compensation received for jury service.

The employee shall notify the principal or immediate supervisor or designee upon receipt of the summons and shall submit to the payroll office a copy of the jury summons, the subpoena, or other appropriate documentation.

Neutral Absence Control

If an employee does not return to work within 180 calendar days of being out on a leave of absence, the District shall provide the employee with written notice that the maximum allotted District leave time has been exhausted and that the District shall pursue termination of an employee, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If paid leave has been exhausted, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

Assault Leave

See DEC(LEGAL) for provisions related to assault leave.

Military Leave

See DECB(LEGAL) for provisions related to military leave.