



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

*Board of Education  
Regular Meeting  
August 13, 2019*

# Regular Meeting

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Notice is hereby given that on August 13, 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. RECOGNITIONS

A. 2019-20 Principal Appointments

#### 4. REPORTS AND PRESENTATIONS

A. 2019-2020 General Fund Budget Update

B. Rise and Shine On Eight-One-Nine: A 2019-2020 Back To School Presentation

#### 5. PUBLIC COMMENT

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

#### 7. DISCUSSION OF AGENDA ITEMS

#### 8. CONSENT AGENDA ITEMS

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

A. Board of Education Meeting Minutes

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|------------------------------------|----|
| 1. June 4, 2019 - Special Meeting  | 7  |
| 2. June 4, 2019 - Board Workshop   | 11 |
| 3. June 18, 2019 - Board Workshop  | 15 |
| 4. June 25, 2019 - Regular Meeting | 18 |

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Purchase of Structured Spanish Primary Literacy Materials	26
2. Approve the Targeted Instructional Coaching Contract, Data Use and Privacy Agreement	34
3. Approve Memorandum of Understanding between TCU College Advising Corps and Fort Worth ISD	41
4. Approve Payment of Program Participation Fees to Project Lead the Way	47
5. Approve Consultant to Provide Mentoring Services for the FWISD My Brother's Keeper (MBK) Program for 2019-2020	86
6. Approve the Consulting Proposal and the 2019 Sue Rose Institute between The Cowan Center and Fort Worth Independent School District	89
7. Approve 2019-2020 Allocation for Fort Worth After School (FWAS) Full Service Provider at Young Men's Leadership Academy, Glencrest 6th, Rosemont 6th, Wedgwood 6th, Riverside MS, Monnig MS and McClung MS	95
8. Approve the Purchase of Statewide Assessment Materials for Identification of English Learners	98
9. Approve Purchase of Learning Management System	104
10. Approve the Purchase of N2Y, LLC (Unique Learning Systems and News-2-You) Software Licenses and Training	114
11. Approve Purchase of Wireless Enterprise Agreement	121
12. Approve Renewal of Enboard Application Portal Service	126
13. Approve Purchase of Grade 6-8 Science Stemsopes Online Resource	129
14. Approve the Purchase of Istation for the Leadership Academies at Como ES, Logan ES, John T. White ES, Mitchell Blvd. ES, and Forest Oak MS	133
15. Approve Purchase of Eduthings Program	137
16. Ratify Contract for Plain Old Telephone Service and Plexar Lines	143
17. Ratify Contract for Session Initiation Protocol (SIP) Trunking Services	146
18. Approve Replacement of Boiler at Meadowbrook Middle School	150
C. Approve the Sale of a Tax Foreclosed Property at 1821 N. Sylvania Ave, Fort Worth, Texas	155
D. Approve the Quarterly Investment Report for the Period April 1, 2019 - June 30, 2019	158
E. Approve The Annual Investment Report for the Period July 1, 2018 - June 30, 2019	160
F. Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education Adult Education Program	180
G. Approve Interlocal Cooperation Agreement between the Tarrant County Hospital District DBA JPS Health Network and Fort Worth Independent School District for Provisions of Educational Services to Juvenile In-Patients	234
H. Approve Memorandum of Understanding between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work	243
I. Approve First Reading-Revisions to Board Policies DCD(LOCAL) and	250

DEC(LOCAL)

- J. Approve Closeout of the Contract with Texas Metal Company, LTD. for Kitchen Bid Package KP 003 (RFCSP #16-041) and Authorization of Final Payment In the 2013 Capital Improvement Program 268
- K. Approve Budget Amendment and Authorization to Proceed with the Annual Renewal of the Management Software System for Use in the 2013 Capital Improvement Program 271
- L. Approve Authorization to Negotiate and Enter Into a Contract with SFP<sup>2</sup> JV, LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 002-102 (RFQ #19-101) Arlington Heights High School Addition/Renovation 277
- M. Approve Authorization to Negotiate and Enter Into a Contract with Steele & Freeman/Post L JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-102 (RFQ #19-104) South Hills High School Addition/Renovation 280
- N. 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. 009-202 (RFQ #19-092) Polytechnic High School Addition/Renovation 283
- O. Approve Purchase and Installation of New Replacement Chiller for Paschal High School (Job #010-212) in Conjunction with the 2017 Capital Improvement Program 286
- P. Approve the Authorization to Negotiate and Enter Into a Contract with Reeder General Contractors, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 015-202 (RFQ #19-100) Western Hills High School Addition/Renovation 296
- Q. Approve Authorization to Negotiate and Enter Into a Contract with Adolfson & Peterson Construction for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 071-102 (RFQ #19-099) Benbrook Middle/High School Addition/Renovation 299
- R. Approve Closeout of the CMAR Contract with Con-Real Turner for Bid Package 043, GMP II (RFCSP #16-007) and Authorization of Final Payment in the 2013 Capital Improvement Program 302
- S. Approve Minutes of the May 20, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program 305

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

**10. EXECUTIVE SESSION**

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
  - 1. 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
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment,

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

- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

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

**12. ACCEPT CONSENT AGENDA**

**13. ACTION ITEMS**

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

**14. ACTION AGENDA ITEMS**

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Take Action in the Current Palazzolo Lawsuit to ratify the District’s filing of its July 12, 2019 Motion for Rehearing with the Fort Worth Court of Appeals, and move to authorize the filing of any other appropriate appeal-related documents.
- E. Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A 311
- F. Approve Selection of a Delegate and an Alternate to the 2019 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 21, 2019 330
- G. Approve District Teaching Permit for Non-Core CTE Courses 333
- H. Approve Memorandum of Understanding Between the Relay Graduate School of Education and Fort Worth ISD to Allow Teaching Interns at District Campuses 335
- I. Approve the 2019-2020 General Fund Budget Amendment for the Period Ended July 31, 2019 372
- J. Approve the 2019-2020 Student Code of Conduct 376
- K. Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2019-2020 School Year 380
- L. Approve the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11 393

- M. Approve Adoption of Resolution and Order of Special Election 397
- N. Approve Resolution and Order for Election Services for the November 5, 2019, Fort Worth ISD Board of Education Special Election 402
- O. Consider the Level III Vendor Grievance for Con-Real
1. 10 minutes - Presentation by Employee and/or Representative
  2. 10 minutes - Presentation by District Representative
  3. 10 minutes - Questions from Board Members
  4. 15 minutes - Board Deliberations in Closed Session
  5. Render Decision In Open Session on the Level III Grievance (if any)

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

**16. ADJOURN**

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on June 4, 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 May 30, 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 May 30, 2019 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING JUNE 4, 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 May 30, 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 May 30, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

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

The pledges were recited

The following Board Members were present:

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

Absent: T.A. Sims

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
Karen Molinar, Chief of Staff, Policy and Planning



Jerry Moore, Assistant Superintendent, Policy and Planning  
Raul Pena, Chief of Elementary Schools  
Cynthia Rincon, Chief of Human Capital Management  
Elsie Schiro, Chief of Business & Finance  
Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications

2. PUBLIC COMMENT

Speakers:

Penney Clanton

Mindia Whittier

Lorri Chambless

Heide Irgens

John Noble

Elizabeth Maldonado

Andrew Teeter

Rocio Ayala

Joanna Cardoza

Dylan Loften

Norma Garcia-Lopez

Ernie Moran

Vanessa Adia

Kimberly Gallegos

Diane Simmons

Julio Argueta

(Mrs. Jackson arrived at 5:43 p.m.)

3. 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)

4. RECONVENE IN REGULAR SESSION – BOARD ROOM

The meeting was reconvened at 7:27 p.m.

5. ACTION AGENDA ITEM

A. Take Action to Approve the Proposed Termination of Georgia N. Clark's Continuing Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Ashley Paz, seconded by Norman Robbins, to approve the Proposed Termination of Georgia N. Clark's Continuing Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code for the Reasons Discussed in Closed Session.

The motion was unanimously approved.

The motion passed unanimously 8 for, 0 against.

6. CLOSE SPECIAL MEETING

President Ramos closed the special meeting at 7:28 p.m.

7. CALL TO ORDER BOARD WORKSHOP – CONVENE IN BOARD CONFERENCE ROOM

The workshop was called to order at 7:40 p.m.

8. 2019-2020 BUDGET WORKSHOP

Elsie Schiro and David Johnson provided a budget update with the focus being on House Bill (HB) 3.

9. ADJOURN

The meeting was adjourned at 8:51 p.m.

/s/ Faye Daniels  
Board of Education

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

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on June 4, 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 May 30, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at 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 May 30, 2019 at 02:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING JUNE 4, 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 May 30, 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 June 4, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### 1. CALL TO ORDER BOARD WORKSHOP – CONVENE IN BOARD CONFERENCE ROOM

President Ramos called the meeting to order at 7:40 p.m.

The following Board Members were present:

Anne Darr  
Carin Evans  
Tobi Jackson (arrived 5:43 p.m.)  
Anael Luebanos  
Ashley Paz  
Quinton Phillips  
Jacinto Ramos  
Norman Robbins

Absent: T. A. Sims

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Karen Molinar  
Jerry Moore  
Raul Pena  
Cherie Washington  
Art Cavazos  
Charles Carroll  
Elsie Schiro  
Cynthia Rincon  
Barbara Griffith  
Sherry Breed  
Vicki Burris  
Clint Bond  
Raul Pena

2. 2019-2020 BUDGET WORKSHOP

Elsie Schiro and David Johnson gave an update of the budget.

The focus this evening was on House Bill (HB) 3.

The following topics were discussed:

Revenue Changes

Compensation to Teachers and Staff

Foundation School Program Allotments

Special Program Spending Requirements

General Fund Revenue-State Funding Formula, Property Tax

Compensation Increase

HB3 – Revenue Uncertainty/unknowns

Foundation School Program New Allotments

Foundation School Program Allotments – Prekindergarten

Foundation School Program Allotment Changes

Spending Requirements

Enrollment and Attendance (ADA Report)

Historical and Projected Enrollment

Budget Overview – Regarding previous workshops

2019-2020 Budget Development:

Compensation Highlights

Compensation Plan Options

Example of Raise Calculations

2019-20 Budget Development-Expenditures

Recommendations

Definition of Teacher

Non-Administrative Staff

2019-20 Budget Development – Revenue

2019-20 Preliminary Projection

Budget Recommendations

2019-2020 Cost Savings Strategies and Considerations

2019-2020 – Debt Service Fund

2019-2020 – Child Nutrition Fund

2019-2020 Budget Development

Budget Update to BOE 6/11/19

Budget Workshop on 6/18/19

Budget Adoption 6/25/19

At the conclusion of the presentation, the floor was open for questions.

3. ADJOURN

The meeting was adjourned at 8:50 p.m.

MINUTES OF THE MEETING  
OF JUNE 18, 2019  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on June 18, 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 June 13, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at 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 June 13, 2018 at 1:00 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING JUNE 18, 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 June 13, 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 June 18, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

1. 5:30 P.M. – CALL TO ORDER BOARD WORKSHOP – CONVENE IN BOARD  
CONFERENCE ROOM

President Ramos called the meeting to order at 5:40 p.m.

Board Members Attending:

Jacinto Ramos  
C. J. Evans  
Anael Luebanos  
Ashley Paz  
Quinton Phillips  
Norman Robbins



Absent: Anne Darr  
Tobi Jackson  
T. A. Sims

The following Administrators were present:

Dr. Kent Scribner  
Karen Molinar  
Raul Pena  
Cherie Washington  
Jerry Moore  
Art Cavazos  
Charles Carroll  
Elsie Schiro  
Barbara Griffith  
Sherry Breed

2. 2019-2020 BUDGET WORKSHOP  
Elsie Schiro and David Johnson gave an update of the budget.

The following topics were discussed:

House Bill3 (HB3) Update  
2019-20 Proposed General Fund Budget  
2019-2020 Cost Savings Strategies & Considerations  
2019-2020 – Debt Service Fund  
2019-2020 – Child Nutrition Fund

(Ashley Paz arrived at 5:38 p.m.)

3. ADJOURN  
The meeting was adjourned at 7:12 p.m.

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on June 25, 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 June 20, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

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

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING JUNE 25, 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 June 20, 2019 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on June 20, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

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

The following Board Members were present:

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

Absent: Anne Darr  
T.A. Sims

The following administrators were present:

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

Elsie Schiro, Chief of Business & Finance  
Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

President Ramos lead in the pledges.

3. CALL TO ORDER PUBLIC HEARING

Mr. Ramos called the Public Hearing to order.

A. Public Hearing to Discuss the 2019-2020 Budgets and Proposed Tax Rate for the General Fund, Debt Service Fund and Child Nutrition Fund

Mrs. Schiro and David Johnson gave the report on the budgets and stated they would come back with an amendment in July or August.

B. Public Comment on the 2019-2020 Budgets and Proposed Tax Rate for the General Fund, Debt Service Fund and Child Nutrition Fund

Speakers: Steven Poole Jennifer Ledbetter

4. CLOSE PUBLIC HEARING

Mr. Ramos closed the public hearing.

5. RECOGNITIONS

A. Western Hills High School Baseball Field and Complex Naming

Norman Robbins introduced this recognition.

6. PUBLIC COMMENT

Speakers:  
Jennifer Quick

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

The meeting was recessed at 5:50 p.m. and reconvened at 5:54 p.m.

8. DISCUSSION OF AGENDA ITEMS

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

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

- A. Board of Education Meeting Minutes
  - 1. May 7, 2019 - Workshop
  - 2. June 4, 2019 Regular Meeting
  
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve Upgrade of Stadium Lights at Clark Field
  - 2. Approval of Renewal for Web Hosting Services, Mass Communications System, FWISD App and to Add a Teacher Communication Tool
  - 3. Approve the Purchase of Property, Flood, Fleet, General Liability and Crime Insurance; Approve Set Aside Reserves to Pay Deductibles; and Approve Resolution Authorizing the Transfer of Undesignated Fund Balance from the Internal Service Fund (Fund 753) to the General Fund (Fund 199) to Pay for 2019-2020 Increased Insurance Premiums
  - 4. Approve the Purchase of Additional Licenses from Kronos
  - 5. Approve the Purchase of Reading Assessment and Progress Monitoring System for the 2019-2020 School Year
  - 6. Approve Purchase of National Norm-Referenced Cognitive Abilities Test (COGAT 8)
  - 7. Approve Purchase of Xerox Paper
  - 8. Approve Datamax of Texas Printer/Copier Services for 2019-2020
  - 9. Approve Annual Renewal of NWEA MAP Growth & Progress Monitoring Systems for Math, NWEA MAP Growth for Reading and MAP Fluency Progress Monitoring System for Literacy for the 2019-2020 School Year
  - 10. Approval to Purchase of Tuition and Textbooks for Dual Credit Courses for the 2019-2020 School Year
  - 11. Approval of Print Shop Equipment Lease Extension

12. Approve Annual Purchase of Service for GPS Navigational and Tracking Solutions
- C. Approve the Contract and Memorandum of Understanding Between the Fort Worth Chamber of Commerce and the Fort Worth Independent School District
- D. Approve Naming the Western Hills High School Baseball Field and Complex the David Hightower Field
- E. Approve the Cooperative Program and Data Sharing Agreements Between Fort Worth SID and Office of Strategy & Policy at the University of Texas at Austin OnRamps
- F. Approval of the Memorandum of Understanding (MOU) Between the Fort Worth Independent School District and Texas Tech University
- G. Approval of Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Health Care System
- H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Selected Child Care Centers
- I. Approve Waiver to Board Policy EHBG (LOCAL) "Special Programs: Prekindergarten"
- J. Approval of Low Attendance Waiver for Eastern Hills High School
- K. Approval of Final 2018-2019 Budget Amendment for the General Fund, Debt Service Fund, and Child Nutrition Fund
- L. Approve Construction of the Teaching and Learning Center Phase II at 1050 Bridgewood
- M. Approval of Resolution to Extend Depository Contract with JP Morgan Chase Bank for the Period July 1, 2019 - June 30, 2021
- N. Approve North Side High School Mariachi European Travel with Director's Choice
- O. Closeout of the CMAR Contract with Joeris General Contractors, Ltd. for Van Zandt Guinn Elementary - Bid Package 055, GMP II (RFCSP #16-001) and Authorization of Final Payment in the 2013 Capital Improvement Program
- P. Accept the Completion of Work for the Contract with Northridge Construction Group for the Renovation of R.L. Paschal High School Competition Gym/Fieldhouse, CSP

#18-033, Job #010-001, Approve Final Change Order #1 (\$750.00 Credit) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program (\$139,185.0 Bond Funds)

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

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

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

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

Executive Director of Choice and Enrichment Programming

Manager III - Business Operations

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 6:34 p.m.

13. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve CONSENT AGENDA.

The motion was unanimously approved.

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve the Appointment of Lisa Castillo for the Position of Executive Director of Choice and Enrichment Programming.

The motion was unanimously approved.

Motion was made by Ashley Paz, seconded by Norman Robbins, to approve the Appointment of Yvonne Garcia for the Position of Manager III - Business Operations.

The motion was unanimously approved.

15. ACTION AGENDA ITEMS

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

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Adoption of Proposed 2019-2020 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve Adoption of Proposed 2019-2020 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund.

The motion was unanimously approved.

- E. Approve Renewal of Eduphoria Premium Suite and Related Services

Motion was made by Ashley Paz, seconded by CJ Evans, to approve Renewal of Eduphoria Premium Suite and Related Services.

The motion was unanimously approved.

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

Tobi Jackson announced, in honor of Dr. T. A. Sims and Principal Steven Mattic, they were part of the team that approved the naming of the David K. Sellars Music Room, being named the Troy Nell Edmon Music Hall. Mrs. Jackson shared Mrs. Edmon's affiliations and achievements and recognized she and the group that was present in her support.

17. ADJOURN



The meeting was adjourned at 6:50 p.m.

/s/ Faye Daniels  
Board of Education

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PURCHASE OF STRUCTURED SPANISH PRIMARY LITERACY MATERIALS.**

**BACKGROUND:**

FWISD has implemented a Spanish Structured Primary Literacy Program for grades PK, K, and 1<sup>st</sup>. Structured Literacy incorporates the evidenced-based elements needed for automatic word reading: decoding and language comprehension. Structured Literacy teaching is systematic, explicit, and diagnostic. Structured Literacy instruction requires deep content knowledge and specific teaching expertise.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Structured Spanish Primary Literacy Materials
2. Decline to Approve Purchase of Structured Spanish Primary Literacy Materials
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Structured Spanish Primary Literacy Materials

**FUNDING SOURCE**

*Additional Details*

Special Revenue	211-11-6399-0EL-XXX-30-510-000000-20F10	\$89,371.60
Special Revenue	211-13-6299-0EL-999-24-510-000000-20F10	\$25,600.00

**COST:**

\$114,971.60

**VENDOR:**

Estrellita

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal**

Bid Number: 17-080

Number of Bids/Proposals received 2

HUB Firms: 0

Compliant Bids: 2

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 Elementary Campuses

**RATIONALE:**

Professional learning equips our teachers with structured primary literacy skills. Spanish literacy instruction is key to develop strong foundational skills for our students. The phonics program provides children with the phonics tools necessary to decode beginning reading materials in Spanish. This developmentally appropriate program provides an individualized approach whereby students progress at their own paces.

**INFORMATION SOURCE:**

Jerry Moore



# Estrellita

*Every child deserves a shining start.*

## **Estrellita Proposal**

**Fort Worth ISD**

**Estrellita PK-1 Materials and Professional Development**

**April 3, 2019**

Prepared for:  
Cherron Ukpaka  
Department of Curriculum and Instruction  
Fort Worth ISD

Estrellita Contact:  
Elise Lasko Iglesias  
Training Specialist  
C (720) 418-1113  
F (303) 779-2640  
Email: [elise.lasko@estrellita.com](mailto:elise.lasko@estrellita.com)



# Estrellita

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## **I. Proposal Summary**

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### **Estrellita Proposal for Fort Worth ISD**

#### **Materials**

##### **K-1 Kit Materials**

- Estrellita Accelerated Reading Program

##### **PreK Program Materials**

- Estrellita Early Literacy Program

#### **Professional Development for K-1 Teachers and Support Staff**

- K-1 Onsite Training
  - Estrellita Building Blocks, Assessment, Progress Monitoring
- PK Onsite Training
  - Phonemic Awareness, Sonidos Iniciales and Exposure to the Blending Process, Differentiation of Instruction and Student Portal

#### **Site Implementation Days**

- Includes an on-site day of direct training through classroom observation.

*6050 Greenwood Plaza Blvd Suite #120 Greenwood Village, CO 80111*

*• Phone: 303-779-2610 • FAX: 303-779-2640*

*E-mail: [elise.lasko@estrellita.com](mailto:elise.lasko@estrellita.com) • <http://www.estrellita.com>*



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## II. Program Cost Detail

<b>Estrellita Materials</b>	<b>Number of Units</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
K-1 Kits	60	\$949	\$56,940.00
PK Kits	40	\$699	\$27,960.00
<b>Subtotal</b>			<b>\$84,900</b>
Shipping and Handling	-	-	\$4,471.60
<b>Total Kits Cost</b>			<b>\$89,371.60</b>

<b>Professional Development</b>	<b>Number of Participants</b>	<b>Number of Days</b>	<b>Total Cost</b>
PK Onsite Training	Up to 50 per day	2	\$6,400
K-1 Onsite Training	Up to 50 per day	3	\$9,600
Site Implementation Days	Up to 30 per day (5 classrooms per day)	3	\$9,600
<b>Total PD Cost</b>			<b>\$25,600</b>
<b>Total Cost of Materials and PD</b>			<b>\$114,971.60</b>

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### **III. Description of Proposed Program**

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#### **Program Materials**

##### **K-1 Kit**

- The K-1 Estrellita Accelerated Reading Program is an accelerated, systematic, explicit phonics program which provides children with the phonics tools necessary to decode beginning reading material in Spanish. This developmentally appropriate program provides an individualized approach whereby students' progress at their own pace. It is designed to be accelerated but is also adoptable to remedial students (i.e., highly adaptable to individual needs).

The reading materials progress in order of complexity, from simple to complex, thus providing increasing levels of difficulty. The program promotes parental involvement in children's learning. New additions include numerous tools for ongoing student assessment.

##### **PreK Early Literacy Program**

- The purpose of the Pre-Kindergarten Early Literacy Program is to teach students the sounds of the letters by immersing them in a variety of phonemic awareness activities and to provide practice with basic blending in order to prepare children for reading in kindergarten.

The Pre-Kindergarten Early Literacy Program teaches individual sounds through a combination of whole language, phonics-based strategies that are developmentally appropriate and fun for young children. The program includes a variety of activities such as stories, rhymes, riddles, cheers, and games designed to develop and foster phonemic awareness. The program addresses a variety of learning styles by incorporating a multisensory approach (audio, verbal, tactile and kinesthetic) into the instructional content. It promotes parental involvement throughout the program. There are individual and group assessment charts for both the Sonidos and Blending components

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## **Professional Development Program**

### **K-1 Estrellita Building Blocks, Assessment and Progress Monitoring**

- The focus of the first half of the day of training is on the five building blocks of Estrellita which include: Sonidos Iniciales, Sílabas, Palabras, Oraciones and Whole-to-Part-to-Whole (Cuentos). The training incorporates classroom techniques and provides tips on effective tools to illustrate each Building Block. This includes participant interaction, classroom techniques and modeling.

The focus of the second half of the day will be on the implementation, assessment and timeline of the Estrellita program. This training incorporates the assessment piece and the implementation Checklist (fidelity list). Participants will be taught how to administer the Placement Test and how to utilize the Estrellita progress monitoring tools.

### **Pre-K Phonemic Awareness, Sonidos Iniciales, Exposure to the Blending Process and Differentiation of Instruction**

The focus of the first half of the day is on the first building block of Estrellita: Sonidos Iniciales. Participants will learn how to teach the initial sounds in a fun and engaging manner. Phonemic awareness of the beginning sounds is developed through chants, rhyming, stories, cheers and riddles. Later, participants will focus on the development of the blending process, which includes the rest of the Estrellita building blocks: Sílabas, Palabras, Oraciones and Whole-to-part-to-whole (Cuentos). Participants will learn how to build upon the foundation of the Sonidos Iniciales through a systematic approach to developing blending skills progressively.

The second part of the day will include the Differentiation of Instruction component of the program. These activities can be used in whole class setting, with small groups or in centers. Emphasis will be placed on small groups in order to maximize student-teacher interaction and to help teachers differentiate instruction for a wide range of abilities. Student and Teacher Portal will also be demonstrated during the last part of the day.

### **Site Days**

- The training will include classroom visits, lab site demonstrations, grade level strategy and debriefing sessions. We can accommodate up to 4 classrooms observations per day, which can include additional teachers and staff observing. Site days can also be very useful when utilizing coaches or model teachers.

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**Estrellita**  
*Every child deserves a shining start.*

#### **IV. Terms and Agreement**

---

**Payment Terms:**

Payment is due at implementation of professional development or shipment of materials, unless alternative terms agreed between parties.

**Pricing:**

Above prices are good for 45 days from date of proposal.

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**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE TARGETED INSTRUCTIONAL COACHING CONTRACT,  
DATA USE, AND PRIVACY AGREEMENT**

**BACKGROUND:**

The FWISD community developed a Learning Framework which included a Learner Profile, Learning Outcomes, and Learning Model. In order to facilitate training, coaching, and implementation of these critical instructional routines, FWISD through the bid process chose Engage2Learn in 2016-2017. Engage2Learn has provided teacher, coach and executive training during the 2017-2018 and 2018-2019 school years. Moving into the 2019-2020 school year, Engage2Learning will continue to provide support for continued implementation of the FWISD Learning Model across the District.

**Deliverables:**

1. Highly effective 1-on-1, or small group, coaching conversations
2. Teacher portfolios aligned to T-TESS and increased teacher leadership
3. Leader portfolios aligned to district professional standards
4. Quarterly reporting on evidenced-based teacher growth on the 12 e2L-Curated Best Practices
5. Increased internal coaching capacity to facilitate initiatives over time

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve the Targeted Instructional Coaching Contract, Data Use, and Privacy Agreement
2. Decline to Approve the Targeted Instructional Coaching Contract, Data Use, and Privacy Agreement
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Targeted Instructional Coaching Contract, Data Use, and Privacy Agreement

**FUNDING SOURCE**

*Additional Details*

Special Revenue

255-13-6291-014-999-24-528-000000-20F28

**COST:**

\$538,662.00

**VENDOR:**

engage2Learn

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal**

Bid Number: 17-080

Number of Bids/Proposals received 2

HUB Firms: 1

Compliant Bids: 2

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**

District Teachers

District Content Coaches

Executive Staff

**RATIONALE:**

Our goal is to provide a consistent Learning Framework that fosters student-centered learning environments that are engaging, rigorous, and provide opportunities for students to engage in 21<sup>st</sup> century learning standards. Implemented across all grade levels and content areas, the Learning Framework emphasizes best practices for critical thinking, collaboration, communication, creativity and innovation.

**INFORMATION SOURCE:**

Jerry Moore

Fort Worth ISD  
Tier 1 Differentiated Support:  
7th Grade Horizontal Laser Team  
Proposed Services Summary 2019-2020



# FWISD Proposed Services Summary

## Tier 1 Differentiated Instruction

\$538,662.00

184 days

**Teacher Coaching** (7th Grade Math) | 176 days

**Executive Coaching** (Executive PLCs for Middle School) | 4 days

**Coaches Academy Coaching** (District Content Coaches supporting Math) | 4 days

### Impact:

- **22 Campuses Served**
- **60 Educators Served by e2L**
- **1 Subject District Wide (Horizontal Laser Team)**

### Board Goals:

Goal 1 Early Literacy - Percent of students in Grade 3 reading on or above grade level, as measured by the STAAR on level standard for reading, will increase from 30% to 43% by 2019.

Goal 2 Middle Grades Math - Percent of students who meet or exceed standard on STAAR Algebra I EOC exam by the end of grade 9 will increase from 77% to 82% by 2019.

Goal 3 College and Career Readiness - Percent of graduates who have met the criteria for Post-Secondary Readiness, as measured by a college-ready qualifying score on AP, SAT, ACT, TSI or industry preparation, will increase from 53% to 66% by 2019.

# Data Use and Privacy Agreement

Effective Date: 06/27/2019



engage2learn

This Data Use and Privacy Agreement (“Agreement”) is made by and between engage2learn (“e2L”) and the Fort Worth Independent School District (“District”), the owner of the data. e2L understands the extension of trust placed in us with our handling of District data that may be provided to us for the purpose of performing our services. In accordance with this responsibility, e2L agrees to handle the data in the following manner:

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All PII will be treated in accordance with the:

- Texas Student Privacy Act (Texas Education Code § 32.151)
  - <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.32.htm>
- Children’s Online Privacy Protection Rule (COPPA)
  - <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Federal Education Rights and Privacy Act (FERPA)
  - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- All applicable state and federal law

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the District, and e2L has a limited, nonexclusive license solely for the purpose of performing its obligations and services. e2L does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. Under the foregoing license, e2L shall have no right to sell or trade Data. Any Data held by e2L will be made available to the District upon request by the District.

Data Use and Collection: e2L will collect and use only Data which is necessary to fulfill its duties, provide services, and improve services to the District. e2L is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on District equipment will not be duplicated and/or stored by e2L on other media without the District’s express permission. The District understands that e2L may rely on one or more subcontractors to perform services. e2L agrees to share the names of these subcontractors with the District upon request. All subcontractors and successor entities of e2L will be subject to the terms of this Agreement.

Data Transfer or Destruction: e2L will ensure that all District Data in its possession and in the possession of any subcontractors, or agents to which e2L may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose, at the request of the District.

Security Controls: e2L will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. e2L will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. e2L will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. e2L agrees to share its incident response plan upon request.

Modification of Terms of Service: e2L reserves the right to modify this Agreement and will notify the District in advance of the effective date of revisions to the terms of this Agreement. Further, e2L agrees to notify the District should there be any material change to e2L’s practices of collecting or using the District’s Data.

By signing below, I hereby represent and warrant that I have the authority to execute this Agreement on behalf of Fort Worth Independent School District and that I have read, understand, and agree with all terms and conditions contained herein. By their signatures below, both parties have caused this agreement to be executed and delivered by their authorized representatives as of the effective date.

  
\_\_\_\_\_  
Signature of District Representative

Jerry Moore  
Office of Academics  
\_\_\_\_\_  
Printed Name/Title  
7-17-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shannon Buerk, CEO, engage2learn

July 1, 2019  
\_\_\_\_\_  
Date

engage2learn EIN#- 45-4211320

\_\_\_\_\_  
**Kent P. Scribner, Ph.D.**  
**Superintendent of Schools**



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TCU COLLEGE ADVISING CORPS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

The TCU College Advising Corps is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
2. Decline to Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Between TCU College Advising Corps and Fort Worth Independent School District

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6299-001-999-99-152-000000

**COST:**

140,000.00

**VENDOR:**

TCU

**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. 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**

Academic Advisement Department  
Grants and Development Department

**RATIONALE:**

The reason for this MOU is for The Advising Corps, the District, and the Schools to work collaboratively to develop and implement programs and services that foster access to postsecondary education, include all students who wish to participate and who work in good faith to do so, outline current school-based efforts to foster access to postsecondary education; review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts, and to establish clear and mutually agreeable for the implementation of Advising Corps programs and services. The District agrees to provide matching funds, in the amount of \$140,000 to support the costs associated with providing one full-time Advising Corps college advisor at each of the following District High Schools: Arlington Heights, Amon Carter-Riverside, Benbrook, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools during the term of this agreement.

**INFORMATION SOURCE:**

Jerry Moore

**Memorandum of Understanding  
TCU College Advising Corps & Fort Worth Independent School District**

The TCU College Advising Corps (formerly referred to as Advise TX) is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

To achieve the goals of the program, the TCU College Advising Corps seeks to foster strong and mutually rewarding partnerships with school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership by clarifying the expectations and responsibility of the TCU College Advising Corps (“the Advising Corps”), **the Fort Worth Independent School District** (“the District”), and the **following District High Schools** (“the School”):

**Arlington Heights, Amon Carter-Riverside, Benbrook, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt High Schools.**

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

**The Advising Corps, the District, and the School agree to:**

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- See the adviser as a professional, well-trained resource for students regarding college access.
- To meet with the adviser and project director before the 2019-2020 academic year to discuss the program expectations.

**The Advising Corps agrees to:**

- Identify, recruit, and hire a full-time adviser to serve the School for an average of 40 hours per week during the school year.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students including to ensure that the adviser complies with the FERPA provisions in this MOU.
- Provide assurance that all employees of the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
- Employ a program director who will (a) supervise the adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site liaison assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make

adjustments as needed, but at least on an annual basis; (f) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule for the adviser; (h) visit the school at least twice per academic year and (i) will remain open and available to address any issues or concerns that may arise.

- Require the advisor to utilize District programs (for example: FOCUS, Career Cruising, GO Center Kiosk Sign-in and the data collection College and Career Readiness Programs)
- Share monthly reports, relevant data and research with the District and School officials.
- Manage the program's administration and pay the full salary and benefits of each adviser assigned to the District.
- Work in good faith to develop funding that will sustain the partnership between the Advising Corps and the District beyond the current term
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, including as FERPA regulations except as may be required by law or regulation or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example: ongoing training, the development of funding, or programming activities at other schools) for no more than 10 days that the School is in session during the term of service specified above.
- Obtain the approval from the Grants, Compliance & Monitoring Department of FWISD to survey students for the College Advising Corps.

**The District and School agree to:**

- Welcome the adviser, work actively to facilitate their entry into the school community by treating them as a professional member of the school and facilitate the collaboration among the Advising Corps and any other college access, admissions, or financial-aid advising already present at the School.
- Provide a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- Establish and maintain clear lines of communication with the adviser and project director in regards to staff policies, procedures, and expectations with which the adviser is expected to comply.
- Designate a school administrator/staff member to serve as the adviser's onsite liaison who will (a) serves as the adviser's primary resource and advocate within the school, facilitating the adviser's integration into the life of the school and providing appropriate advice and counsel; (b) work closely with the project director to ensure that the relationship between the adviser and the school remains strong and that the adviser is effectively serving students and advancing the three main aims of the College Advising Corps; and (c) work with the project director to establish a mutually agreeable work schedule for the adviser; (d) participate in the adviser's evaluation process; (e) meet with and engage in frequent dialogue with the Advising Corps project director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least annually; (g) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the collaboration and ensure that its goals are being met; and (h) report all issues concerning the adviser's performance to the Advising Corps project director.
- Supply access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena.
- Provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations. Adviser access to the District or School's mainframe to retrieve such information is preferred but not required.

- Provide access to student data from the College Board's K12 Educator portal (K12 score reporting portal) to adviser, for the purpose of targeted college and career planning inclusive of PSAT/SAT scores, exam registration history, and AP potential.
- Ensure that the adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in your school's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
- Ensure that the adviser does not serve as a facilitator or proctor of TSI or college-readiness testing.
- Provide the adviser with a reasonable working/meeting space with a computer, internet access, and daily access to phone and voicemail, including access to a photocopier/scanner, printer, and fax machine.
- Allow the adviser to disseminate and collect the annual College Advising Corps student surveys as approved by the Grants, Compliance and Monitoring Department of FWISD. (if applicable).
- Ensure that the adviser has access to and can utilize the program's web-based data collection tool, email, and a wireless internet connection on the adviser's laptop (if necessary).
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, an overview of the mission and culture of the School, and assist the adviser with obtaining a parking pass and School/District badge/identification.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with a college adviser.
- Ensure that the adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the District or School.

#### **Local Match**

- The District agrees to provide matching funds, in the amount of \$140,000, to support the costs associated with providing one (1) full-time Advising Corps college adviser at each of the following District High Schools: **Arlington Heights, Amon Carter-Riverside, Benbrook, Diamond Hill-Jarvis, Paul Laurence Dunbar, Eastern Hills, North Side, R.L. Paschal, Polytechnic, South Hills, Southwest, Green B. Trimble Technical, Western Hills, and O.D. Wyatt** during the term of this agreement.
- The District agrees to submit payment in full to Texas Christian University, on behalf of the TCU College Advising Corps, in monthly installments of \$15,555 per month, starting with the first payment due and payable before October, 1, 2019, and by the first month thereafter for a period of nine months with the final payment of \$15,560 due and payable on or before June 1, 2020.

#### **Program Evaluation**

- External funding for the TCU College Advising Corps program is provided by both the National College Advising Corps (CAC) and the Texas Higher Education Coordinating Board (THECB). As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC. The District/School is expected to provide all necessary data requested by the evaluation team and CAC with the governance of FWISD Grants, Compliance and Monitoring Department. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. A final copy of any report identifying FWISD whether written or in presentation form should be submitted to the Academic Advisement Department.
- Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.

- The Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

#### **Duration of Agreement**

- This agreement applies exclusively to the 2019-2020 academic school year and shall commence on August 1, 2019, and shall terminate on July 31, 2020 unless earlier termination or extension shall occur pursuant to any provision hereof.
- Costs associated with District/School participation in future years will be determined annually.

#### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

#### **Applicable Law**

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the Contract shall be due and payable in Tarrant County, Texas.

#### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

#### **Amendments**

- Modifications to the MOU shall only be made by written amendment and executed by the Advising Corps and the District. Fully executed amendments will then become part of the MOU agreement.

#### **Termination**

- This MOU will automatically terminate at the end of the agreement on July 31, 2020, as noted above.
- Any party may terminate this MOU (for cause) by giving ninety days' written notice to the other party.
- The Advising Corps may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Advising Corps is unable to obtain additional funds for such purpose.

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PAYMENT OF PROGRAM PARTICIPATION FEES TO  
PROJECT LEAD THE WAY**

**BACKGROUND:**

The Career and Technical Education (CTE) and Choice and Enrichment Programming departments request approval to pay the Project Lead the Way (PLTW) program participation fees for the 2019-2020 school year. The goal of PLTW is to provide high quality STEM education to students in Fort Worth ISD through a grant furnished by Lockheed Martin. Additionally, PLTW is the provider of curriculum and experiences that “create an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive”.

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

We are requesting approval for payment to PLTW to accommodate students in 12 elementary, 7 middle, and 14 high schools. Fees are paid yearly on a per campus basis.

The Office of Innovation will work with campuses to ensure grant requirements are fulfilled.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Payment of Program Participation Fees to Project Lead the Way
2. Decline to approve Payment of Program Participation Fees to Project Lead the Way
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Payment of Program Participation Fees to Project Lead the Way.

**FUNDING SOURCE**

***Additional Details***

General Fund

499-11-6499-001-XXX-11-327-000000-18L98

**COST:**

\$56,250

**VENDOR:**

Project Lead the Way

**PURCHASING MECHANISM**

Bid/RFP/R

**Bid/Proposal Statistics**

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 29

Compliant Bids: 204

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

***Purchasing Support Documents Needed:***

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



## **PARTICIPATING SCHOOL/DEPARTMENTS**

### Elementary Schools:

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

### Middle Schools:

Benbrook  
Jacquet  
Leonard  
Meacham  
STEM Preparatory Academy at Meadowbrook  
YMLA  
YWLA

### High Schools:

World Languages Institute  
Benbrook  
Carter-Riverside  
Diamond Hill-Jarvis  
Eastern Hills  
North Side  
OD Wyatt  
Dunbar  
Polytechnic  
South Hills  
Western Hills  
YMLA  
YWLA

Career & Technical Education department  
Choice & Enrichment Programming

**RATIONALE:**

The purpose of the payment of PLTW program participation fees is to provide students with opportunities to experience hands-on learning and related career exploration. Additionally, students will be engaged in activities that require computational thinking, leading to the acquisition of the skills needed to become college, career, and military ready.

**INFORMATION SOURCE:**

Jerry Moore

# MEMORANDUM

**David Saenz, Senior Officer**  
Office of Innovation  
100 N. University Dr., Ste. NE226  
Fort Worth, Texas 76107  
OFFICE #817.814.1800, FAX #817.814-1805  
www.fwisd.org



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

**ACTION REQUIRED**

To: Jerry Moore  
Chief Academic Officer  
Date: June 10, 2019  
Subject: Consent Agenda Item, July 16, 2019  
Approve the Payment of Program Participation Fees to Project Lead the Way

Attached you will find the invoices for 33 elementary, middle, and high school campuses implementing Project Lead the Way (PLTW) for 2019-2020.

The Career and Technical Education (CTE) and Advanced, Accelerated and Innovative Learning (AAIL) departments request approval to pay the Project Lead the Way (PLTW) program participation fees for the 2019-2020 school year. The goal of PLTW is to provide high quality STEM education to students in Fort Worth ISD through a grant furnished by Lockheed Martin. Additionally, PLTW is the provider of curriculum and experiences that “create an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive”.

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

Should you have any questions, please contact Ladye Welpman, PK-8 Career Readiness Coordinator, 817-814-1812 or Stephanie Tennyson, CTE Coordinator, 817-814-1811.

Approved: \_\_\_\_\_  
Jerry Moore  
Chief Academic Officer



## PLTW Participation Confirmation

This Participation Form is the Program Participant's commitment to implement the PLTW Programs listed below and is effective on the date this form is submitted.

### **Fort Worth Independent School District**

100 North University Drive  
Fort Worth, TX, 76107

#### **Program Coordinator**

Ladye Welpman  
ladye.welpman@fwisd.org

#### **Program Coordinator**

Monica Amyett  
monica.amyett@fwisd.org

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

### PLTW Launch (K-5)

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Site Name	Implementation Year
A M Pate EI	2019-2020
Benbrook EL	2019-2020
Cesar Chavez Elementary	2019-2020
Christene C Moss EI	2019-2020
Diamond Hill Elementary	2019-2020
H.V. Helbing Elementary	2019-2020
Luella Merrett EI	2019-2020
M.H. Moore Elementary School	2019-2020
Sunrise-McMillan EL	2019-2020
Waverly Park EI	2019-2020
Western Hills Pri	2019-2020
Westpark EL	2019-2020

### PLTW Gateway (6-8)

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Site Name	Implementation Year
Benbrook Middle-High School	2019-2020
J. Martin Jacquet Middle	2019-2020
Leonard Middle	2019-2020
Meacham Middle School	2019-2020
STEM Preparatory Academy @ Meadowbrook Middle School	2019-2020
Young Mens Leadership Academy	2019-2020
Young Womens Leadership Academy	2019-2020

### PLTW Computer Science (9-12)

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Site Name	Implementation Year
World Languages Institute	2019-2020

### PLTW Engineering (9-12)

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Site Name	Implementation Year
Benbrook Middle-High School	2019-2020
Carter-Riverside High School	2019-2020
Diamond Hill-Jarvis High School	2019-2020
Eastern Hills High School	2019-2020
North Side High School	2019-2020
O.D. Wyatt High School	2019-2020
Paul Laurence Dunbar High School	2019-2020
Polytechnic High School	2019-2020
South Hills High School	2019-2020
Western Hills High School	2019-2020
Young Mens Leadership Academy	2019-2020
Young Womens Leadership Academy	2019-2020

PLTW Biomedical Science (9-12)

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Site Name	Implementation Year
Texas Academy of Biomedical Sciences	2019-2020


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

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

Date: 7-3-19

By:   
Program Participant or its legally authorized designee

Date: June 17, 2019

By:   
Glade Montgomery  
Senior Vice President and Chief of Staff

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



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Young Mens Leadership Academy  
**Date** 5/1/2019  
**Invoice #** 180536  
**Amount** \$3,750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Young Mens Leadership Academy  
 Attn: Dennis McPherson  
 5100 Willie Street  
 Fort Worth, TX 76105

Item	Item #	Item Price	Qty	Total Price
PLTW Engineering Participation-2019/2020		\$3,000.00	1	\$3,000.00
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			Subtotal	\$3,750.00

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneciary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$3,750.00</b>
Amount Paid	\$0.00
Amount Due	\$3,750.00





# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Benbrook Middle School  
**Date** 5/1/2019  
**Invoice #** 180463  
**Amount** \$3,750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Benbrook Middle School  
 Attn: Cole/Vasquez  
 201 Overcrest  
 Benbrook, TX 76126

Item	Item #	Item Price	Qty	Total Price
PLTW Engineering Participation-2019/2020		\$3,000.00	1	\$3,000.00
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$3,750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$3,750.00</b>
Amount Paid	\$0.00
Amount Due	\$3,750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Texas Academy of Biomedical Sciences  
**Date** 5/1/2019  
**Invoice #** 180111  
**Amount** \$2,000.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Texas Academy of Biomedical Sciences  
 Attn: Elizabeth Vann  
 3813 Valentine Street  
 Fort Worth, TX 76107

Item	Item #	Item Price	Qty	Total Price
PLTW Biomedical Science Participation-2019/2020		\$2,000.00	1	\$2,000.00
			<b>Subtotal</b>	<b>\$2,000.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$2,000.00</b>
Amount Paid	\$0.00
Amount Due	\$2,000.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Young Womens Leadership Academy  
**Date** 5/1/2019  
**Invoice #** 179596  
**Amount** \$3,750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Young Womens Leadership Academy  
 Attn: Dorice Warren  
 401 East Eighth Street  
 Fort Worth, TX 79102

Item	Item #	Item Price	Qty	Total Price
PLTW Engineering Participation-2019/2020		\$3,000.00	1	\$3,000.00
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			Subtotal	\$3,750.00

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$3,750.00</b>
Amount Paid	\$0.00
Amount Due	\$3,750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Western Hills High School  
**Date** 5/1/2019  
**Invoice #** 178127  
**Amount** \$1,750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Western Hills High School  
 Attn: R. Malesky  
 3600 Boston Ave.  
 Benbrook, TX 76116

Item	Item #	Item Price	Qty	Total Price
PLTW Engineering Participation-2019/2020		\$3,000.00	1	\$3,000.00
Autodesk License Adjustment-2019/2020		(\$1,250.00)		(\$1,250.00)
			Subtotal	\$1,750.00

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$1,750.00</b>
Amount Paid	\$0.00
Amount Due	\$1,750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Diamond Hill-Jarvis High School  
**Date** 5/1/2019  
**Invoice #** 176376  
**Amount** \$3,000.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Diamond Hill-Jarvis High School  
 1411 Maydell Street  
 Fort Worth, TX 76106

Item	Item #	Item Price	Qty	Total Price
PLTW Engineering Participation-2019/2020		\$3,000.00	1	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$3,000.00</b>
Amount Paid	\$0.00
Amount Due	\$3,000.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** STEM Preparatory Academy @ Meadowbrook Middle School  
**Date** 5/1/2019  
**Invoice #** 176141  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

STEM Preparatory Academy @ Meadowbrook Middle School  
 2001 Ederville Road  
 Fort Worth, TX 76140

Item	Item #	Item Price	Qty	Total Price
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Meacham Middle School  
**Date** 5/1/2019  
**Invoice #** 176013  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Meacham Middle School  
 Attn: A Rivas/MMS  
 3600 Weber Street  
 Fort Worth, TX 76106

Item	Item #	Item Price	Qty	Total Price
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Leonard Middle  
**Date** 5/1/2019  
**Invoice #** 174812  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**  
 Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**  
 Leonard Middle  
 8900 Chapin  
 Fort Worth, TX 76116

Item	Item #	Item Price	Qty	Total Price
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00





# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** J. Martin Jacquet Middle  
**Date** 5/1/2019  
**Invoice #** 174810  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

J. Martin Jacquet Middle  
 2501 Stalcup Rd  
 Fort Worth, TX 76105

Item	Item #	Item Price	Qty	Total Price
PLTW Gateway Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Diamond Hill Elementary  
**Date** 5/1/2019  
**Invoice #** 176679  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Diamond Hill Elementary  
 Attn: Nydia Hyder  
 2000 Dewey Street  
 Fort Worth, TX 76106

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** H.V. Helbing Elementary  
**Date** 5/1/2019  
**Invoice #** 176652  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

H.V. Helbing Elementary  
 Attn: Heidi Hardin  
 3524 North Crump Street  
 Fort Worth, TX 76106

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** M.H. Moore Elementary School  
**Date** 5/1/2019  
**Invoice #** 176651  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

M.H. Moore Elementary School  
 Attn: Sijo Dajami  
 1809 NE 36th Street  
 Fort Worth, TX 76106

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Cesar Chavez Elementary  
**Date** 5/1/2019  
**Invoice #** 176649  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Cesar Chavez Elementary  
 Attn: Christa Beebe  
 3710 Deen Road  
 Fort Worth, TX 76106

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Western Hills Pri  
**Date** 5/1/2019  
**Invoice #** 173501  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Western Hills Pri  
 8300 Mojave Trl  
 Fort Worth, TX 76116

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Waverly Park EI  
**Date** 5/1/2019  
**Invoice #** 173500  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Waverly Park EI  
 3604 Cimarron Tr  
 Fort Worth, TX 76116

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Luella Merrett EI  
**Date** 5/1/2019  
**Invoice #** 173499  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Luella Merrett EI  
 7325 Kermit Ave  
 Fort Worth, TX 76116

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00





# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Christene C Moss El  
**Date** 5/1/2019  
**Invoice #** 173498  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Christene C Moss El  
 4108 Eastland St  
 Fort Worth, TX 76119

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** A M Pate EI  
**Date** 5/1/2019  
**Invoice #** 173497  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

A M Pate EI  
 3800 Anglin Dr  
 Fort Worth, TX 76119

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Invoice

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

**Account** Westpark EL  
**Date** 5/1/2019  
**Invoice #** 173023  
**Amount** \$750.00  
**Status** Open  
**Due date** 8/31/2019

**Billing Address**

Fort Worth Independent School District  
 Attn: Accounts Payable  
 100 North University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**Shipping Address**

Westpark EL  
 10117 Westpark Drive  
 Fort Worth, TX 76126

Item	Item #	Item Price	Qty	Total Price
PLTW Launch Participation-2019/2020		\$750.00	1	\$750.00
			<b>Subtotal</b>	<b>\$750.00</b>

**To pay via EFT/ACH please utilize the following information:**

Bank Name: Old National Bank  
 Bank Address: One Main Street, Evansville, Indiana 47708  
 Beneficiary: Project Lead The Way, Inc - Operating Account  
 Bank Account Number: 103369802  
 Bank Routing Number: 086300012

Please forward your payment remittance advice to [epayment@pltw.org](mailto:epayment@pltw.org)

Tax	\$0.00
<b>Total</b>	<b>\$750.00</b>
Amount Paid	\$0.00
Amount Due	\$750.00



# Quote

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis, IN 46240-3821

Account Sunrise-McMillan EL  
Created 06/11/2019  
Expires 07/26/2019

## Bill To

## Ship To

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2019/2020	\$750.00	\$750.00
		<b>Total</b>	<b>\$750.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

Account Benbrook EL  
 Created 06/11/2019  
 Expires 07/26/2019

**Bill To**

**Ship To**

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2019/2020	\$750.00	\$750.00
<b>Total</b>			<b>\$750.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis, IN 46240-3821

Account World Languages Institute  
Created 06/11/2019  
Expires 07/26/2019

### Bill To

### Ship To

Quantity	Item	Unit Price	Amount
1	PLTW Computer Science Participation-2019/2020	\$2,000.00	\$2,000.00
		<b>Total</b>	<b>\$2,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

Account                    South Hills High School  
 Created                    06/11/2019  
 Expires                    07/26/2019

**Bill To**

**Ship To**

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
<b>Total</b>			<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

Account Polytechnic High School  
 Created 06/11/2019  
 Expires 07/26/2019

**Bill To**

**Ship To**

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
<b>Total</b>			<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE





# Quote

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

Account Paul Laurence Dunbar High School  
 Created 06/11/2019  
 Expires 07/26/2019

**Bill To**

**Ship To**

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
<b>Total</b>			<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis, IN 46240-3821

Account O.D. Wyatt High School  
Created 06/11/2019  
Expires 07/26/2019

## Bill To

## Ship To

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
		<b>Total</b>	<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

Account North Side High School  
 Created 06/11/2019  
 Expires 07/26/2019

**Bill To**

**Ship To**

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
<b>Total</b>			<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



Quote

Project Lead The Way  
 3939 Priority Way South Dr Ste 400  
 Indianapolis, IN 46240-3821

Account Eastern Hills High School  
 Created 06/11/2019  
 Expires 07/26/2019

**Bill To**

**Ship To**

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
<b>Total</b>			<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE



# Quote

Project Lead The Way  
3939 Priority Way South Dr Ste 400  
Indianapolis, IN 46240-3821

Account Carter-Riverside High School  
Created 06/11/2019  
Expires 07/26/2019

## Bill To

## Ship To

Quantity	Item	Unit Price	Amount
1	PLTW Engineering Participation-2019/2020	\$3,000.00	\$3,000.00
		<b>Total</b>	<b>\$3,000.00</b>

QUOTE DOES NOT INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE CONSULTANT TO PROVIDE MENTORING SERVICES FOR THE FWISD MY BROTHER'S KEEPER (MBK) PROGRAM FOR 2019 - 2020**

**BACKGROUND:**

In February 2014 the My Brother's Keeper (MBK) initiative was launched to ensure that all boys and young men of color have opportunities to improve their life outcomes and overcome barriers to success. Shortly thereafter, the FWISD Board of Education approved the Pledge by America's Great City Schools to serve FWISD males of color and accepted the My Brother's Keeper Community Challenge. FWISD currently has MBK Chapters in 17 high schools, with more than 300 participants throughout the District. The Request for Proposal (RFP) period of performance is from the date of award through June 30, 2024, with five (5) one-year optional renewals.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Consultant to Provide Mentoring Services for the FWISD My Brother's Keeper (MBK) Program for 2019-2020
2. Decline to Approve Consultant to Provide Mentoring Services for the FWISD My Brother's Keeper (MBK) Program for 2019-2020
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Consultant to Provide Mentoring Services for the FWISD My Brother's Keeper (MBK) Program for 2019-2020

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$225,000-Not to Exceed

**VENDOR:**

Strategies To Elevate People (STEP)

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-006

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

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

Arlington Heights HS

Carter-Riverside HS

Diamond Hill-Jarvis HS

Dunbar HS

Eastern Hills HS

North Side HS

RL Paschal HS

Polytechnic HS

South Hills HS

Southwest HS

Success HS

TCC-South Collegiate

Trimble Tech HS

YMLA

WLI

Western Hills HS

OD Wyatt HS

**RATIONALE:**

The MBK program provides weekly mentoring sessions with each high school Chapter. As part of these meetings, participants learn about college preparation, career choices, community involvement, cultural consciousness, personal growth, and leadership development. In addition to Chapter meetings, MBK members visit area college campuses, leadership camps and conferences, and are introduced to community leaders and positive role models. These experiences, and the brotherhood of the Chapter, encourage both personal and academic success.

**INFORMATION SOURCE:**

Sherry Breed



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE CONSULTING PROPOSAL AND THE 2019 SUE ROSE INSTITUTE BETWEEN THE COWAN CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**BACKGROUND:**

The FWISD has continued its commitment to re-establishing the tradition of academic excellence at the STEM/VPA Academy at I.M. Terrell High School and Monnig. To produce top-tier students capable of competing academically with students from excellent public and private schools requires significant investment in staff professional development. This professional learning must be transformative for the staff in the Humanities Department at I.M. Terrell and Monnig. Since 1984, the Dallas Institute's Cowan Center™ has been providing primary and secondary educators with transformative learning experiences of the quality of professional learning enjoyed by their peers in *top-tier* private institutions. This agreement with The Cowan Center is for professional learning, consulting, and the 2019 Sue Rose Institute for teachers and curriculum development.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Consulting Proposal and the 2019 Sue Rose Institute between The Cowan Center and Fort Worth Independent School District
2. Decline to Approve the Consulting Proposal and the 2019 Rose Institute between The Cowan Center and Fort Worth Independent School District
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Consulting Proposal and the 2019 Sue Rose Institute between The Cowan Center and Fort Worth Independent School District

**FUNDING SOURCE**

***Additional Details***

General Fund	199-11-6299-001-053-11-307-000000	\$230,000.00
	199-11-6299-001-087-11-119-000000	\$196,000.00
Special Revenue	211-13-6411-0FR-XXX-30-510-000000-19F10	\$72,600.00

**COST:**

\$498,600.00

**VENDOR:**

The Dallas Institute (Cowan Center)

**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**

#001 Carter Riverside HS  
#002 Arlington Heights HS  
#010 Paschal HS  
#014 Southwest HS  
#049 Kirkpatrick MS  
#052 Meadowbrook MS  
#053 Monnig MS  
#057 Rosemong MS  
#071 Benbrook M-HS  
#087 I.M. Terrell  
Literacy Coordinator

## **RATIONALE:**

An Ivy-League Quality Education for Public School Students.

Every public school child deserves the educational experiences and opportunities like those enjoyed by the most privileged students. In order to get a different result, one must do a thing differently. In this case, public school teachers and leaders must engage in professional learning in a manner similar to their peers in top-tier private schools. Cowan Center™ programs are designed to provide this essential educational experience needed to shift the educational paradigm and Cowan Center™ consultancy is designed to maximize the capacity of educators who are developed to possess the wisdom and creativity to provide every public school student with the opportunities to develop the ability to read, write, think, and speak across the disciplines at advanced levels through curricula, methods, and content designed to equip students not only for success in college and career, but with the foundation's success for their lives.

The Sue Rose Institute is designed to inspire and deepen teachers and administrators, as well as to awaken their critical powers and their imaginations for the work of educators. We believe school teachers and primary and secondary administrators will be equipped to provide students with the learning events every day that will help lay the foundations of wisdom for life.

## **INFORMATION SOURCE:**

Jerry Moore

# A Cowan Center™ Consulting Proposal for the Fort Worth ISD Monnig Middle School's COWAN ACADEMY® in the Humanities Grades 6, 7, and 8 in 2019-2020

## *The Purpose of a Cowan Academy® in the Humanities:*

To provide every public school student with the opportunity to develop the ability to read, write, think, and speak *across the disciplines* at an advanced level, based on a foundation of knowledge and skills from a humanities curriculum that is inspired and informed by the educational philosophy of “liberal learning for all” from Drs. Louise and Donald Cowan. It is a curriculum and conduct designed in profundity and scope to equip students not only for success in college and career training, but also with the foundations of wisdom for life.

## **Cowan Center™ Consultancy for 6th-8th Grades at the Monnig Campus in 2019-2020**

### ***Expert Practitioners Uniquely Equipped:***

- To assist in vetting candidates for teaching positions as needed
- To provide TEKS aligned integrated 6th and 7th grade humanities curricula for Monnig to license for use
- To provide assessments and supplemental material for Monnig to license for use with 6th-8th grade humanities students
- **To provide professional support to implement 6th and 7th grade humanities classes and to maintain and refine the 8th grade humanities classes in the second year**
- Weekly, to coach Monnig faculty in the implementation of the 6th-8th grade humanities curricula to anticipate the material of the upcoming week
- To provide 6-8 executive campus visits with administrators and Cowan Academy® teachers
- To provide individual coaching for 6th, 7th, and 8th grade humanities faculty according to need
- To help faculty develop the capacity to refine and maintain their humanities curriculum
- To provide speakers expert in particular content to help enrich faculty understanding of the curricula
- To provide Anchor programs designed to cultivate intellectual community in the “spirit of liberal learning” for all among the humanities faculty and administrators through workshops, instruction, coaching, and content immersion

### **COWAN CENTER™ ANCHOR PROGRAMS:**

- August Orientation: two days of Cowan Academy® faculty and administrator workshops at the Dallas Institute focused on the philosophy, modes, and conduct of liberal learning for all and a robust, integrated humanities department
- Intellectual Retreats: workshops designed to provide professional support according to the needs of the humanities faculty and administration engaged in Cowan Academy® programs while cultivating the community of faculty and administration
- End-of-Year Curriculum Workshop: multi-day, on-site workshops designed to begin to teach Terrell humanities faculty and administration how to assess and refine the curriculum

### **COWAN CENTER™ CONSULTANT 2019-2020 POINTS OF CONTACT FOR TERRELL**

#### **COWAN ACADEMY® IN THE HUMANITIES—9TH AND 10TH GRADE FACULTY AND ADMINISTRATION**

- In Anchor Programs: Orientation, Intellectual Retreats, End-of-Year Curriculum Workshop
- On campus a *minimum* of 5 hours per week, 32 weeks of the school year
- Available for consultation with faculty or administration by phone or email (response within 24 hours)

**MONNIG COWAN ACADEMY® CONSULTING FEE FOR 2019-2020**

**\$230,000.00**

Provided by the  
DALLAS INSTITUTE'S



Louise AND Donald Cowan  
Center FOR Education™  
IN SAPIENTIA LIBERTAS



# A Cowan Center™ Consulting Proposal for the Fort Worth ISD

## I. M. Terrell’s COWAN ACADEMY® in the Humanities—2019-2020

### *The Purpose of a Cowan Academy® in the Humanities:*

To provide every public school student with the opportunity to develop the ability to read, write, think, and speak *across the disciplines* at an advanced level, based on a foundation of knowledge and skills from a humanities curriculum that is inspired and informed by the educational philosophy of “liberal learning for all” from Drs. Louise and Donald Cowan. It is a curriculum and conduct designed in profundity and scope to equip students not only for success in college and career training, but also with the foundations of wisdom for life.

### Cowan Center™ Consultancy for 9th and 10th Grades at the Terrell Campus in 2019-2020

#### *Expert Practitioners Uniquely Equipped:*

- To assist in vetting candidates for teaching positions as needed
- To provide, and throughout the 2019-2020 school year refine, a TEKS aligned integrated 10th grade humanities curriculum that Terrell can license for use in its Cowan Academy® in the 2019-2020 school year
- To provide assessments and supplemental material for Terrell to license for use with 10th grade Cowan Academy® humanities students in the 2019-2020 school year
- Weekly, to coach Terrell faculty in the implementation of the 10th grade humanities curriculum to anticipate the material of the upcoming week
- To provide 6-8 executive campus visits for administrators and Cowan Academy® teachers
- To coach Terrell faculty in the second year’s implementation of the 9th grade humanities curriculum
- To provide speakers expert in particular content to help enrich faculty understanding of the curricula
- To provide Anchor programs designed to cultivate intellectual community among the humanities faculty and administrators through workshops, instruction, coaching, and content immersion
- To provide programs designed to foster an intellectual community of liberal learning among Terrell faculty and administrators as they develop the culture of Terrell in the modes and conduct of liberal learning for all
- To provide individual coaching for 9th and 10th grade humanities faculty according to need
- To help faculty develop the capacity to refine and maintain their humanities curriculum

#### COWAN CENTER™ ANCHOR PROGRAMS:

- August Orientation: two days of Cowan Academy® faculty and administrator workshops at the Dallas Institute focused on the philosophy, modes, and conduct of liberal learning for all and a robust, integrated humanities department
- Intellectual Retreats: workshops designed to provide professional support according to the needs of the humanities faculty and administration engaged in Cowan Academy® programs while cultivating the community of faculty and administration
- End-of-Year Curriculum Workshop: multi-day, on-site workshops designed to begin to teach Terrell humanities faculty and administration how to assess and refine the curriculum

#### COWAN CENTER™ CONSULTANT 2019-2020 POINTS OF CONTACT FOR TERRELL

#### COWAN ACADEMY® IN THE HUMANITIES—9TH AND 10TH GRADE FACULTY AND ADMINISTRATION

- In Anchor Programs: Orientation, Intellectual Retreats, End-of-Year Curricula Workshop
- On campus a *minimum* of 5 hours per week, 32 weeks of the school year
- Available for consultation with faculty or administration by phone or email (response within 24 hours)

**TERRELL COWAN ACADEMY® CONSULTING FEE FOR 2019-2020**

**\$196,000.00**

Provided by the  
DALLAS INSTITUTE’S



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Center FOR Education™  
IN SAPIENTIA LIBERTAS

A program presented by the  
DALLAS INSTITUTE'S



Louise AND Donald Cowan  
Center FOR Education™

IN SAPIENTIA LIBERTAS

**I N V O I C E**

**Invoice #278**

**June 19, 2019**

The 2019 Sue Rose Summer Institute—July 8-26, 2019  
Tragedy and Comedy: Literature as a Mode of Knowledge

**For:** Jasmine Buchanan—Rosemont MS  
Meghan Day—Meadowbrook MS  
Dena Franco—Monnig MS  
Rebekkah Hundt— Monnig MS  
Dr. Kellye Kirkpatrick—Monnig MS  
Mary Beth LaTour—Southwest HS  
Wesley Pendry—Meadowbrook MS  
Johnna Purchase—Amon Carter Riverside HS  
Yasmine Stanley—Paschal HS  
Hayley Yates—Monnig MS

Zachary Collins—Arlington Hts HS  
Sabrina Fantroy-Stevens—Benbrook M-HS  
Billie Hainsey—Meadowbrook MS  
Mr. Mark Jasso—Admin  
TJ Klockenga—Benbrook M-HS  
Mr. Marron McWilliams—Meadowbrook MS  
Kathryn Perroni—Amon Carter Riverside HS  
Leo Vaughns—Kirkpatrick MS

Fee per participant: \$3,000.00  
**Amount Due: \$54,000.00**

The 2019 Sue Rose Summer Institute—June 24-28, 2019  
Lyric Tradition I: Literature as a Mode of Knowledge

**For: Amy Wyles—Arlington Heights HS—\$600.00**

**Total Amount Due: \$54,600.00**

**By June 30, 2019, please remit payment to:**

The Dallas Institute of Humanities and Culture  
Pam Mueller, Finance Manager  
2719 Routh Street  
Dallas, Texas 75201

The Dallas Institute's Cowan Center™ is Dallas ISD Sole Source Provider #8172.  
The Dallas Institute's Cowan Center™ is Fort Worth ISD Vendor #24571.

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE 2019-2020 ALLOCATION FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDER AT YOUNG MEN'S LEADERSHIP ACADEMY, GLENCREST 6TH, ROSEMONT 6TH, WEDGWOOD 6TH, RIVERSIDE MS, MONNIG MS AND MCCLUNG MS**

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. Young Men's Leadership Academy (YMLA) has been an active FWAS campus through a series of Federal 21<sup>st</sup> Century Grants since SY 2008-2009. FWAS was able to fund YMLA for SY 2018-2019 due to a series of fortuitous program events. The 2018-2019 program allocation was at a significantly reduced rate but programming was able to proceed at a high level due to the efforts of the Site Supervisor. Programs will include vibrant enrichment programming, focused reinforcement strategies, afterschool snacks and full dinners provided under Texas Department of Agriculture (TDA) guidelines. YMCA – McDonald Branch – will oversee programming for the 2019-2020 school year. YMCA has successfully responded to Bid 17- 044. This is the third year of a five year bid cycle. In addition to YMLA's participation, Glencrest 6<sup>th</sup>, Rosemont 6<sup>th</sup>, Wedgwood 6<sup>th</sup>, Riverside MS, Monnig MS and McClung MS will participate.

**STRATEGIC GOAL:**

**1 – Increase Student Achievement**

**ALTERNATIVES:**

1. Approve 2019-2020 Allocation For Fort Worth After School (FWAS) Full Service Provider at Young Men's Leadership Academy, Glencrest 6<sup>th</sup>, Rosemont 6<sup>th</sup>, Wedgwood 6<sup>th</sup>, Riverside MS, Monnig MS and McClung MS
2. Decline to Approve 2019-2020 Allocation For Fort Worth After School (FWAS) Full Service Provider at Young Men's Leadership Academy, Glencrest 6<sup>th</sup>, Rosemont 6<sup>th</sup>, Wedgwood 6<sup>th</sup>, Riverside MS, Monnig MS and McClung MS
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2019-2020 Allocation For Fort Worth After School (FWAS) Full Service Provider at Young Men’s Leadership Academy, Glencrest 6<sup>th</sup>, Rosemont 6<sup>th</sup>, Wedgwood 6<sup>th</sup>, Riverside MS, Monnig MS and McClung MS

**FUNDING SOURCE**

***Additional Details***

General Fund

199-61-6299-001-083-30-395-000000

**COST:**

\$280,000.00

**VENDOR:**

Clayton Youth Services

**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**

Fort Worth After School  
 YMCA: Young Men’s Leadership Academy  
 Glencrest 6<sup>th</sup>  
 Rosemont 6<sup>th</sup>  
 Wedgwood 6<sup>th</sup>  
 Riverside MS  
 Monnig MS  
 McClung MS



**RATIONALE:**

The General Fund will be utilized to support FWAS programming at Young Men's Leadership Academy, Glencrest 6<sup>th</sup>, Rosemont 6<sup>th</sup>, Wedgwood 6<sup>th</sup>, Riverside MS, Monnig MS and McClung MS for the 2019-2020 School Year.

**INFORMATION SOURCE:**

Karen Molinar  
Cherie Washington  
Raul Pena

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE PURCHASE OF STATEWIDE ASSESSMENT MATERIALS  
FOR IDENTIFICATION OF ENGLISH LEARNERS**

**BACKGROUND:**

Pursuant to Texas Education Code Section 29.056(a)(2)-(3), 19 Texas Administrative Code §89.1226, Testing and Classification of Students, effective beginning in the 2019-2020 school year, requires Local Educational Agencies (LEAs) to administer the single state-approved English language proficiency test to all students with a language other than English indicated on the home language survey for the purpose of identification as an English learner (EL). LEAs will no longer select from the Commissioner’s List of Approved Tests under this new requirement.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of Statewide Assessment Materials for Identification of English Learners
2. Decline to Approve the Purchase of Statewide Assessment Materials for Identification of English Learners
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Purchase of Statewide Assessment Materials for Identification of English Learners

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6339-0D9-999-25-370-000000

**COST:**

\$61, 406.75

**VENDOR:**

Data Recognition Corporation (DRC)

## **PURCHASING MECHANISM**

This purchase is in accordance with the Texas Education Code section 29.056 (a) (2)(3), 19 Texas Administrative Code 89.1226, Testing and Classification of Students, effective beginning in the 2019-2020 school year, TEA determined that the best value offered to the State of Texas is the Pre-LAS and LAS assessments developed by Data Recognition Corporation (DRC) . Supporting documentation 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**

Student Placement Center

### **RATIONALE:**

New statewide Assessment Materials for Identification of English Learners

### **INFORMATION SOURCE:**

Jerry Moore



# Texas – English Learner Identification 2019-2020

## LAS Battery of Assessments A La Carte Order Form



### Ship to

Contact Name: Diana De La Paz  
 Contact Title: Director  
 Phone: 817-815-7700  
 Email Address: diana.delapaz@fwisd.org  
 Organization Name: FWISD - Student Placement Ctr  
 Shipping Address: 999 N. University Dr.  
 City: Fort Worth  
 State: TX Zip Code: 76114

### Bill to

Same as Ship to  
 Contact Name: Diana De La Paz  
 Contact Title: Director  
 Phone: 817-815-7700  
 Email: diana.delapaz@fwisd.org  
 Organization Name: FWISD - Student Placement Ctr  
 Billing Address: 999 N. University Dr.  
 City: Fort Worth  
 State: TX Zip Code: 76114

## ENGLISH ASSESSMENTS

### LAS LINKS ONLINE

*\*Quarterly audits of online usage will begin on October 1st. Overages will be invoiced at the time of the audit.*

Grade	ISBN	Item Description	UNIT	QTY	Price	Total
1	C6021602	LAS Links Online Administrations (includes 2 domains)	Each	500	\$4.83	\$2,415.00
2-12	C6021600	LAS Links Online Administrations (includes 4 domains)	Each	2600	\$9.65	\$25,090.00

### TEST EXAMINER'S KITS

- ▶ Purchase preLAS Test Administrations Kits at a rate of one kit for every 50 students or less.
- ▶ Purchase LAS Links Test Administrations Kits at a rate of one kit for every 25 students or less in a grade span.

pK3-K	C6545000	preLAS Form C, Examiner's Kit (Examiner's Guide, Audio CD, Cue Picture Book, & 50 consumable score sheets)	Each	10	\$262.50	\$2,625.00
1	C6535000	LAS Links Form A, Grade 1 Classroom Kit (Examiner's Guide, Audio CD, & Cue Picture Book)	Each	5	\$110.00	\$550.00
2-3	C6535100	LAS Links Form A, Grades 2-3 Classroom Kit (Examiner's Guide, Audio CD, & Cue Picture Book)	Each	5	\$110.00	\$550.00
4-5	C6535200	LAS Links Form A, Grades 4-5 Classroom Kit (Examiner's Guide, & Audio CD)	Each	5	\$30.00	\$150.00
6-8	C6535300	LAS Links Form A, Grades 6-8 Classroom Kit (Examiner's Guide, & Audio CD)	Each	5	\$30.00	\$150.00
9-12	C6535400	LAS Links Form A, Grades 9-12 Classroom Kit (Examiner's Guide, & Audio CD)	Each	5	\$30.00	\$150.00
K-12	C6530103	LAS Links Forms A&B Interpretation Guide	Each	5	\$46.25	\$231.25

### CONSUMABLE MATERIALS

pK3-K	C6546905	preLAS Form C, Scannable Score Sheet	10/pkg		\$17.90	
pK3-K	C6546900	preLAS Form C, Scannable Score Sheet	50/pkg	50	\$87.50	\$4,375.00
1	C6528505	LAS Links Form A, Grade 1 Student Answer Book w/ Content	10/pkg		\$38.50	
1	C6528500	LAS Links Form A, Grade 1 Student Answer Book w/ Content	25/pkg	10	\$96.25	\$962.50

Grade	ISBN	Item Description	UNIT	QTY	Price	Total
2-3	C6528605	LAS Links Form A, Grades 2-3 Student Answer Book w/ Content	10/pkg		\$38.50	
2-3	C6528600	LAS Links Form A, Grades 2-3 Student Answer Book w/ Content	25/pkg	8	\$96.25	\$770.00
4-5	C6529205	LAS Links Form A, Grades 4-5 Student Answer Book	10/pkg		\$26.50	
4-5	C6529200	LAS Links Form A, Grades 4-5 Student Answer Book	25/pkg	8	\$66.25	\$530.00
6-8	C6529305	LAS Links Form A, Grades 6-8 Student Answer Book	10/pkg		\$26.50	
6-8	C6529300	LAS Links Form A, Grades 6-8 Student Answer Book	25/pkg	10	\$66.25	\$662.50
9-12	C6529405	LAS Links Form A, Grades 9-12 Student Answer Book	10/pkg		\$26.50	
9-12	C6529400	LAS Links Form A, Grades 9-12 Student Answer Book	25/pkg	10	\$66.25	\$662.50
K-12	C6530005	LAS Links Form A, Student Profile Sheet (For local scoring only)	10/pkg		\$26.50	
K-12	C6530002	LAS Links Form A, Student Profile Sheet (For local scoring only)	25/pkg	20	\$66.25	\$1,325.00

### REUSABLE/NON-CONSUMABLE MATERIALS

pK3-K	C6545900	preLAS Forms C&D, Examiner's Manual	Each		\$64.10	
pK3-K	C6545300	preLAS Form C, Cue Picture Book	Each		\$74.80	
pK3-K	C6548200	preLAS Form C, Story CD	Each		\$44.40	
4-5	C6528705	LAS Links Form A, Grades 4-5 Student Book w/ Cue Pictures	10/pkg	1	\$32.00	\$32.00
4-5	C6528700	LAS Links Form A, Grades 4-5 Student Book w/ Cue Pictures	25/pkg		\$80.00	
6-8	C6528805	LAS Links Form A, Grades 6-8 Student Book w/ Cue Pictures	10/pkg	1	\$32.00	\$32.00
6-8	C6528800	LAS Links Form A, Grades 6-8 Student Book w/ Cue Pictures	25/pkg		\$80.00	
9-12	C6528905	LAS Links Form A, Grades 9-12 Student Book w/ Cue Pictures	10/pkg	1	\$32.00	\$32.00
9-12	C6528900	LAS Links Form A, Grades 9-12 Student Book w/ Cue Pictures	25/pkg		\$80.00	

### SPANISH ASSESSMENTS

#### LAS LINKS ESPAÑOL ONLINE

*\*Quarterly audits of online usage will begin on October 1st. Overages will be invoiced at the time of the audit.*

1-12	C6021601	LAS Links Español Online Administrations (includes 2 domains)	Each	1500	\$4.83	\$7,245.00
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### TEST EXAMINER'S KITS

► Purchase preLAS Test Administrations Kits at a rate of one kit for every 50 students or less.

► Purchase LAS Links Test Administrations Kits at a rate of one kit for every 25 students or less in a grade span.

Grade	ISBN	Item Description	UNIT	QTY	Price	Total
pK3-K	C6545200	preLAS Form C, Examiner's Kit - Spanish (Examiner's Guide, Audio CD, Cue Picture Book, & 50 consumable score	Each	10	\$262.50	\$2,625.00
1	C6600000	LAS Links Español A, Grade 1 Classroom Kit (Examiner's Guide, Audio CD, & Cue Picture Book)	Each	5	\$110.00	\$550.00
2-3	C6600100	LAS Links Español A, Grades 2-3 Classroom Kit (Examiner's Guide, Audio CD, & Cue Picture Book)	Each	5	\$110.00	\$550.00
4-5	C6600200	LAS Links Español A, Grades 4-5 Classroom Kit (Examiner's Guide & Audio CD)	Each	5	\$30.00	\$150.00
6-8	C6600300	LAS Links Español A, Grades 6-8 Classroom Kit (Examiner's Guide & Audio CD)	Each	5	\$30.00	\$150.00
9-12	C6600400	LAS Links Español A, Grades 9-12 Classroom Kit (Examiner's Guide & Audio CD)	Each	5	\$30.00	\$150.00
K-12	C6602103	LAS Links Español A Interpretation Guide	Each		\$46.25	

### CONSUMABLE MATERIALS

pK3-K	C6547105	preLAS Form C - Spanish, Scannable Score Sheet	10/pkg		\$17.80	
pK3-K	C6547100	preLAS Form C - Spanish, Scannable Score Sheet	50/pkg	50	\$87.50	\$4,375.00
1	C6600505	LAS Links Español A, Grade 1 Student Answer Book w/ Content	10/pkg		\$38.50	
1	C6600500	LAS Links Español A, Grade 1 Student Answer Book w/ Content	25/pkg	12	\$96.25	\$1,155.00
2-3	C6600605	LAS Links Español A, Grades 2-3 Student Answer Book w/ Content	10/pkg		\$38.50	
2-3	C6600600	LAS Links Español A, Grades 2-3 Student Answer Book w/ Content	25/pkg	16	\$96.25	\$1,540.00
4-5	C6601205	LAS Links Español A, Grades 4-5 Student Answer Book	10/pkg		\$26.50	
4-5	C6601200	LAS Links Español A, Grades 4-5 Student Answer Book	25/pkg	14	\$66.25	\$927.50
6-8	C6601305	LAS Links Español A, Grades 6-8 Student Answer Book	10/pkg		\$26.50	
6-8	C6601300	LAS Links Español A, Grades 6-8 Student Answer Book	25/pkg		\$66.25	
9-12	C6601405	LAS Links Español A, Grades 9-12 Student Answer Book	10/pkg		\$26.50	
9-12	C6601400	LAS Links Español A, Grades 9-12 Student Answer Book	25/pkg		\$66.25	
K-12	C6602005	LAS Links Español A, Student Profile Sheet (For local scoring only)	10/pkg		\$26.50	
K-12	C6602000	LAS Links Español A, Student Profile Sheet (For local scoring only)	25/pkg	10	\$66.25	\$662.50

## REUSABLE/NON-CONSUMABLE MATERIALS

Grade	ISBN	Item Description	UNIT	QTY	Price	Total
pK3-K	C6546000	preLAS Forms C - Spanish, Examiner's Manual	Each		\$64.10	
pK3-K	C6545500	preLAS Form C - Spanish, Cue Picture Book	Each		\$74.80	
pK3-K	C6548500	preLAS Form C - Spanish, Story CD	Each		\$44.40	
4-5	C6600705	LAS Links Español A, Grades 4-5 Student Book	10/pkg	1	\$32.00	\$32.00
4-5	C6600700	LAS Links Español A, Grades 4-5 Student Book	25/pkg		\$80.00	
6-8	C6600805	LAS Links Español A, Grades 6-8 Student Book	10/pkg		\$32.00	
6-8	C6600802	LAS Links Español A, Grades 6-8 Student Book	25/pkg		\$80.00	
9-12	C6600905	LAS Links Español A, Grades 9-12 Student Book	10/pkg		\$32.00	
9-12	C6600900	LAS Links Español A, Grades 9-12 Student Book	25/pkg		\$80.00	
<b>Please attach purchase order and any special billing forms.</b> <b>Applicable state and local taxes are prepaid and will be added to your invoice.</b> <b>Prices effective through the duration of the contract.</b>					<b>Total:</b>	\$61,406.75

Texas School Districts may order the LAS Battery of Assessments directly from DRC under the authority of the Texas Education Agency (TEA) resulting from Contract # 3931. The state-wide contract contains all standard and education related terms and conditions that are required by the State of Texas for the purchase of education assessments, including certifications and representations. Therefore, Texas School Districts can order the LAS Battery of Assessments on the DRC-provided order forms and will be billed by DRC for their purchases. No other district level procurement forms are necessary for the transactions.

**Please submit your form to: [LASOrderTX@DataRecognitionCorp.com](mailto:LASOrderTX@DataRecognitionCorp.com)**

For questions about the ordering process,  
please contact DRC Order Support at (833) 867-5679, Option #1

Order Form Privacy Statement: DRC shall have the right to use student personal information and data and Licensee Information for research purposes for development of assessment tests, statistical analysis and norms and other research purposes (collectively "Research"), provided that students' identifiable information will be used only in the aggregate so the privacy of the individual's such information will be maintained.

Customer Privacy Notice: DRC respects your privacy. We use your contact information to fulfill your requests and service your account. Your information is located in a secure database in the U.S. and access is limited to authorized persons. You may contact DRC, 13490 Bass Lake Road, Maple Grove, MN 55311 or call 1.800.538.9547 to Opt Out, review your data or ask questions. For more information about Data Recognition Corporation's Privacy Policy, visit our website at [www.datarecognitioncorp.com/Pages/privacy.aspx](http://www.datarecognitioncorp.com/Pages/privacy.aspx).



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PURCHASE OF LEARNING MANAGEMENT SYSTEM**

**BACKGROUND:**

*itslearning* is a web-based, comprehensive learning management system (LMS) used to create and deliver online instruction for students and online professional learning for teachers. It is a digital learning platform, which provides students and teachers 24-7 access to instructional material, coursework, and digital textbooks from any device.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Learning Management System
2. Decline to Approve Purchase of Learning Management System
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Learning Management System

**FUNDING SOURCE**

*Additional Details*

General Fund

199-11-6399-001-XXX-11-610-000000

**COST:**

\$94,500.00



**VENDOR:**

itslearning, Inc.

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract No. DIR-TSO-3425. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

Approval of this agenda item will allow the District to continue providing students and teachers with a digital tool to create and deliver online instruction.

**INFORMATION SOURCE:**

Jerry Moore



***Renewal Proposal/Agreement for***  
Fort Worth Independent School District

Prepared by  
Ernesto Ayala  
July 3, 2019

## Pricing Quote – Texas DIR-TSO-3425

### Pricing Summary

Product Name	Product Code	Quantity	Unit Price	Total Price
Consultancy hours to be used for Technical Integrations, Project Management and other Consultancy Needs as Needed	300515-D	60	USD 150.00	USD 9,000.00
Annual Student License	330010-Y	38,000	USD 2.25	USD 85,500.00

**Invoicing and Pricing Notes:**

- itslearning subscriptions will be invoiced annually on your contract anniversary.
- Pricing based on number of student licenses. itslearning does not charge a license fee for administrative staff, teacher or parent use.
- Any applicable taxes or fees will be charged on invoice

**Contract Total:**

USD 94,500.00

## 1. SCOPE OF WORK (Consultancy Hours)

### 1.1 Implementation Services for Year 5 include:

#### 1.1.1 Project Management

Itslearning will provide regular status calls with the itslearning and FWISD teams to plan, revise, review and oversee any and all areas of the itslearning implementation. Itslearning Project Manager will maintain all project documents in the Project Management Community.

#### 1.1.2 Content Integration Support

Details: Cost Estimate is based on the load of 10 thin common cartridges (from any IMS Certified Content Provider) into the Partners site for initial testing. Facilitating user acceptance testing (UAT) on the district's test environment. Load of the content into the Production environment upon sign-off of UAT.

Thin common cartridges: This type of integration occurs when the content provider supplies 1 LTI link per resource from a textbook. The LTI links can be loaded into the library or a course base don the district's preferences. Most content providers such as HMH and Pearson provide 1 cartridge per subject area for each grade level. For example, Go Math K-8 has 1 common cartridge per grade level (9 common cartridges).

#### 1.1.3 Technical Integration Support

Itslearning will provide technical support for data integration, SSO and customer support for issues.

<i>Scope of Agreement</i>	
Agreement type:	New customer <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> support <input type="checkbox"/> Other <input type="checkbox"/>
Agreement duration:	12 months
Starting date:	7/1/2019
Base Storage	600 MB per User
Licensed users	38,000
Business address:	Itslearning, Inc. 300 Washington Street One Gateway Center Suite 702, Newton, MA 02458, USA
Phone:	(470) 297-5000
Fax:	978-849-6604
E-mail:	Tara.Moroney@itslearning.com & Contracts.US@itslearning.com
Home page:	www.itslearning.com

**Acceptance of Terms:**

By signing, the parties accept the provisions of this Agreement:

Licensor: itslearning, Inc

Client: Fort Worth ISD

\_\_\_\_\_  
(Signature of itslearning)

\_\_\_\_\_  
(Signature of Client)

Name: Tim Baldwin

Name: Kent P. Scribner, Ph.D.

Title: President

Title: Superintendent of Schools

Date:

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

*Please sign and email to [Tara.Moroney@itslearning.com](mailto:Tara.Moroney@itslearning.com) and [contracts.us@itslearning.com](mailto:contracts.us@itslearning.com) and cc [ernesto.ayala@itslearning.com](mailto:ernesto.ayala@itslearning.com)*



## Itslearning, Inc.

Vendor ID  
16115929210

URL

**Vendor Website**

<http://www.itslearning.net/pricing>

HUB Type

Non HUB

DIR Contract Number

DIR-TSO-3425

Contract Term End Date

5/26/2019

Contract Exp Date

5/26/2020

### Contact Itslearning, Inc.

Contact

**Kyle Paczkowski**

<mailto:kyle.paczkowski@itslearning.com>

Phone

(470) 297-5000 ext 1103

Fax

(888) 329-6485

### Contact DIR

Contact

**Tom Hay**

<mailto:tom.hay@dir.texas.gov>

Phone

(512) 936-7199

Fax

(512) 475-4759

## Contract Overview

ItsLearning, Inc. offers Education Information Technology (IT) Products and Related Services. Brands available include Itslearning. Customers can purchase directly through this DIR contract. DIR contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available on this contract.

## Contract Documents

- [DIR-TSO-3425 Contract PDF \(248.96KB\)](#)  
<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Contract.pdf>
- [DIR-TSO-3425 Appendix A Standard Terms and Conditions \(per Amendment 2\) PDF \(418.37KB\)](#)  
[http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix A Standard Terms and Conditions \(per Amendment 2\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix A Standard Terms and Conditions (per Amendment 2).pdf)
- [DIR-TSO-3425 Appendix B HUB Subcontracting Plan \(Approved on 05-18-2017\) PDF \(1004.37KB\)](#)  
[http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix B HUB Subcontracting Plan \(Approved on 05-18-2017\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix B HUB Subcontracting Plan (Approved on 05-18-2017).pdf)

- [DIR-TSO-3425 Appendix C Pricing Index \(per Amendment 2\) PDF \(100.92KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425%20Appendix%20C%20Pricing%20Index%20(per%20Amendment%20).pdf)  
([http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix C Pricing Index \(per Amendment 2\).pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix C Pricing Index (per Amendment 2).pdf))
- [DIR-TSO-3425 Appendix D Service Agreement PDF \(679.31KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix D Service Agreement.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Appendix D Service Agreement.pdf>)
- [RFO DIR-TSO-TMP-213 for DIR-TSO-3425 PDF \(594.31KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/RFO DIR-TSO-TMP-213 for DIR-TSO-3425.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/RFO DIR-TSO-TMP-213 for DIR-TSO-3425.pdf>)
- [DIR-TSO-3425 Amendment 1 PDF \(228.9KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Amendment 1.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Amendment 1.pdf>)
- [DIR-TSO-3425 Amendment 2 PDF \(157.67KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Amendment 2.pdf)  
(<http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3425 Amendment 2.pdf>)

### Electronic and Information Resources (EIR) Accessibility

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

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader \(http://get.adobe.com/reader/\)](http://get.adobe.com/reader/) in order to view these documents.

### How To Order

1. For product and pricing information, visit the [Itslearning, Inc. \(http://www.itslearning.net/pricing\)](http://www.itslearning.net/pricing) website or contact [Kyle Paczkowski \(mailto:kyle.paczkowski@itslearning.com\)](mailto:kyle.paczkowski@itslearning.com) at (470) 297-5000 ext 1103
2. Generate a purchase order made payable to Itslearning, Inc. and you must reference the DIR Contract Number **DIR-TSO-3425** on your purchase order.
3. E-mail or fax your purchase order and quote form to your designated vendor sales representative.

### Available Brands (2 total)

itslearning  
Services

[Show more](#)

**Available Products & Services** (1 total)

Technical Services

Show more

**Commodity Codes** (7 total)

207-32 - Computer Instructional Aids and Training Devices

208-43 - Educational: Foreign Languages, Math, Science, Social Studies, etc.

208-53 - Integrated Software

208-54 - Internet and Web Site Software for Microcomputers

209-48 - Games: Adventure, Board, Puzzles, Strategy, etc. (See 037-84; 208-47; 785-53; and 805-51 for other type games)

Show more

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300 W. 15th Street, Suite 1300

Austin, TX 78701 | 512.475.4700



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
itslearning, inc  
Newton, MA United States

Certificate Number:  
2017-269961

Date Filed:  
10/09/2017

Date Acknowledged:  
*10/10/17*

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Worth ISD

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

DIR TSO#3425  
Learning Management System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Robert Cardone*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Cardone, this the 10<sup>th</sup> day of October, 2017, to certify which, witness my hand and seal of office.

*Sophort Pauro*  
\_\_\_\_\_  
Signature of officer administering oath

Sophort Pauro  
\_\_\_\_\_  
Printed name of officer administering oath

Notary Public  
\_\_\_\_\_  
Title of officer administering oath

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE PURCHASE OF N2Y, LLC (UNIQUE LEARNING SYSTEMS AND NEWS-2-YOU) SOFTWARE LICENSES AND TRAINING**

**BACKGROUND:**

Currently, the Special Education Department has purchased various materials for individual teachers to pull together a curriculum that follows the TEKS based on their individual student's needs. These two programs will allow consistency in what is being taught across the district and will increase the rigor of the lessons. Teachers will have access to materials aligned with the TEKS and the IEP goals of each student. The programs will allow teachers more time to plan for lessons and differentiation.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of N2Y, LLC (Unique Learning Systems and News-2-You) Software Licenses and Training
2. Decline to Approve the Purchase of N2Y, LLC (Unique Learning Systems and News-2-You) Software Licenses and Training
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of N2Y, LLC (Unique Learning Systems and News-2-You) Software Licenses and Training

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6399-001-514-23-229-000000

**COST:**

\$140,324.84

**VENDOR:**

N2Y, LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 29

Compliant Bids: 204

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**

Special Education Department

Specialized Classrooms across the District (PPCD, LINC, TAP)

**RATIONALE:**

To increase differentiation and rigor in specialized classrooms (PPCD, LINC, TAP).

**INFORMATION SOURCE:**

Jerry Moore

**Quote #**

Q-13893

**Date**

7/9/2019

**Remit To**

N2Y, LLC  
PO Box 550  
Huron, OH 44839

**Contact Info**

Missy Heady  
missy.heady@fwisd.org

**Bill To**

Fort Worth Independent School District  
100 North University  
Suite Northwest 140-E  
Fort Worth, Texas 76107

**Ship To**

Fort Worth Independent School District  
100 North University  
Suite Northwest 140-E  
Fort Worth, Texas 76107

**Date**

7/9/2019

**Payment Terms**

Net 30

**Purchase Order**

Item	Description	Type	Subscription	Subscription Start	Subscription End	Unit Cost	QTY	Amount
ULS	Unique Learning System®	Renewal	158823	8/19/2019	8/18/2020	\$528.10	167	\$88,192.70
NWS	News-2-You®	Renewal	158821	8/19/2019	8/18/2020	\$186.42	167	\$31,132.14

Thank you for your business. In need of additional assistance, please call us toll free at 1-800-697-6575.

Sub-Total: \$119,324.84  
Sales Tax: \$0.00  
Total: \$119,324.84

**Please Note:**

This quote is good for 90 days. Purchase Orders or payment via Credit Card must be received within 90 days from the date of this quote in order to guarantee the listed price.

n2y accepts credit cards for orders under \$5,000 and cash or ACH payments for orders over \$5,000. Your sales representative would be happy to address any questions you might have regarding these policies.

Quote #	Date
Q-13893	7/9/2019



Dear

Quote Q-13893

- This quote is valid for 90 days. Purchase Orders or payment via credit card must be received within 90 days from the date of this quote in order to guarantee the listed price.

- Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))

NOTE: Your order/quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this quote:

1. Fax your purchase order and a copy of your quote to 419-433-9810.
2. Email your purchase order to [sales@n2y.com](mailto:sales@n2y.com) or reply back to your sales representative.
3. Contact n2y Sales toll free at 1-800-697-6575 8:00am-4:30pm EST, Monday-Friday to pay using a credit card.
4. Mail your purchase order to the address below. Be sure to attach a copy of this quote or reference quote number Q-13893 on the purchase order.

n2y  
PO Box 550  
Huron, OH 44839

**IF ONSITE OR WEBINAR PROFESSIONAL DEVELOPMENT IS INCLUDED ON THIS QUOTE, PLEASE CLICK TO REQUEST A TRAINING DATE**

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to [50%].

For additional assistance with your order, please call n2y toll free at 1-800-697-6575.

Sincerely,

Jake Istnick

<b>Quote #</b>	<b>Date</b>
Q-13918	7/9/2019



<b>Remit To</b>
N2Y, LLC PO Box 550 Huron, OH 44839

<b>Contact Info</b>
Missy Heady missy.heady@fwisd.org

<b>Bill To</b>
Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107

<b>Ship To</b>
Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107

<b>Date</b>	<b>Payment Terms</b>	<b>Purchase Order</b>
7/9/2019	Net 30	

Item	Description	Type	Subscription	Subscription Start	Subscription End	Unit Cost	QTY	Amount
PDE ONSITE	On-site Essentials Course	New				\$5,250.00	4	\$21,000.00

Thank you for your business. In need of additional assistance, please call us toll free at 1-800-697-6575.

Sub-Total: \$21,000.00  
Sales Tax: \$0.00  
Total: \$21,000.00

**Please Note:**

This quote is good for 90 days. Purchase Orders or payment via Credit Card must be received within 90 days from the date of this quote in order to guarantee the listed price.

n2y accepts credit cards for orders under \$5,000 and cash or ACH payments for orders over \$5,000. Your sales representative would be happy to address any questions you might have regarding these policies.

Quote #	Date
Q-13918	7/9/2019



Dear

Quote Q-13918

- This quote is valid for 90 days. Purchase Orders or payment via credit card must be received within 90 days from the date of this quote in order to guarantee the listed price.

- Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))

NOTE: Your order/quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this quote:

1. Fax your purchase order and a copy of your quote to 419-433-9810.
2. Email your purchase order to [sales@n2y.com](mailto:sales@n2y.com) or reply back to your sales representative.
3. Contact n2y Sales toll free at 1-800-697-6575 8:00am-4:30pm EST, Monday-Friday to pay using a credit card.
4. Mail your purchase order to the address below. Be sure to attach a copy of this quote or reference quote number Q-13918 on the purchase order.

n2y  
PO Box 550  
Huron, OH 44839

**IF ONSITE OR WEBINAR PROFESSIONAL DEVELOPMENT IS INCLUDED ON THIS QUOTE,  
PLEASE CLICK TO REQUEST A TRAINING DATE**

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to [50%].

For additional assistance with your order, please call n2y toll free at 1-800-697-6575.

Sincerely,

Jake Istnick



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PURCHASE OF WIRELESS ENTERPRISE AGREEMENT**

**BACKGROUND:**

Wireless access at our schools is a critical infrastructure for our current educational plans. The Cisco Wireless Enterprise agreement is needed as it includes all the necessary licenses, software maintenance and support for the wireless infrastructure District wide, provides additional wireless security and management functionalities while lowering costs and reducing our risk. Also, it provides greater visibility into network health, client experience and application performance. This agreement is for 5 years at \$176,155.53 for Years 1 – 5. The agreement will expire July 2024.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Wireless Enterprise Agreement

**FUNDING SOURCE**

*Additional Details*

General Fund

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

**COST:**

\$176,155.53

**VENDOR:**

Netsync Network Solutions

**PURCHASING MECHANISM**

Interlocal Agreement DIR-TSO-4167

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-4167. Supporting documentation attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District Wide

**RATIONALE:**

Approval of this purchase allows the District network team to operate the wireless network in an efficient, effective and optimal manner while lowering the maintenance cost.

**INFORMATION SOURCE:**

Art Cavazos



2500 West Loop South ste 410/510  
Houston, TX 77027  
USA  
469-315-8505  
PO@netsyncnetwork.com

**QUOTE**

Quote #:	AAAQ74088
Date:	Jul 23, 2019

Prepared For:  
Mcdeny Mojica  
Fort Worth ISD  
Phone 817.814.2000  
100 N University Dr. STE NW140E  
Fort Worth, TX 76107  
US

Inside Sales:  
Quan Tran  
qtran@netsyncnetwork.com  
469-315-8505

Please send Purchase order to:  
PO@netsyncnetwork.com

Part	Description	Qty	Unit Price	Ext. Price
------	-------------	-----	------------	------------

**Quote valid through September 1st, 2019, pending written confirmation from Cisco is sent to Netsync stating that the pricing will not change for FWISD/Netsync before September 1st, 2019 for this Enterprise Agreement Proposal**

2	Cisco DNA Licensing - Enterprise Agreement - 1st Year of 5 Year Term			
3	ELA2-M Cisco EA Bundle for DNA Wireless	1	\$0.00	\$0.00
4	E2-N-AIR Cisco DNA for EA - Access Wireless	1	\$0.00	\$0.00
5	E2-N-AIR-S Access Wireless for Infrastructure EA - Support	1	\$0.00	\$0.00
6	E2N-AIRWLAN-C-A Cisco Wireless DNA Advantage Licenses - 5 Year Term	7,938	\$30.56	\$242,585.28

**3 DNA appliances included at no additional charge with this contract (Solution Support must be purchased)**

8	Fort Worth ISD Wireless Controller			
9	FREE-DNAC-OFFER Use on orders with USD300K+ list price in DNA Subscriptions	3	\$0.00	\$0.00
10	DN2-HW-APL-U Cisco DNA Center Appliance 44 Core-- Upgrade (Gen 2)	3	\$0.00	\$0.00
11	CON-SSSNT-DN2HWPL SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	3	\$2,856.75	\$8,570.25
12	DN2-SD480GM1X-EV 480 GB 2.5 inch Enterprise Value 6G SATA SSD	6	\$0.00	\$0.00
13	DN2-PSU1-770W Cisco UCS 770W AC Power Supply for Rack Server	6	\$0.00	\$0.00
14	DN2-MR-X32G2R5-H 32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	24	\$0.00	\$0.00



2500 West Loop South ste 410/510  
 Houston, TX 77027  
 USA  
 469-315-8505  
 PO@netsyncnetwork.com

Quote #:	AAAQ74088
Date:	Jul 23, 2019

#	Part	Description	Qty	Unit Price	Ext. Price
15	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	6	\$0.00	\$0.00
16	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	3	\$0.00	\$0.00
17	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	3	\$0.00	\$0.00
18	DNA-SW-1.2	Cisco DNA Center SW 1.2	3	\$0.00	\$0.00
19	DN2-CPU-6152	2.1 GHz 6152/140W 22C/30.25MB Cache/DDR4 2666MHz	6	\$0.00	\$0.00
20	DN2-SD-64G-S	64GB SD Card for UCS Servers	3	\$0.00	\$0.00
21	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	3	\$0.00	\$0.00
22	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	3	\$0.00	\$0.00
23	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	3	\$0.00	\$0.00
24	DN2-SD19TM1X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	24	\$0.00	\$0.00
25	CX-DNA-PROMO-ATX=	Cisco DNA 75 Min Ask the Expert - PROMO USE ONLY	6	\$0.00	\$0.00
26	CX-DNA-PROMO-ACCL=	Cisco DNA Accelerator - PROMO USE ONLY	6	\$0.00	\$0.00
27		Promotional Trade-In			
28	TRADE-IN	Promotional "Trade In" Credit for Existing C1 Licenses	1	-\$75,000.00	-\$75,000.00
29		DIR-TSO-4167	1	\$0.00	\$0.00

### 5 Year contract for ANNUAL PRICING

31	ANNUAL PAYMENT:
	Year 1 \$176,155.53
	Year 2 \$176,155.53
	Year 3 \$176,155.53
	Year 4 \$176,155.53
	Year 5 \$176,155.53



2500 West Loop South ste 410/510  
Houston, TX 77027  
USA  
469-315-8505  
PO@netsyncnetwork.com

Quote #:	AAAQ74088
Date:	Jul 23, 2019

#	Part	Description	Qty	Unit Price	Ext. Price
---	------	-------------	-----	------------	------------

Quote is valid for 30 days

SubTotal	\$176,155.53
Tax/VAT	\$0.00
Shipping	\$0.00
<b>TOTAL</b>	<b>\$176,155.53</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
AUGUST 13, 2019**

**TOPIC: APPROVE RENEWAL OF ENBOARD APPLICATION PORTAL SERVICE**

**BACKGROUND:**

Enboard is an application portal service that enables teachers, students, staff and administrators to obtain secure, simple access to digital resources and applications from one location at any time from any device. This service will increase classroom instruction time and office productivity by decreasing the time spent logging-in to multiple systems.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Renewal of Enboard Application Portal Service
2. Decline to Approve Renewal of Enboard Application Portal Service
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Enboard Application Portal Service

**FUNDING SOURCE**

*Additional Details*

General Fund

199-53-6399-810-999-99-427-000000

**COST:**

\$83,149.70

**VENDOR:**

Encore Technology Group, LLC

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.03I (j) regarding school district purchases made through Interlocal contract. Pricing obtained through the BuyBoard, Contract 498-15. 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**

All campuses and administrative facilities

**RATIONALE:**

The renewal of the Enboard product will streamline the log-in experience to digital resources for students and employees and return instructional time in the classroom and office productivity.

**INFORMATION SOURCE:**

Art Cavazos

**Prepared For**

Fort Worth Independent School District  
 McDeny Mojica  
 100 N. University Dr  
 Fort Worth, TX 76107  
 mcdeny.mojica@fwisd.org  
 (817) 814-3050

**Prepared By**

Elizabeth Stephens  
 Phone: (864) 326-3640  
 Email: estephens@encoretg.com

**Enboard Renewal**

		Price	Qty	Extended
ESS-FSS-S-BASE	On Premise Federated Security Suite (FSS) - Annual Subscription - for up to 10,000 Users Suite Includes: - Single Sign-On - Enhanced Authentication - Identity Verification System	\$21,500.00	1	\$21,500.00
ESS-FSS-S-USER-70K+	On Premise FSS Additional Users (above Standard 10K user base)	\$0.70	88071	\$61,649.70
BuyBoard-579.19	BuyBoard Cooperative Purchasing Contract No. 579.19 Contract Dates 01/01/2019 - 12/31/2021	\$0.00	1	\$0.00
<b>Enboard Renewal Subtotal</b>				<b>\$83,149.70</b>

**Recap**

	Amount
Enboard Renewal	\$83,149.70
<b>Total</b>	<b>\$83,149.70</b>

Quote valid for 30 days. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Certain prices are subject to an earlier expiration date if an earlier expiration date is communicated to client verbally or in writing. All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PURCHASE OF GRADE 6-8 SCIENCE STEMSCOPES  
ONLINE RESOURCE**

**BACKGROUND:**

STEMscopes is the adopted textbook for Elementary Science since SY 2014. Six different Middle School campuses have independently purchased the Middle School program to enhance their science education. The Science Department will purchase a 3-year adoption for all FWISD grade 6-8 campuses.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Grade 6-8 Science STEMscopes Online Resource
2. Decline to Approve Purchase of Grade 6-8 Science STEMscopes Online Resource
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Grade 6-8 Science STEMscopes Online Resource

**FUNDING SOURCE**

*Additional Details*

Special Revenue

410-11-6399-001-698-11-458-000000-12245

**COST:**

\$312,856.50

**VENDOR:**

Accelerate Learning, Inc.

**PURCHASING MECHANISM**

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 29

Compliant Bids: 204

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**

Science Department/All Secondary schools with Science instruction

**RATIONALE:**

STEMscopes supplements resources already available to the schools and will continue vertical alignment with instructional materials used in elementary schools.

**INFORMATION SOURCE:**

Jerry Moore



## STEMscopes Quote

Quote/Invoice Number: 00031921  
 Account Name: FT WORTH IND SCHOOL DISTRICT  
 Shipping Address: 100 N University Dr  
 Fort Worth, Texas 76107-1360  
 United States  
 Contact Name: Herman Jackson  
 Email: herman.jackson@fwisd.org  
 Phone: (817) 871-2000

**MAIL PAYMENTS TO:**

Division: Accelerate Learning Inc.  
 Company Address: PO BOX 732464  
 Dallas, 75373-2464

Created Date: 4/16/2019  
 Prepared By: Jamie Long

Description: STEMscopes Online  
 Grades 6-8

3 Years 2019-2022 with discount pricing  
 \$5.50 per student/per year

A Trial subscription will be added for all Fort Worth ISD Middle School campuses for Biology, Chemistry and Physics for 8th grade students who are taking either Biology or IPC.  
 The resources in STEMscopes Chemistry & STEMscopes Physics will be used for IPC classes.

8th Grade ReTEKS Free with District-wide Purchase of 6-8

The quantity below represents the total number of students for each grade level.

Product	ISBN	Grade	Quantity	Sales Price	Total Price
TX Grade 6 Online	978-1-93662-093-7	Grade 6	6,320.00	\$16.50	\$104,280.00
TX Grade 7 Online	978-1-93662-092-0	Grade 7	6,320.00	\$16.50	\$104,280.00
TX Grade 8 Online	978-1-93662-091-3	Grade 8	6,321.00	\$16.50	\$104,296.50

Value of Free Products	\$0.00
Subtotal	\$312,856.50
Shipping	\$0.00
Order Total	\$312,856.50

## STEMscopes Quote

### **CUSTOMER LICENSE TERMS AND CONDITIONS**

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes ("ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

**License and Permitted Use:** Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

**Ownership:** The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

**Product Returns/Exchanges:** There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor.

**User Information:** ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

**Liability and Disclaimer:** ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF, OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

**Term:** Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

**Payment Terms:** Payment is due net 30 days after receipt of invoice.

**Freight Charges:** Standard freight charge is 8% of the price of the print or kit product purchased. There are no freight charges for online products.

**Sales Tax:** All orders are subject to applicable sales tax.

### **CUSTOMER SERVICE**

Phone: 281-833-4500

Fax: 281-833-4510

Email: [stemscopes@acceleratelearning.com](mailto:stemscopes@acceleratelearning.com)

### **MAIL PO's and correspondence to:**

Accelerate Learning Inc.

5177 Richmond Ave, Suite 1025

Houston, Texas 77056

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE PURCHASE OF ISTATION FOR THE LEADERSHIP ACADEMIES AT COMO ES, LOGAN ES, JOHN T. WHITE ES, MITCHELL BLVD. ES, AND FOREST OAK MS**

**BACKGROUND:**

Istation will provide the Leadership Academies with a variety of resources, including one or more of Istation's interactive educational-based applications which will include, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and coloring-book style pictures available on the Web Site. This purchase will provide the Leadership Academies with key concepts and practices for the school year of 2019-2020. Istation will be utilized for grades Pre-K through 2<sup>nd</sup> for English and Spanish reading. The program will be utilized during small group centers and station blocks. The program will also be used during intervention time. Assessments will be given three times a year to measure students' progress in literacy. Istation will provide scripted lessons for teachers and to instruct students at appropriate Lexile levels.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Purchase of Istation for the Leadership Academies at Como ES, Logan ES, John T. White ES, Mitchell Blvd. ES, and Forest Oak MS
2. Decline to Approve the Purchase of Istation for the Leadership Academies at Como ES, Logan ES, John T. White ES, Mitchell Blvd. ES, and Forest Oak MS
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of Istation for the Leadership Academies at Como ES, Logan ES, John T. White ES, Mitchell Blvd. ES, and Forest Oak MS

**FUNDING SOURCE**

***Additional Details***

General Fund	199-11-6329-TWU-117-24-416-000000	\$11,910.00
	199-11-6329-TWU-124-24-416-000000	\$11,688.00
	199-11-6329-TWU-129-24-416-000000	\$11,355.00
	199-11-6329-TWU-144-24-416-000000	\$12,465.00
	199-11-6329-TWU-045-24-416-000000	\$4,655.00

**COST:**

\$52,073.00

**VENDOR:**

IStation

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 29

Compliant Bids: 204

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**

#117 Como Elementary School  
#124 Maude I. Logan Elementary School  
#129 John T. White Elementary School  
#144 Mitchell Boulevard Elementary School  
#045 Forest Oak Middle School

**RATIONALE:**

At this time we are seeking Board approval for the purchase of Istation, a computer based reading software program, with professional development for all five leadership academies for the school year of 2019-2020.

**INFORMATION SOURCE:**

Jerry Moore



8150 North Central Expressway, Suite 2000  
 Dallas, TX 75206  
 Phone: 1-866-883-READ (7323)  
 Email: info@istation.com

**Quote:** Q-08539-1  
**Prepared For:** Fort Worth Independent School District  
**Expires On:** 8/31/2019

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Istation Reading

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading	8/1/2019	12	7/31/2020	Como Elementary	\$8,580.00
1	Istation Reading	8/1/2019	12	7/31/2020	John T White Elementary	\$8,580.00
1	Istation Reading	8/1/2019	12	7/31/2020	Maude I Logan Elementary	\$8,580.00
1	Istation Reading	8/1/2019	12	7/31/2020	Mitchell Boulevard Elementary	\$8,580.00
<b>Istation Reading TOTAL:</b>						\$34,320.00

Istation Reading - Middle/Intermediate

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading - Middle/Intermediate	8/1/2019	12	7/31/2020	Forest Oak Middle School	\$4,655.00
<b>Istation Reading - Middle/Intermediate TOTAL:</b>						\$4,655.00

IE.Student - Istation Reading en Español  
 (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
90	IE.Student - Istation Reading en Español (Student Account)	8/1/2019	12	7/31/2020	Como Elementary	\$3,330.00
75	IE.Student - Istation Reading en Español (Student Account)	8/1/2019	12	7/31/2020	John T White Elementary	\$2,775.00
84	IE.Student - Istation Reading en Español (Student Account)	8/1/2019	12	7/31/2020	Maude I Logan Elementary	\$3,108.00
105	IE.Student - Istation Reading en Español (Student Account)	8/1/2019	12	7/31/2020	Mitchell Boulevard Elementary	\$3,885.00
<b>IE.Student - Istation Reading en Español (Student Account) TOTAL:</b>						\$13,098.00

<b>SUBTOTAL:</b> \$52,073.00
<b>TAX (if applicable):</b>
<b>CUSTOMER TOTAL:</b> \$52,073.00



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PURCHASE OF EDUTHINGS PROGRAM**

**BACKGROUND:**

The number of CTE students taking a coherent sequence of courses and industry certifications has increased dramatically. Eduthings is a program that helps us to more efficiently eliminate errors in student intent codes submitted to the state, house inventory of grant-funded equipment, and manage the industry certifications that are also reported to the state.

As part of the planning process, we have:

- Identified and submitted the CTE sequence of courses and progression plans to Eduthings programmers.
- Uploaded current CTE inventory across the District.
- Submitted state industry certifications to Eduthings so student data can be linked to certification data.
- Trained new CTE district staff on generating reports.
- Planned to provide training to all CTE teachers on revising inventory and submitting student certifications on waiver day.

Our monitoring processes will include:

- CTE Instructional Coaches who will generate reports to monitor the number of coherent sequence takers (eligible students) that are taking the industry certification exams and strive to attain a 100% participation rate.
- Instructional Coaches who will also work with campus administrators to analyze the results.
- CTE Coordinators who will ensure teachers are updating inventory in the system.
- CTE Coordinators who will upload the certification data as needed for the Perkins evaluation.
- CTE Coordinators who will run intent code reports throughout the year as needed to monitor CTE enrollments and coherent sequence takers.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Purchase of Eduthings Program
2. Decline to Approve Purchase of Eduthings Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Eduthings Program

**FUNDING SOURCE**

*Additional Details*

General Fund

<b>Account</b>	<b>Amount</b>
199-11-6399-027-001-22-221-000000-	\$ 3,083.33
199-11-6399-027-002-22-221-000000-	\$ 3,083.33
199-11-6399-027-003-22-221-000000-	\$ 3,083.33
199-11-6399-027-004-22-221-000000-	\$ 3,083.33
199-11-6399-027-005-22-221-000000-	\$ 3,083.33
199-11-6399-027-006-22-221-000000-	\$ 3,083.33
199-11-6399-027-008-22-221-000000-	\$ 3,083.33
199-11-6399-027-009-22-221-000000-	\$ 3,083.33
199-11-6399-027-010-22-221-000000-	\$ 3,083.33
199-11-6399-027-011-22-221-000000-	\$ 3,083.33
199-11-6399-027-014-22-221-000000-	\$ 3,083.33
199-11-6399-027-015-22-221-000000-	\$ 3,083.33
199-11-6399-027-016-22-221-000000-	\$ 3,083.33
199-11-6399-07J-045-22-221-000000-	\$ 3,083.33
199-11-6399-07M-081-22-221-000000-	\$ 3,083.33
199-11-6399-07M-071-11-221-000000-CT626	\$ 3,083.33
199-11-6399-027-071-22-221-000000-	\$ 3,083.33
199-11-6399-08D-082-22-221-000000-	\$ 3,083.33
199-11-6399-001-083-22-221-000000-	\$ 3,083.33
199-11-6399-07V-084-11-221-000000-CT183	\$ 3,083.33
199-11-6399-07M-086-22-221-000000-CT808	\$ 3,083.33
<b>Total</b>	<b>\$ 64,750.00</b>

**COST:**

\$64,750.00

**VENDOR:**

Eduthings

**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**

CTE Departments and Administrators at the following campuses:

001-Amon Carter-Riverside High School  
002-Arlington Heights High School  
003-South Hills High School  
004- Diamond Hill-Jarvis High School  
005-Paul Laurence Dunbar High School  
006-Eastern Hills High School  
008-North Side High School  
009-Polytechnic High School  
010-Paschal High School  
011-Trimble Tech High School  
014-Southwest High School  
015-Western Hills High School  
016-OD Wyatt High School  
045-Forest Oak Middle School  
081-Young Women's Leadership Academy  
082-Texas Academy of Biomedical Science  
071-Benbrook Middle High School  
083-Young Men's Leadership Academy  
084-World Language Institute  
086-Tarrant County College South Collegiate High School

**RATIONALE:**

Eduthings provides a variety of areas that can run reports efficiently. Eduthings pulls student schedules from Focus and cross-checks with each student's program foci and automate CTE intent coding. In addition, Eduthings allows teachers to submit student certification results which allows us to pull demographic data of students who take certifications. Thirdly, Eduthings also has an inventory management system that will track all grant-funded and other CTE equipment across the District.

**INFORMATION SOURCE:**

Jerry Moore

Eduthings, L.L.C.  
 405 Riverhill Blvd  
 Kerrville, TX 78028  
 (888) 628-3795  
 accounts.receivable@eduthings.com



# QUOTE

**ADDRESS**  
 Fort Worth ISD

**QUOTE #** 1055  
**DATE** 05/28/2019  
**EXPIRATION DATE** 08/31/2019

ACTIVITY	QTY	UNIT PRICE	AMOUNT
<b>CTE Coding and Cert Reporting</b> yearly, for comprehensive high schools	14	3,500.00	49,000.00
<b>CTE Coding and Cert Reporting</b> yearly, for specialty high schools	6	875.00	5,250.00
<b>Inventory</b> yearly, for comprehensive high schools	14	1,000.00	14,000.00
<b>Inventory</b> yearly, for specialty high schools	6	250.00	1,500.00
<b>Inventory</b> yearly, for middle schools	25	0.00	0.00
<b>Bulk Discount</b> discount for buying CTE + Inventory with 15+ high schools	1	-5,000.00	-5,000.00

**TOTAL** **\$64,750.00**

Accepted By

Accepted Date

# MEMORANDUM

**David Saenz, Senior Officer** JS  
Office of Innovation  
100 N. University Dr., NE226  
Fort Worth, Texas 76107  
OFFICE #817.814.2580, FAX #817.814-1805



FYI

To: Jerry Moore, Office of Academics  
Date: July 18, 2019  
Re: Requesting the purchase of Eduthings program

The purpose of this memo is to request the purchase of the Eduthings program. The number of CTE students taking a coherent sequence of courses and industry certifications has increased dramatically. The Eduthings provides a variety of areas that can run reports efficiently. Eduthings pulls student schedules from Focus and cross-checks with each student's program foci and automates CTE intent coding. In addition, Eduthings allows teachers to submit student certification results which allows us to pull demographic data of students who take certifications. Thirdly, Eduthings also has an inventory management system that will track all grant-funded and other CTE equipment across the district. The cost of the program totals \$64,750.00 and will help improve efficiency for the campuses below.

001-Amon Carter-Riverside High School	014-Southwest High School
002-Arlington Heights High School	015-Western Hills High School
003-South Hills High School	016-OD Wyatt High School
004- Diamond Hill-Jarvis High School	045-Forest Oak Middle School
005-Paul Laurence Dunbar High School	081-Young Women's Leadership Academy
006-Eastern Hills High School	082-Texas Academy of Biomedical Science
008-North Side High School	071-Benbrook Middle High School
009-Polytechnic High School	083-Young Men's Leadership Academy
010-Paschal High School	084-World Language Institute
011-Trimble Tech High School	086-Tarrant County College South Collegiate High School

Thank you for your assistance with this matter.

Attachment: Consent and Action Form, Bar Form, Eduthings Quote

**CONSENT AGENDA ITEM  
BOARD MEETING  
AUGUST 13, 2019**

**TOPIC: RATIFY CONTRACT FOR PLAIN OLD TELEPHONE SERVICE AND PLEXAR LINES**

**BACKGROUND:**

The renewal of the local dial tone service provider for Plain Old Telephone Service (POTS) and Plexar lines used for 911 calls, elevator calls, FAX and fire alarms from AT&T is due. The service period for this expense runs from July 1, 2019 through June 30, 2020.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve to Ratify Contract for Plain Old Telephone Service and Plexar Lines
2. Decline to Approve to Ratify Contract for Plain Old Telephone Service and Plexar Lines
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve to Ratify Contract for Plain Old Telephone Service and Plexar Lines

**FUNDING SOURCE:**

*Additional Details*

General Fund

199-51-6256-814-999-99-427-000000

**COST:**

\$504,000.00 – Not to Exceed

**VENDOR:**

AT&T

## **PURCHASING MECHANISM**

Inter-Local Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TEX-AN-NG-CSTA-005. Supporting documentation attached. The recommended vendor listed above.

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

### **RATIONALE:**

Renewal of this service will continue to allow the District to make 911 calls, elevator calls, and use fax lines and fire alarms.

### **INFORMATION SOURCE:**

Art Cavazos



Menu

**Texas Department of Information Resources**

at&t

Can't find what you're looking for?

**Call DIR**

Home / All Contracts & Services / Contract Detail

**AT&T Corp.**

<b>Vendor ID</b> 1134924710302	<b>DIR Contract Number</b> DIR-TEX-AN-NG-CTSA-005
<b>URL</b> <a href="#">Vendor Website</a>	<b>Contract Term End Date</b> 7/1/2021
<b>HUB Type</b> Non HUB	<b>Contract Exp Date</b> 7/1/2021
<b>E-Rate Qualified</b>	
<hr/>	
<b>Contact AT&amp;T Corp.</b>	<b>Contact DIR</b>
<b>Contact</b> <a href="#">Marcus Montemayor</a>	<b>Contact</b> <a href="#">Sharon Blue</a>
<b>Phone</b> (512) 421-5160	<b>Phone</b> (512) 475-4525
<b>Fax</b> (512) 870-4388	<b>Fax</b> (512) 475-4759

**Contract Overview**

AT&T provides telecommunications services through this contract, including: local voice services, long distance services, internet, metro ethernet, small office/home office (SOHO), and voice over IP (VOIP) services. Contracts may be used by state and local government, public education, and other public entities in Texas. Resellers are not available for this contract. TEX-AN NG contracts are all E-RATE certified - application number is 913190000842787.

**Contract Documents**

- [DIR-TEX-AN-NG-CTSA-005 Contract PDF \(1.1MB\)](#)

**CONSENT AGENDA ITEM  
BOARD MEETING  
JULY 16, 2019**

**TOPIC: RATIFY CONTRACT FOR SESSION INITIATION PROTOCOL (SIP)  
TRUNKING SERVICES**

**BACKGROUND:**

Session Initiation Protocol (SIP) trunk lines are used to provide inbound, outbound and long distance telephone service to the District. The renewal service period is from July 1, 2019 through June 30, 2020.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve to Ratify Contract for Session Initiation Protocol (SIP) Trunking Services
2. Decline to Approve to Ratify Contract for Session Initiation Protocol (SIP) Trunking Services
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve to Ratify Contract for Session Initiation Protocol (SIP) Trunking Services

**FUNDING SOURCE**

*Additional Details*

General Fund

199-51-6256-001-001-99-414-000000

**COST:**

\$116,739.48

**VENDOR:**

TPX Communications

**PURCHASING MECHANISM**

BID/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-076

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

<b>Vendor</b>	<b>Pricing</b>	<b>Score</b>
TPX Communications	\$71,040.00	193
AT&T	\$67,615.00	179
Vonage	\$91,692.00	147
Foremost Telecommunications	\$80,808.00	145
ENA	\$157,203.00	137

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. Supporting documentation 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**

All District Facilities

**RATIONALE:**

The SIP renewal will allow the District to receive telecommunications services.

**INFORMATION SOURCE:**

Art Cavazos



**Services Quote - Bridgewood Dr  
for School Year 2019-2020**

Service	Qty	Location	Acct	MRC Total
SmartVoice SIP				
SmartVoice Call Paths (@\$8.00 each)	230	Bridgewood	153162	\$1,840.00
Tier E Equipment (Router)	1	Bridgewood	153162	\$0.00
End User Connection Charge (EUCC @ \$2.37 each)	230	Bridgewood	153162	\$545.10
Enterprise Trunking	1	Bridgewood	153162	\$9.90
MSxWAN Optimum				
MSxWAN Optimum 50 MB	1	Bridgewood		\$195.00
Multi Service Router	1	Bridgewood		\$0.00
<b>Monthly Recurring Charge (MRC) Total</b>				<b>\$2,590.00</b>
<b>Annual (MRC) Total</b>				<b>\$31,080.00</b>

Other Charges, Govt Fees and Taxes - estimated				MRC
Administrative Service Fee	1	Cherry St	153162	\$111.82
Carrier Cost Recovery Fee	1	Cherry St	153162	\$48.06
Federal Universal Service Fund Fee	1	Cherry St	153162	\$44.10
State Universal Service Fund Fee	1	Cherry St	153162	\$63.16
911 Business Tax	1	Cherry St	153162	\$90.98
911 Equalization Surcharge	1	Cherry St	153162	\$11.89
District Tax	1	Cherry St	153162	\$13.51
Federal Excise Tax	1	Cherry St	153162	\$70.95
Municipal Right of Way (ROW) Charge	1	Cherry St	153162	\$1.87
P.U.C. Tax	1	Cherry St	153162	\$3.59
Sales Tax	1	Cherry St	153162	\$236.98
Transit Tax	1	Cherry St	153162	\$13.14
<b>Monthly Total</b>				<b>\$710.05</b>
<b>Annual Total</b>				<b>\$8,520.60</b>

1  
18



**Services Quote - Cherry Street  
for School Year 2019-2020**

Service	Qty	Location	Acct	MRC Total
SmartVoice SIP Internet				
50 MB Port	1	Cherry St	153162	\$900.00
50 MB Access	1	Cherry St	153162	\$1,000.00
1000 T-Pack Minute Bundles (@\$40.00 each)	20	Cherry St	153162	\$800.00
SmartVoice Call Paths (@\$2.00 each)	230	Cherry St	153162	\$460.00
Tier E Equipment (Router)	1	Cherry St	153162	\$0.00
DID Numbers (Blocks of 100 @ \$2.00 each)	200	Cherry St	153162	\$400.00
End User Connection Charge (EUCC @ \$2.37 each)	230	Cherry St	153162	\$545.10
Enterprise Trunking	1	Cherry St	153162	\$10.00
Long Distance Charges (estimated)	1	Cherry St	153162	\$560.00
<b>Monthly Recurring Charge (MRC) Total</b>				<b>\$4,675.10</b>
<b>Annual (MRC) Total</b>				<b>\$56,101.20</b>

Other Charges, Govt Fees and Taxes - estimated				MRC
Administrative Service Fee	1	Cherry St	153162	\$260.04
Carrier Cost Recovery Fee	1	Cherry St	153162	\$84.32
Federal Universal Service Fund Fee	1	Cherry St	153162	\$102.56
State Universal Service Fund Fee	1	Cherry St	153162	\$146.89
911 Business Tax	1	Cherry St	153162	\$211.60
911 Equalization Surcharge	1	Cherry St	153162	\$27.66
District Tax	1	Cherry St	153162	\$31.41
Federal Excise Tax	1	Cherry St	153162	\$165.00
Municipal Right of Way (ROW) Charge	1	Cherry St	153162	\$4.35
P.U.C. Tax	1	Cherry St	153162	\$8.35
Sales Tax	1	Cherry St	153162	\$680.40
Transit Tax	1	Cherry St	153162	\$30.56
<b>Monthly Total</b>				<b>\$1,753.14</b>
<b>Annual Total</b>				<b>\$21,037.68</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE REPLACEMENT OF BOILER AT MEADOWBROOK  
MIDDLE SCHOOL**

**BACKGROUND:**

The boiler at Meadowbrook Middle School is in need of constant repairs and has now failed. It is 31 years old, has exceeded its life expectancy and needs to be replaced. The boiler replacement will provide efficient equipment that will deliver comfort as well as energy savings.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Replacement of Boiler at Meadowbrook Middle School
2. Decline to Approve Replacement of Boiler at Meadowbrook Middle School
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Replacement of Boiler at Meadowbrook Middle School

**FUNDING SOURCE**

*Additional Details*

General Fund

199-51-6299-001-XXX-99-455-000000

**COST:**

\$112,664.00

**VENDOR:**

Texas Air Systems

**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 Texas Interlocal Purchasing (TIPS) Contract 18010101. 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**

Meadowbrook Middle School

**RATIONALE:**

A new energy efficient boiler will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students.

**INFORMATION SOURCE:**

Art Cavazos

# QUOTATION

Date: 7.22.19



To: FWISD  
Attn: Steven McPherson

Project: FWISD – Meadowbrook MS boiler project

## PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Burnham PV1111HSNPFC	1	SB-1	\$27,307.00
BKS-2000 Water softener	1	WS-1	\$4,066.00
Installation	1		\$51,888.00
Shipco Boiler feed unit	1	BF-1	\$3,147.00
Shipco Blow down separator	1	BDS-1	\$6,352.00
Energex Stainless steel flue	1lot		\$7,133.00
New boiler house cleaning pad	1		\$3,700.00
Payment bond	1		\$2,036.00
Performance Bond	1		\$2,036.00
Contingency	1		\$5,000.00
TOTAL NET PRICE			\$112,664.00

\*FOB Factory, Full Freight Allowed, Tax Not Included

**We are pleased to quote the following through TIPS Comprehensive HVAC Solutions and Service per contract #18010101. Effective March 22, 2018 – March 22, 2020**

### BURNHAM PV1111HSNPFC

**TAG: STB-1**

**BURNHAM PV1111HSNPFC** complete as follows:

- Gross output 2,175mbh
- Power flame CR3-G-20 series
- Flush insulated jacket
- Burner plate
- Flue canopy
- Top flue outlet damper
- 15 psi steam boiler
- 3.5” steam gage
- Gauge glass set
- L404F operating pressure control
- Manual reset LWCO 150S MD
- Manual reset high water limit L4079B
- Latest UL listing requirements
- Gas train prepiped and wired

### BRYAN WATER SOFTENER SYSTEM

**TAG: WS-1**

**Bryan water softener system BKS-2000** complete as follows:

- 2 – Media tanks
- 450 gallon brine tank
- 58,750 grains, system cap.
- Flow rate – 18/25 gpm



## SHIPCO SIMPLEX BOILER FEED

### TAG: BF-1

**SHIPCO 50EMV-P-15-20-1** complete as follows:

- 50 GALLON RECEIVER
- 1 – 115V BOILER FEED PUMP
- 1 – MECHANICAL FLOAT

## SHIPCO BLOWDOWN SEPARATOR

### TAG: BDS-1

**Bryan Blow down sep. BDS-440, 0-15PSI, 1.25"** complete as follows:

- ASME coded vessel
- Aftercooler
- Thermometer
- Temperature regulating valve
- Check valve and strainer

## SCOPE OF WORK

- Includes removal and disposal of the current boiler
- Includes offloading and installing the Burnham boiler on a new housekeeping pad.
- Includes removing the existing piping to a point where we can remove and install equipment.
- Includes installing new piping with a different configuration
- Includes installing SS flue from the boilers up to the chimney
- Includes installing the Boiler feed unit
- Includes installing the water softener
- Includes installing a new blow down separator
- Includes a new house cleaning pad
- We also include re-insulating the piping after complete.
- Boil out of the boiler prior to startup
- Startup

## Exclusions

- Controls
- Electrical

Thank you for your business!

-This quotation is void after 60 days.  
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute, if applicable.  
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.  
-Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.  
-Texas AirSystems equipment will be supplied based upon approved submittal data.  
-Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.  
-Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.  
-Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.  
-Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.  
-Insurance certificates and bonds can/will be provided upon request.

**TEXAS AIRSYSTEMS**

By: Marshall Horn/Ian Walker

## TERMS & CONDITIONS

**Company:** The Company as used herein shall mean Texas AirSystems LLC or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").  
**Price Policy:** Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 60 days unless otherwise noted.

**Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay Production or shipment of products. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce lien and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

**Shipping Terms and Dates:** All shipments will be made F.O.B. factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

**Claims:** Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) business days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

**Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

**Cancellations:** Accepted orders are not subject to cancellation without the Company being reimbursed for any and all reasonable and necessary expenses, by Purchaser.

**Returned Goods:** Goods may be returned, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.

**Terms of Sale:** Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

**Asbestos and Hazardous Materials:** Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer. Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

**Indemnity:** Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

### Available only in the United States:

Equal Employment Opportunity/Affirmative Action Clause:

Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

This agreement is governed and construed in accordance with the laws of the State of Texas.

**Limited Warranty:** Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 business days. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured by the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, 6029 W. Campus Circle.# 100, Irving, TX 75063; (972)-570-4700.

**THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.** The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of failure.

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE SALE OF A TAX FORECLOSED PROPERTY AT 1821 N. SYLVANIA AVENUE, FORT WORTH, TEXAS**

**BACKGROUND:**

After tax-foreclosure by City of Fort Worth, the property located at 1821 N. Sylvania Avenue, Fort Worth, Texas, was advertised for sale in June of 2018 and February of 2019 but received no bids for the advertised price of \$156,500. 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 \$63,560, 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 1821 N. Sylvania Ave, Fort Worth, Texas
- (2) Decline to Approve the Sale of a Tax Foreclosed Property at 1821 N. Sylvania Ave, Fort Worth, Texas
- (3) Remain to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Sale of a Tax Foreclosed Property at 1821 N. Sylvania Ave, 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 & Finance

**RATIONALE:**

The City has requested the sale of a tax foreclosed property at 1821 N. Sylvania Ave, 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



July 1, 2019

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

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

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

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

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

**RE: Consent to Advertise for Sale Tax Foreclosed Property – 1821 SYLVANIA AVE (N)-TAD No. 02014904**

Taxing Entities:

The above-referenced property was struck off to the City of Fort Worth following an unsuccessful Constable's Sale after a tax-foreclosure suit and judgment. Pursuant to Section 34.05 of the Texas Property Code the City of Fort Worth advertised the property two separate times for a total amount of \$156,500.00 (inclusive of a standard city administrative fee of \$1,600.00) via a sealed bid sale in June 26, 2018 and February 21, 2019, this property is in need of significant repairs so in efforts to sell the property to generate revenue to benefit all of the taxing entities the City recommends and seeks the approval of each taxing entity to advertise and sell the property at for amount indicated in the below chart. As required, post judgment taxes are to be paid *in addition* to the successful sealed bid purchase price.

Address/Legal Description	Recommended Advertise Amount	CFW Fees	Advertise Sealed Bid Sale Purchase Price	Est. Post Judgment Taxes Due (Cause No. B46589-12)
1821 N Sylvania Ave Lot 1 Block 3, Oakhurst Addition	\$61,960.00	\$1,600.00	\$63,560.00	\$30,998.36

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

Thank you

Laura B. Morales

Acting Real Property Manager 817-392-2311

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

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

Name: Dr. Kert Scribner

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

**PROPERTY MANAGEMENT DEPARTMENT  
REAL PROPERTY DIVISION**

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE  
PERIOD: APRIL 1, 2019 – JUNE 30, 2019**

**BACKGROUND:**

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period April 1, 2019 – June 30, 2019, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period April 1, 2019 – June 30, 2019, totaled \$3,558,434. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Quarterly Investment Report For The Period: April 1, 2019 – June 30, 2019
2. Decline to Approve The Quarterly Investment Report For The Period: April 1, 2019 – June 30, 2019
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Quarterly Investment Report For The Period: April 1, 2019 – June 30, 2019.

**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**

None

**RATIONALE:**

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA(LEGAL).

**INFORMATION SOURCE:**

Elsie Schiro

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE ANNUAL INVESTMENT REPORT FOR THE PERIOD:  
JULY 1, 2018 - JUNE 30, 2019**

**BACKGROUND:**

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period July 1, 2018 – June 30, 2019, contains all of the reporting requirements as outlined in Section 2256.0 23 of the Texas Government Code. Interest earnings for the period July 1, 2018 – June 30, 2019, totaled \$13,914,867. All investments met the District’s investment strategies and policies, with the District’s primary goal being safety of investments and then liquidity of the investments.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Annual Investment Report for the Period July 1, 2018 - June 30, 2019
2. Decline to Approve the Annual Investment Report for the Period July 1, 2018 - June 30, 2019
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Annual Investment Report for the Period July 1, 2018 - June 30, 2019

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost



**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Business and Finance

**RATIONALE:**

Review and approval of the District's Annual Investment Report is required pursuant to Policy CDA(LEGAL)

**INFORMATION SOURCE:**

Elsie Schiro

Interest Earnings by Fund Summary  
July 1, 2018 thru June 30, 2019

Interest Earned Year to Date  
July 1, 2018 - June 30, 2019

CIP2013 Bond	\$	2,410,790
General Operating	\$	5,794,588
Debt Service	\$	1,095,398
Internal Finance	\$	117,381
Food Service	\$	13,872
Scholarships	\$	24,266
CIP2007 Bond	\$	19,079
TRE FUND	\$	312,354
CIP2017 Bond	\$	4,127,139
<b>TOTAL</b>	<b>\$</b>	<b>13,914,867</b>

Interest Earned Year to Date  
July 1, 2017 - June 30, 2018

CIP2013 Bond	\$	2,807,385
General Operating	\$	3,487,577
Debt Service	\$	688,628
Internal Finance	\$	79,355
Food Service	\$	18,235
Scholarships	\$	14,991
CIP2007 Bond	\$	15,401
TRE FUND	\$	37,780
CIP2017 Bond	\$	639,981
<b>TOTAL</b>	<b>\$</b>	<b>7,789,333</b>

Variance

CIP2013 Bond	\$	(396,595)
General Operating	\$	2,307,011
Debt Service	\$	406,770
Internal Finance	\$	38,026
Food Service	\$	(4,363)
Scholarships	\$	9,275
CIP2007 Bond	\$	3,678
TRE FUND	\$	274,574
CIP2017 Bond	\$	3,487,158
<b>TOTAL</b>	<b>\$</b>	<b>6,125,534</b>

Interest Earnings by Fund Summary  
July 1, 2018 thru June 30, 2019

Interest Earned Year to Date  
July 1, 2018- September 30, 2018

2019

CIP2013 Bond	\$	964,852
General Operating	\$	740,015
Debt Service	\$	204,796
Internal Finance	\$	20,113
Food Service	\$	6,086
Scholarships	\$	5,268
CIP2007 Bond	\$	5,660
TRE FUND	\$	35,230
CIP2017 Bond	\$	1,015,751
<b>TOTAL</b>	<b>\$</b>	<b>2,997,771</b>

Interest Earned Year to Date  
July 1, 2017 - September 30, 2017

2018

CIP2013 Bond	\$	606,547
General Operating	\$	591,157
Debt Service	\$	100,715
Internal Finance	\$	12,510
Food Service	\$	2,799
Scholarships	\$	3,225
CIP2007 Bond	\$	3,015
TRE FUND	\$	-
CIP2017 Bond	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>1,319,968</b>

Variance

CIP2013 Bond	\$	358,305
General Operating	\$	148,858
Debt Service	\$	104,081
Internal Finance	\$	7,603
Food Service	\$	3,287
Scholarships	\$	2,043
CIP2007 Bond	\$	2,645
TRE FUND	\$	35,230
CIP2017 Bond	\$	1,015,751
<b>TOTAL</b>	<b>\$</b>	<b>1,677,803</b>

Interest Earned During Period  
October 1, 2018 - December 31, 2018

CIP2013 Bond	\$	968,401
General Operating	\$	761,850
Debt Service	\$	221,356
Internal Finance	\$	32,159
Food Service	\$	6,453
Scholarships	\$	6,241
CIP2007 Bond	\$	5,859
TRE FUND	\$	42,617
CIP2017 Bond	\$	1,089,602
<b>TOTAL</b>	<b>\$</b>	<b>3,134,538</b>

Interest Earned During Period  
October 1, 2017 - December 31, 2017

CIP2013 Bond	\$	597,634
General Operating	\$	667,554
Debt Service	\$	103,208
Internal Finance	\$	16,493
Food Service	\$	4,807
Scholarships	\$	3,527
CIP2007 Bond	\$	3,289
TRE FUND	\$	-
CIP2017 Bond	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>1,396,512</b>

Variance

CIP2013 Bond	\$	370,767
General Operating	\$	94,296
Debt Service	\$	118,148
Internal Finance	\$	15,666
Food Service	\$	1,646
Scholarships	\$	2,714
CIP2007 Bond	\$	2,570
TRE FUND	\$	42,617
CIP2017 Bond	\$	1,089,602
<b>TOTAL</b>	<b>\$</b>	<b>1,738,026</b>

Interest Earnings by Fund Summary  
July 1, 2018 thru June 30, 2019

Interest Earned During Period  
January 1, 2019 - March 31, 2019

CIP2013 Bond	\$ 325,693
General Operating	\$ 2,324,596
Debt Service	\$ 384,103
Internal Finance	\$ 33,104
Food Service	\$ 669
Scholarships	\$ 6,402
CIP2007 Bond	\$ 4,126
TRE FUND	\$ 110,904
CIP2017 BOND	\$ 1,034,528
<b>TOTAL</b>	<b>\$ 4,224,125</b>

Interest Earned During Period  
January 1, 2018 - March 31, 2018

CIP2013 Bond	\$ 711,184
General Operating	\$ 1,239,539
Debt Service	\$ 254,072
Internal Finance	\$ 23,072
Food Service	\$ 5,054
Scholarships	\$ 3,653
CIP2007 Bond	\$ 4,004
TRE FUND	\$ 6,883
CIP2017 Bond	\$ -
<b>TOTAL</b>	<b>\$ 2,247,461</b>

Variance

CIP2013 Bond	\$ (385,491)
General Operating	\$ 1,085,057
Debt Service	\$ 130,031
Internal Finance	\$ 10,032
Food Service	\$ (4,385)
Scholarships	\$ 2,749
CIP2007 Bond	\$ 122
TRE FUND	\$ 104,021
CIP2017 Bond	\$ 1,034,528
<b>TOTAL</b>	<b>\$ 1,976,664</b>

Interest Earned During Period  
April 1, 2019 - June 30, 2019

CIP2013 Bond	\$ 151,845
General Operating	\$ 1,968,127
Debt Service	\$ 285,143
Internal Finance	\$ 32,004
Food Service	\$ 663
Scholarships	\$ 6,356
CIP2007 Bond	\$ 3,435
TRE FUND	\$ 123,603
CIP2017 BOND	\$ 987,258
<b>TOTAL</b>	<b>\$ 3,558,434</b>

Interest Earned During Period  
April 1, 2018 - June 30, 2018

CIP2013 Bond	\$ 892,020
General Operating	\$ 989,327
Debt Service	\$ 230,633
Internal Finance	\$ 27,281
Food Service	\$ 5,574
Scholarships	\$ 4,546
CIP2007 Bond	\$ 5,093
TRE FUN	\$ 30,897
CIP2017 BOND	\$ 639,981
<b>TOTAL</b>	<b>\$ 2,825,352</b>

Variance

CIP2013 Bond	\$ (740,175)
General Operating	\$ 978,800
Debt Service	\$ 54,510
Internal Finance	\$ 4,723
Food Service	\$ (4,911)
Scholarships	\$ 1,810
CIP2007 Bond	\$ (1,658)
TRE FUN	\$ 92,706
CIP2017 BOND	\$ 347,277
<b>TOTAL</b>	<b>\$ 733,082</b>

# Fort Worth Independent School District

## Annual Investment Report July 1, 2018 – June 30, 2019



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**Ms. Elsie I. Schiro**  
Chief Financial Officer

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**Mr. David Johnson**  
Senior Officer, Budget & Finance

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**Ms. Gloria Bey, CPA**  
Controller

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**Ms. Tonya D. Wright**  
Treasurer

Published: July 9, 2019



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT



**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**Annual Investment Report**  
**07/01/2018 - 06/30/2019**


**Investment Officer's Certification**

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase.

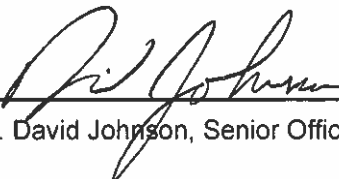
The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 2.48%  
 Interest Earned During the Period: \$13,914,867  
 Interest Earned Fiscal Year to Date: \$13,914,867

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2007 Bond Fund	464,129.74	464,129.74	464,129.74	0.09	2.50	1
CIP-2013 BOND	22,540,323.81	22,540,323.81	22,540,323.81	4.45	2.48	1
CIP-2017 BOND FUND	151,061,030.58	151,036,616.98	151,021,104.35	29.84	2.53	20
Food Service Fund	105,062.60	105,062.60	105,062.60	0.02	2.50	1
General Operating Fund	259,125,034.94	259,197,703.94	259,178,000.40	51.19	2.48	109
Interest & Sinking / Debt Service Fund	46,878,740.38	46,787,429.83	46,748,518.80	9.26	2.46	96
Internal Finance Fund	5,274,138.59	5,274,138.59	5,274,138.59	1.04	2.50	1
Scholarships	1,012,916.36	1,034,791.92	1,034,150.47	0.20	2.46	137
TRE FUND	19,699,084.51	19,699,084.51	19,699,084.51	3.89	2.49	1
<b>Total / Average</b>	<b>506,160,461.51</b>	<b>506,139,281.92</b>	<b>506,064,513.27</b>	<b>100.00</b>	<b>2.50</b>	<b>71</b>

  
 Ms. Elsie I. Schiro, Chief Financial Officer      7/16/19  
 Date

  
 Ms. Gloria Bey, Controller      7-15-19  
 Date

  
 Mr. David Johnson, Senior Officer      7/22/19  
 Date

  
 Ms. Tonya D. Wright, Treasurer      7/15/19  
 Date

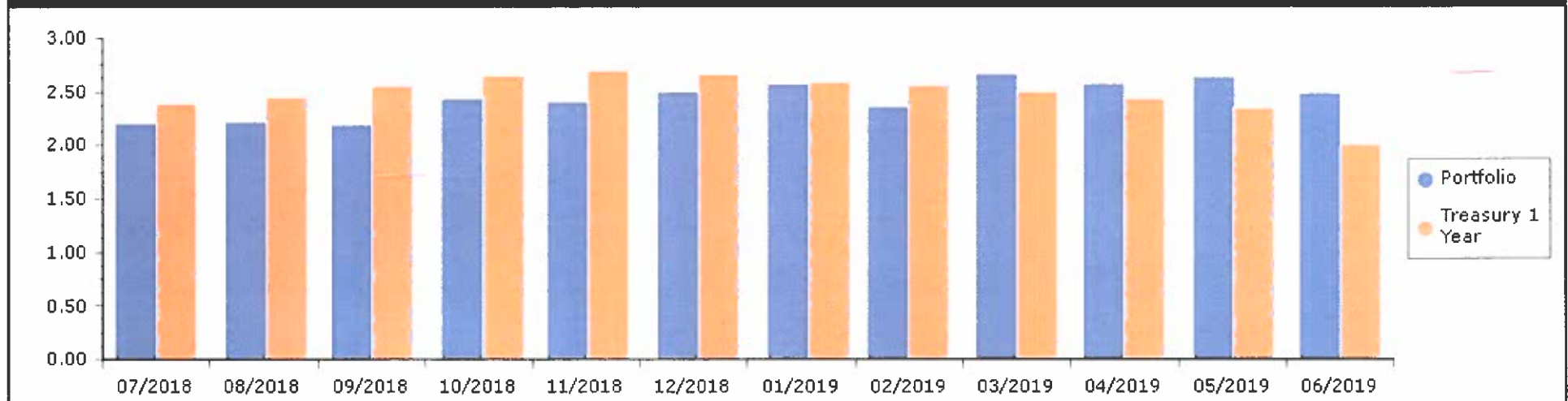


## Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2018, End Date: 6/30/2019

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
7/31/2018	572,908,922.39	1,031,491.26	0.00	1,031,491.26	568,900,261.25	0.18	2.20	2.39
8/31/2018	569,626,992.09	1,006,698.20	0.00	1,006,698.20	549,849,095.62	0.18	2.22	2.45
9/30/2018	540,279,593.04	959,581.18	0.00	959,581.18	530,512,145.39	0.18	2.19	2.56
10/31/2018	516,041,960.08	1,018,601.91	0.00	1,018,601.91	508,015,816.09	0.20	2.43	2.65
11/30/2018	510,408,279.21	994,092.72	0.00	994,092.72	503,386,506.54	0.20	2.40	2.70
12/31/2018	518,549,846.34	1,121,843.19	0.00	1,121,843.19	544,598,363.00	0.21	2.50	2.66
1/31/2019	586,695,821.76	1,392,806.58	0.00	1,392,806.58	657,300,645.99	0.21	2.57	2.58
2/28/2019	711,711,578.01	1,420,051.47	0.00	1,420,051.47	734,808,879.65	0.19	2.35	2.55
3/31/2019	637,786,088.19	1,411,266.48	0.00	1,411,266.48	641,708,417.84	0.22	2.67	2.49
4/30/2019	603,795,415.90	1,266,139.12	0.00	1,266,139.12	598,179,040.05	0.21	2.57	2.43
5/31/2019	578,689,834.49	1,213,279.80	0.00	1,213,279.80	559,541,111.37	0.22	2.63	2.34
6/30/2019	531,763,819.55	1,079,015.06	0.00	1,079,015.06	527,355,446.53	0.20	2.48	2.00

**Annualized TRR-BV**



Interest Earned During Period - BV/Quarterly Total: \$13,914,867

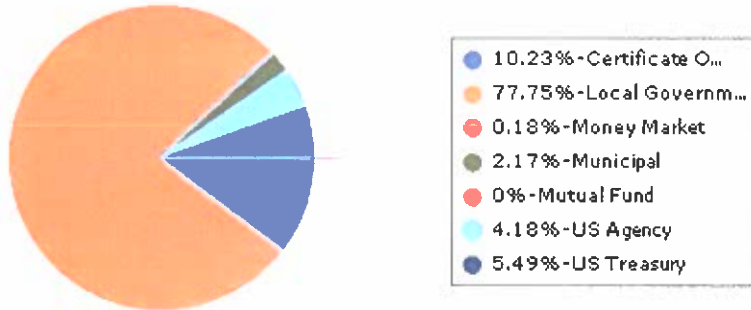


## Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

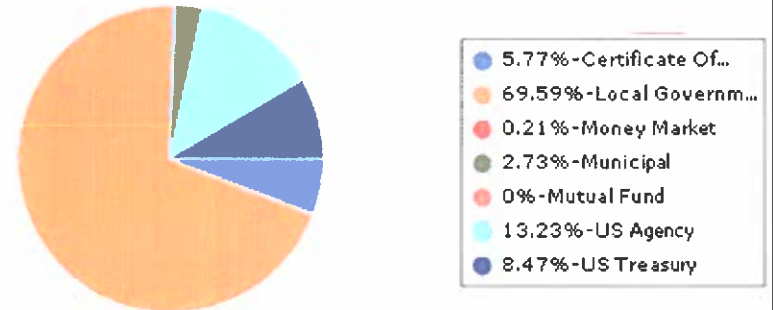
Begin Date: 6/30/2018, End Date: 6/30/2019

Security Sector Allocation				
Security Sector	Book Value 6/30/2018	% of Portfolio 6/30/2018	Book Value 6/30/2019	% of Portfolio 6/30/2019
Certificate Of Deposit	58,556,891.21	10.23	29,205,556.41	5.77
Local Government Investment Pool	445,235,048.69	77.75	352,150,641.84	69.59
Money Market	1,023,949.02	0.18	1,047,051.37	0.21
Municipal	12,429,234.66	2.17	13,807,236.60	2.73
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Agency	23,922,087.95	4.18	66,972,582.67	13.23
US Treasury	31,422,747.88	5.49	42,857,998.38	8.47
Total / Average	572,613,405.41	100.00	506,064,513.27	100.00

**Portfolio Holdings as of 6/30/2018**



**Portfolio Holdings as of 6/30/2019**



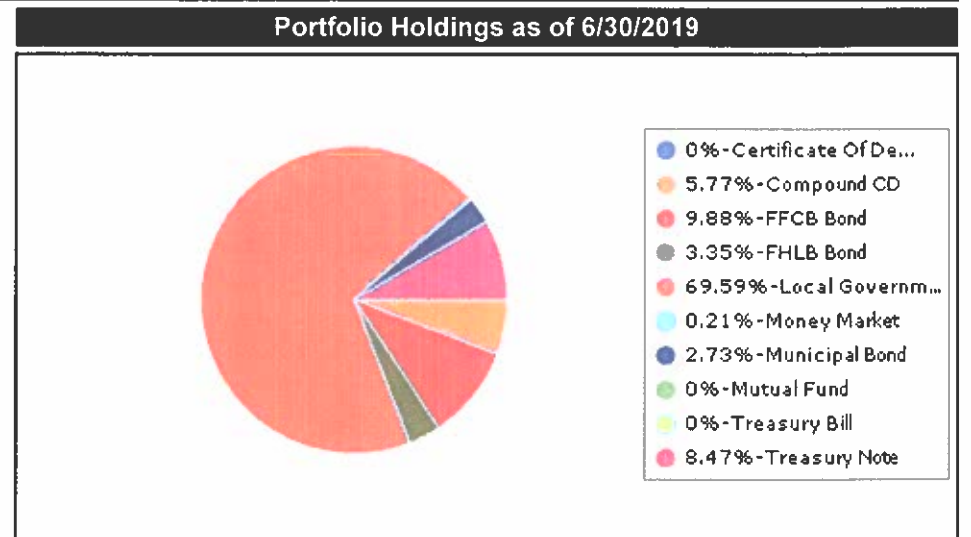
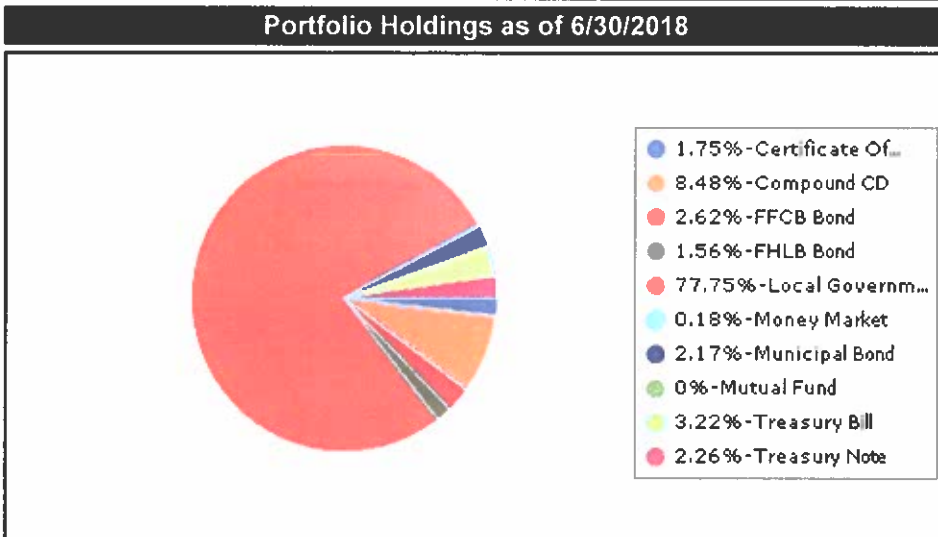




## Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 6/30/2018, End Date: 6/30/2019

Security Type Allocation				
Security Type	Book Value 6/30/2018	% of Portfolio 6/30/2018	Book Value 6/30/2019	% of Portfolio 6/30/2019
Certificate Of Deposit	10,000,000.00	1.75	0.00	0.00
Compound CD	48,556,891.21	8.48	29,205,556.41	5.77
FFCB Bond	14,998,062.15	2.62	50,000,000.00	9.88
FHLB Bond	8,924,025.80	1.56	16,972,582.67	3.35
Local Government Investment Pool	445,235,048.69	77.75	352,150,641.84	69.59
Money Market	1,023,949.02	0.18	1,047,051.37	0.21
Municipal Bond	12,429,234.66	2.17	13,807,236.60	2.73
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Treasury Bill	18,465,775.00	3.22	0.00	0.00
Treasury Note	12,956,972.88	2.26	42,857,998.38	8.47
Total / Average	572,613,405.41	100.00	506,064,513.27	100.00



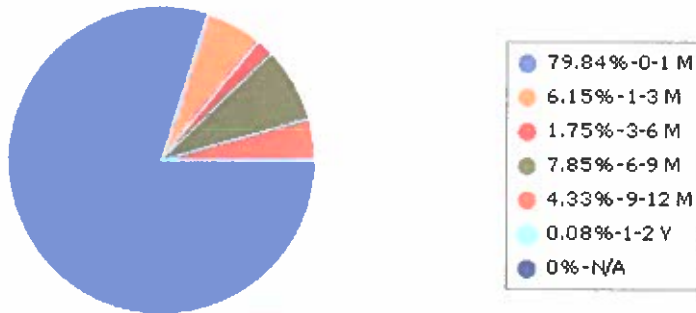


## Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

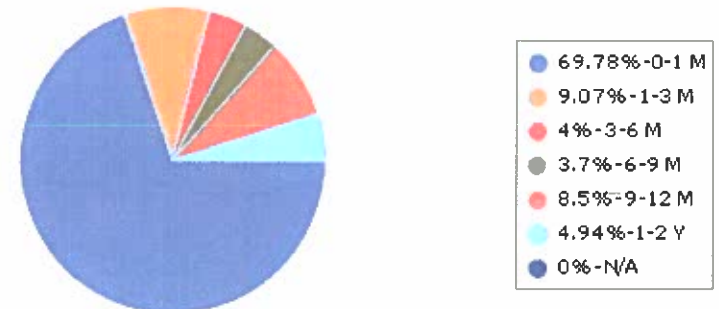
Begin Date: 6/30/2018, End Date: 6/30/2019

Maturity Range Allocation				
Maturity Range	Market Value 6/30/2018	% of Portfolio 6/30/2018	Market Value 6/30/2019	% of Portfolio 6/30/2019
0-1 Month	457,102,644.22	79.84	353,197,693.21	69.78
1-3 Months	35,238,539.09	6.15	45,924,936.65	9.07
3-6 Months	9,993,708.87	1.75	20,232,143.00	4.00
6-9 Months	44,924,887.50	7.85	18,731,580.70	3.70
9-12 Months	24,795,057.22	4.33	43,019,168.41	8.50
1-2 Years	451,977.48	0.08	25,009,672.50	4.94
N/A	22,893.03	0.00	24,087.45	0.00
<b>Total / Average</b>	<b>572,529,707.41</b>	<b>100.00</b>	<b>506,139,281.92</b>	<b>100.00</b>

**Portfolio Holdings as of 6/30/2018**



**Portfolio Holdings as of 6/30/2019**





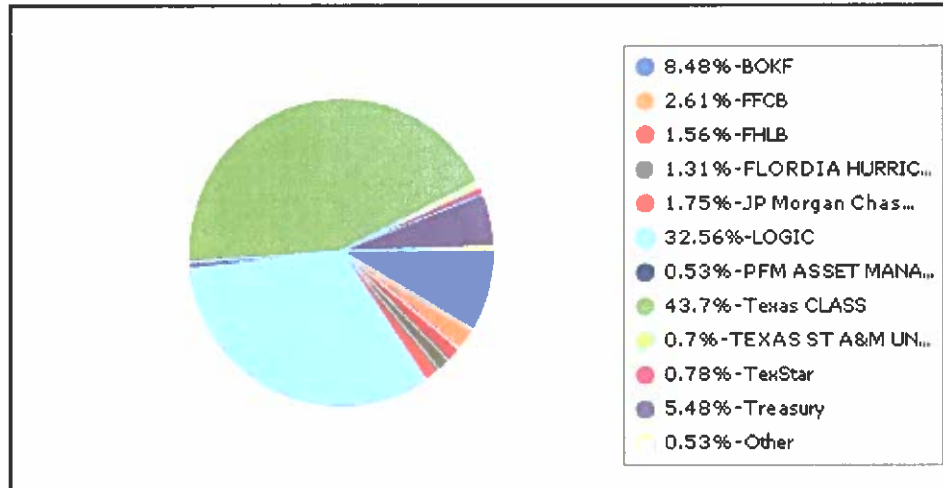
## Fort Worth Independent School District Distribution by Issuer - Market Value

All Portfolios

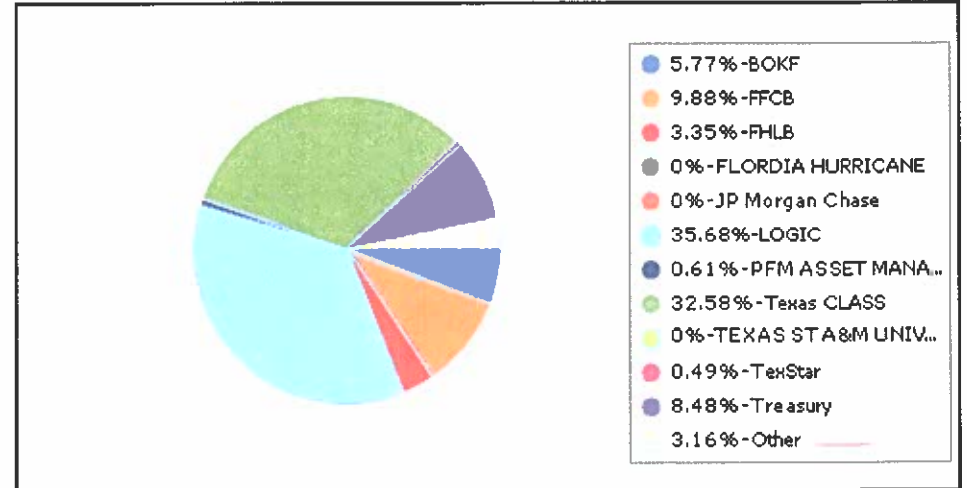
Begin Date: 6/30/2018, End Date: 6/30/2019

Issuer Allocation				
Issuer	Market Value 6/30/2018	% of Portfolio 6/30/2018	Market Value 6/30/2019	% of Portfolio 6/30/2019
BOKF	48,556,891.07	8.48	29,205,556.41	5.77
FFCB	14,952,693.00	2.61	50,012,317.50	9.88
FHLB	8,908,478.00	1.56	16,976,652.20	3.35
FLORDIA HURRICANE	7,520,000.00	1.31	0.00	0.00
JP Morgan Chase	10,000,000.00	1.75	0.00	0.00
LOGIC	186,442,428.63	32.56	180,602,440.26	35.68
PFM ASSET MANAGEMENT	3,034,551.25	0.53	3,103,790.71	0.61
Texas CLASS	250,205,488.80	43.70	164,877,292.68	32.58
TEXAS ST A&M UNIVERSITY	4,027,320.00	0.70	0.00	0.00
TexStar	4,469,463.03	0.78	2,459,525.09	0.49
Treasury	31,403,243.35	5.48	42,901,547.10	8.48
*Other	3,009,150.28	0.53	16,000,159.97	3.16
<b>Total / Average</b>	<b>572,529,707.41</b>	<b>100.00</b>	<b>506,139,281.92</b>	<b>100.00</b>

**Portfolio Holdings as of 6/30/2018**



**Portfolio Holdings as of 6/30/2019**



\*FICA - \$1,047,051.37  
 TexPool - \$1,107,593.10  
 HighMark - \$24,087.45

\*Texas State GO - \$7,060,550.00  
 Virginia Public Building - \$4,960,500.05  
 New York St Dorm - \$1,800,378.00



## Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 6/30/2018, End Date: 6/30/2019

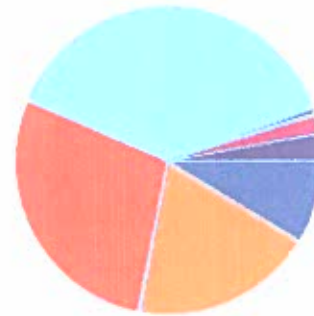
Issuer Allocation				
Issuer	Market Value 6/30/2018	% of Portfolio 6/30/2018	Market Value 6/30/2019	% of Portfolio 6/30/2019
BOKF	22,163,976.53	15.39	22,639,376.05	8.73
FFCB	9,968,462.00	6.92	50,012,317.50	19.30
FICA	510,329.21	0.35	521,843.28	0.20
FLORDIA HURRICANE	2,520,000.00	1.75	0.00	0.00
LOGIC	45,909,353.34	31.87	73,348,903.11	28.30
Texas CLASS	50,337,349.16	34.94	98,680,379.40	38.07
TexPool	1,083,116.98	0.75	1,107,593.10	0.43
TexStar	1,607,134.36	1.12	826,940.00	0.32
Treasury	9,952,202.80	6.91	0.00	0.00
FHLB	0.00	0.00	4,999,801.50	1.93
TEXAS ST GO BDS	0.00	0.00	7,060,550.00	2.72
<b>Total / Average</b>	<b>144,051,924.38</b>	<b>100.00</b>	<b>259,197,703.94</b>	<b>100.00</b>

**Portfolio Holdings as of 6/30/2018**



- 15.39%-BOKF
- 6.92%-FFCB
- 0.35%-FICA
- 1.75%-FLORDIA HURRIC...
- 31.87%-LOGIC
- 34.94%-Texas CLASS
- 0.75%-TexPool
- 1.12%-TexStar
- 6.91%-Treasury
- 0%-FHLB
- 0%-TEXAS ST GO BDS

**Portfolio Holdings as of 6/30/2019**



- 8.73%-BOKF
- 19.3%-FFCB
- 0.2%-FICA
- 0%-FLORDIA HURRICANE
- 28.3%-LOGIC
- 38.07%-Texas CLASS
- 0.43%-TexPool
- 0.32%-TexStar
- 0%-Treasury
- 1.93%-FHLB
- 2.72%-TEXAS ST GO BD...

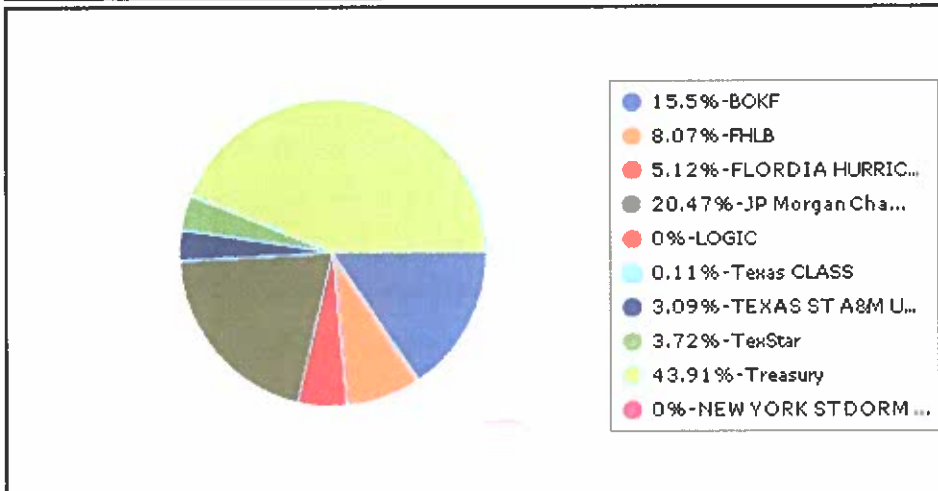


## Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking / Debt Service Fund

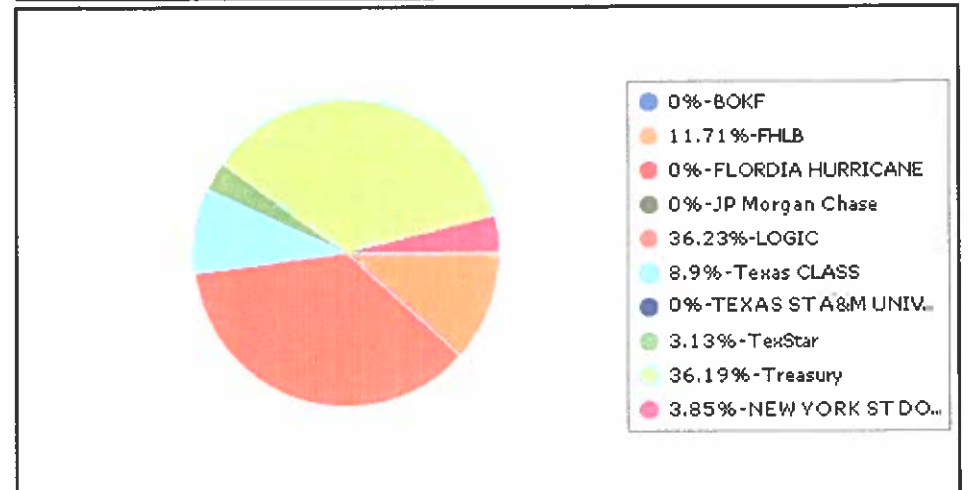
Begin Date: 6/30/2018, End Date: 6/30/2019

Issuer Allocation				
Issuer	Market Value 6/30/2018	% of Portfolio 6/30/2018	Market Value 6/30/2019	% of Portfolio 6/30/2019
BOKF	7,573,841.97	15.50	0.00	0.00
FHLB	3,941,240.00	8.07	5,477,108.75	11.71
FLORDIA HURRICANE	2,500,000.00	5.12	0.00	0.00
JP Morgan Chase	10,000,000.00	20.47	0.00	0.00
LOGIC	727.60	0.00	16,950,198.09	36.23
Texas CLASS	51,823.51	0.11	4,165,493.17	8.90
TEXAS ST A&M UNIVERSITY	1,510,245.00	3.09	0.00	0.00
TexStar	1,818,835.18	3.72	1,463,049.12	3.13
Treasury	21,451,040.55	43.91	16,931,202.70	36.19
NEW YORK ST DORM AUTHORITY	0.00	0.00	1,800,378.00	3.85
Total / Average	48,847,753.81	100.00	46,787,429.83	100.00

Portfolio Holdings as of 6/30/2018



Portfolio Holdings as of 6/30/2019



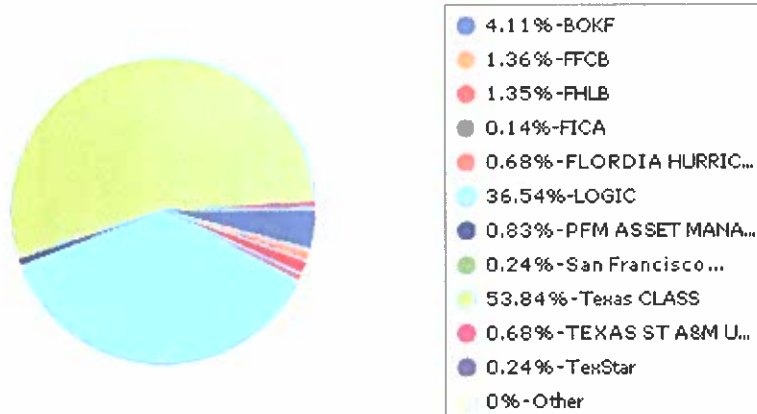


## Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

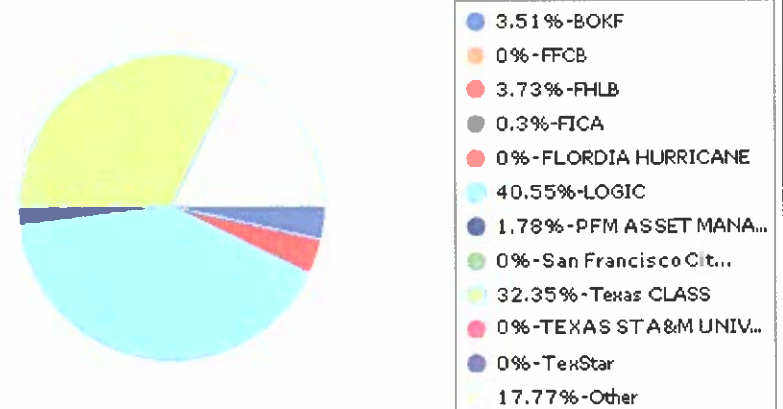
Begin Date: 6/30/2018, End Date: 6/30/2019

Issuer Allocation					
Issuer	Market Value 6/30/2018	% of Portfolio 6/30/2018	Market Value 6/30/2019	% of Portfolio 6/30/2019	
BOKF	15,086,620.67	4.11	6,103,108.90	3.51	
FFCB	4,984,231.00	1.36	0.00	0.00	
FHLB	4,967,238.00	1.35	6,499,741.95	3.73	
FICA	513,619.81	0.14	525,208.09	0.30	
FLORDIA HURRICANE	2,500,000.00	0.68	0.00	0.00	
LOGIC	134,287,421.26	36.54	70,576,575.27	40.55	
PFM ASSET MANAGEMENT	3,034,551.25	0.83	3,103,790.71	1.78	
San Francisco City	879,191.25	0.24	0.00	0.00	
Texas CLASS	197,836,378.37	53.84	56,300,128.51	32.35	
TEXAS ST A&M UNIVERSITY	2,517,075.00	0.68	0.00	0.00	
TexStar	879,015.21	0.24	1,672.65	0.00	
Other	0.00	0.00	30,930,844.45	17.77	
<b>Total / Average</b>	<b>367,485,341.82</b>	<b>100.00</b>	<b>174,041,070.53</b>	<b>100.00</b>	

Portfolio Holdings as of 6/30/2018



Portfolio Holdings as of 6/30/2019





## Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 6/30/2019

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
<b>CIP-2007 Bond Fund</b>								
Texas CLASS LGIP		5/31/2010	464,129.74	100.00	464,129.74	0.09%	S&P-AA+	1
TXCLASS0004	464,129.74	2.50	464,129.74	2.50		0.00	NR	0
			<b>464,129.74</b>		<b>464,129.74</b>	<b>0.09%</b>		<b>1</b>
<b>Sub Total CIP-2007 Bond Fund</b>	<b>464,129.74</b>	<b>2.50</b>	<b>464,129.74</b>	<b>2.50</b>		<b>0.00</b>		<b>0</b>
<b>CIP-2013 BOND</b>								
FICA MM		9/10/2015	525,208.09	100.00	525,208.09	0.1%	NR	1
FICA9057CIP2013	525,208.09	2.37	525,208.09	2.37		0.00	NR	0
LOGIC LGIP		9/18/2014	6,296,380.83	100.00	6,296,380.83	1.24%	NR	1
LOGIC13002	6,296,380.83	2.49	6,296,380.83	2.49		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		10/20/2016	3,103,790.71	100.00	3,103,790.71	0.61%	NR	1
PFM-1265-01	3,103,790.71	2.41	3,103,790.71	2.41		0.00	NR	0
Texas CLASS LGIP		4/14/2014	11,569,402.70	100.00	11,569,402.70	2.29%	S&P-AA+	1
TXCLASS0007	11,569,402.70	2.50	11,569,402.70	2.50		0.00	NR	0
Texas CLASS LGIP		12/1/2016	1,043,868.83	100.00	1,043,868.83	0.21%	NR	1
TXCLASS4001	1,043,868.83	2.39	1,043,868.83	2.39		0.00	NR	0
TexStar LGIP		2/20/2014	1,672.65	100.00	1,672.65	0%	S&P-AA+	1
TEXSTAR20130	1,672.65	2.38	1,672.65	2.38		0.00	NR	0
			<b>22,540,323.81</b>		<b>22,540,323.81</b>	<b>4.45%</b>		<b>1</b>
<b>Sub Total CIP-2013 BOND</b>	<b>22,540,323.81</b>	<b>2.48</b>	<b>22,540,323.81</b>	<b>2.48</b>		<b>0.00</b>		<b>0</b>
<b>CIP-2017 BOND FUND</b>								
BOKF 2 57 10/31/2019		11/1/2018	6,103,108.90	100.00	6,103,108.90	1.21%	NR	123
CDARS5087	6,103,108.90	2.57	6,103,108.90	2.57	0.00	0.00	NR	0.33
FHLB 2 5 9/10/2019		9/14/2018	6,494,995.00	100.00	6,499,741.95	1.28%	Moody's-Aaa	72
3130AEWJ5	6,500,000.00	2.58	6,499,001.77	2.50	49,652.78	740.18	S&P-AA+	0.19
LOGIC LGIP		5/2/2018	64,280,194.44	100.00	64,280,194.44	12.7%	NR	1
LOGIC13006	64,280,194.44	2.49	64,280,194.44	2.49		0.00	NR	0



## Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 6/30/2019

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Texas CLASS LGIP TXCLASS0009	43,222,727.24	5/4/2018 2.50	43,222,727.24	100.00 2.50	43,222,727.24	8.54% 0.00	NR NR	1 0
T-Note 1.625 8/31/2019 912828D80	26,000,000.00	12/21/2018 2.63	25,822,002.55 25,956,380.07	99.89 2.29	25,970,344.40 140,067.94	5.13% 13,964.33	NR Moody's-Aaa	62 0.17
VIRGINIA PUBLIC BUILDING 3 8 8/1/2019 9282172VY8	4,955,000.00	12/24/2018 2.70	4,987,257.05 4,959,691.93	100.11 2.47	4,960,500.05 77,931.14	0.98% 808.12	S&P-AA+ Moody's-Aa1	32 0.09
<b>Sub Total CIP-2017 BOND FUND</b>	<b>151,061,030.58</b>	<b>2.53</b>	<b>150,910,285.18</b> <b>151,021,104.35</b>	<b>2.46</b>	<b>151,036,616.98</b> <b>267,651.86</b>	<b>29.84%</b> <b>15,512.63</b>		<b>20</b> <b>0.05</b>
<b>Food Service Fund</b>								
LOGIC LGIP LOGIC13004	52,009.96	9/21/2018 2.49	52,009.96	100.00 2.49	52,009.96	0.01% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0002	52,379.42	2/14/2012 2.50	52,379.42	100.00 2.50	52,379.42	0.01% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR15580	673.22	5/31/2010 2.38	673.22	100.00 2.38	673.22	0% 0.00	S&P-AA+ NR	1 0
<b>Sub Total Food Service Fund</b>	<b>105,062.60</b>	<b>2.50</b>	<b>105,062.60</b>	<b>2.50</b>	<b>105,062.60</b>	<b>0.02%</b> <b>0.00</b>		<b>1</b> <b>0</b>
<b>General Operating Fund</b>								
BOKF 2.42 5/14/2020 CDARS7908	17,553,451.95	5/16/2019 2.42	17,553,451.95	100.00 2.42	17,553,451.95 0.00	3.47% 0.00	None None	319 0.86
BOKF 2.57 10/31/2019 CDARS5125	5,085,924.10	11/1/2018 2.57	5,085,924.10	100.00 2.57	5,085,924.10 0.00	1% 0.00	NR NR	123 0.33
FFCB 2.39 5/21/2020-19 3133EKM8	25,000,000.00	5/21/2019 2.39	25,000,000.00	100.01 2.38	25,002,645.00 64,729.17	4.94% 2,645.00	NR NR	52 0.89
FFCB 2.44 11/23/2020-19 3133EKM6	25,000,000.00	5/23/2019 2.44	25,000,000.00	100.04 2.41	25,009,672.50 62,694.44	4.94% 9,672.50	NR NR	54 1.38





## Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 6/30/2019

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FHLB 2.5 9/10/2019 3130AEWJ5	5,000,000.00	9/14/2018 2.58	4,996,150.00 4,999,232.13	100.00 2.50	4,999,801.50 38,194.44	0.99% 569.37	Moody's-Aaa S&P-AA+	72 0.19
FICA MM FICA9057-GO	521,843.28	2/8/2016 2.37	521,843.28 521,843.28	100.00 2.37	521,843.28	0.1% 0.00	NR NR	1 0
LOGIC LGIP LOGIC13001	73,348,903.11	9/25/2014 2.49	73,348,903.11 73,348,903.11	100.00 2.49	73,348,903.11	14.49% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0001	98,680,379.40	5/31/2010 2.50	98,680,379.40 98,680,379.40	100.00 2.50	98,680,379.40	19.5% 0.00	S&P-AA+ NR	1 0
TEXAS ST GO BDS 5.763 10/1/2019 882722KB6	7,000,000.00	1/22/2019 2.70	7,145,600.00 7,053,733.33	100.87 2.29	7,060,550.00 99,731.92	1.39% 6,816.67	Moody's-Aaa S&P-AAA	93 0.25
TexPool LGIP TEXPOOL00001	1,107,593.10	6/30/2010 2.38	1,107,593.10 1,107,593.10	100.00 2.38	1,107,593.10	0.22% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR11110	826,940.00	5/31/2010 2.38	826,940.00 826,940.00	100.00 2.38	826,940.00	0.16% 0.00	S&P-AA+ NR	1 0
			<b>259,266,784.94</b>		<b>259,197,703.94</b>	<b>51.2%</b>		<b>39</b>
<b>Sub Total General Operating Fund</b>	<b>259,125,034.94</b>	<b>2.48</b>	<b>259,178,000.40</b>	<b>2.47</b>	<b>265,349.97</b>	<b>19,703.54</b>		<b>0.29</b>
<b>Interest &amp; Sinking / Debt Service Fund</b>								
FHLB 0.11/29/2019 313384PW3	2,000,000.00	5/20/2019 2.39	1,974,695.56 1,980,071.11	99.13 2.08	1,982,560.00 0.00	0.39% 2,488.89	NR NR	152 0.42
FHLB 0.875 8/5/2019 3130A8Y72	3,500,000.00	9/14/2018 2.56	3,448,340.00 3,494,277.66	99.84 2.47	3,494,548.75 12,335.07	0.69% 271.09	Moody's-Aaa S&P-AA+	36 0.1
LOGIC LGIP LOGIC13003	16,950,198.09	12/2/2014 2.49	16,950,198.09 16,950,198.09	100.00 2.49	16,950,198.09	3.35% 0.00	NR NR	1 0
NEW YORK ST DORM AUTHORITY 2.192 2/15/2020 64990EJH1	1,800,000.00	1/23/2019 2.75	1,789,560.00 1,793,811.34	100.02 2.16	1,800,378.00 14,796.00	0.35% 6,566.66	Moody's-Aa1 S&P-AA+	230 0.62



## Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 6/30/2019

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		5/31/2010	4,165,493.17	100.00	4,165,493.17	0.82%	S&P-AA+	1
TXCLASS0003	4,165,493.17	2.50	4,165,493.17	2.50		0.00	NR	0
TexStar LGIP		5/31/2010	1,463,049.12	100.00	1,463,049.12	0.29%	S&P-AA+	1
TEXSTAR33330	1,463,049.12	2.38	1,463,049.12	2.38		0.00	NR	0
T-Note 1.375 1/31/2020		5/17/2019	8,937,421.88	99.60	8,963,577.90	1.77%	NR	215
912828UL2	9,000,000.00	2.37	8,948,052.91	2.07	51,277.62	15,524.99	Moody's-Aaa	0.58
T-Note 1.375 1/31/2020		5/17/2019	7,944,062.50	99.60	7,967,624.80	1.57%	NR	215
912828UL2	8,000,000.00	2.38	7,953,565.40	2.07	45,580.11	14,059.40	Moody's-Aaa	0.58
<b>Sub Total Interest &amp; Sinking / Debt Service Fund</b>	<b>46,878,740.38</b>	<b>2.46</b>	<b>46,672,820.32</b>	<b>2.31</b>	<b>46,787,429.83</b>	<b>9.23%</b>		<b>96</b>
			<b>46,748,518.80</b>		<b>123,988.80</b>	<b>38,911.03</b>		<b>0.26</b>
<b>Internal Finance Fund</b>								
Texas CLASS LGIP		5/31/2010	5,154,458.45	100.00	5,154,458.45	1.02%	S&P-AA+	1
TXCLASS0005	5,154,458.45	2.50	5,154,458.45	2.50		0.00	NR	0
TexStar LGIP		5/31/2010	119,680.14	100.00	119,680.14	0.02%	S&P-AA+	1
TEXSTAR15640	119,680.14	2.38	119,680.14	2.38		0.00	NR	0
<b>Sub Total Internal Finance Fund</b>	<b>5,274,138.59</b>	<b>2.50</b>	<b>5,274,138.59</b>	<b>2.50</b>	<b>5,274,138.59</b>	<b>1.04%</b>		<b>1</b>
						<b>0.00</b>		<b>0</b>
<b>Scholarships</b>								
BOKF 2.425 4/23/2020		4/26/2018	463,071.46	100.00	463,071.46	0.09%	NR	298
CDARS9135	463,071.46	2.43	463,071.46	2.43	0.00	0.00	NR	0.81
Nationwide-Highmark Bond		4/19/2002	23,446.00	10.89	24,087.45	0%	NR	
HIGHMARK857	2,211.89		23,446.00			641.45	NR	
Texas CLASS LGIP		4/24/2014	524,453.73	100.00	524,453.73	0.1%	S&P-AA+	1
TXCLASS0008	524,453.73	2.50	524,453.73	2.50		0.00	NR	0
TexStar LGIP		5/31/2010	23,179.28	100.00	23,179.28	0%	S&P-AA+	1
TEXSTAR44440	23,179.28	2.38	23,179.28	2.38		0.00	NR	0



**Fort Worth Independent School District  
Portfolio Holdings by Portfolio Name  
All Portfolios**

Date: 6/30/2019

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
			1,034,150.47		1,034,791.92	0.19%		137
<b>Sub Total Scholarships</b>	<b>1,012,916.36</b>	<b>2.46</b>	<b>1,034,150.47</b>	<b>2.46</b>	<b>0.00</b>	<b>641.45</b>		<b>0.37</b>
<b>TRE FUND</b>								
LOGIC LGIP		3/8/2018	19,674,753.83	100.00	19,674,753.83	3.89%	NR	1
LOGIC13005	19,674,753.83	2.49	19,674,753.83	2.49		0.00	NR	0
TexStar LGIP		3/8/2018	24,330.68	100.00	24,330.68	0%	None	1
TEXSTAR15650	24,330.68	2.38	24,330.68	2.38		0.00	None	0
<b>Sub Total TRE FUND</b>	<b>19,699,084.51</b>	<b>2.49</b>	<b>19,699,084.51</b>	<b>2.49</b>		<b>0.00</b>		<b>0</b>
			505,966,780.16		506,139,281.92	100.00%		35
<b>TOTAL PORTFOLIO</b>	<b>506,160,461.51</b>	<b>2.50</b>	<b>506,064,513.27</b>	<b>2.45</b>	<b>656,990.63</b>	<b>74,768.65</b>		<b>0.19</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE WORKFORCE SOLUTION OF TARRANT COUNTY  
CONTRACT WITH FWISD OFFICE OF ADULT EDUCATION ADULT  
EDUCATION PROGRAM**

**BACKGROUND:**

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The FWISD Office of Adult Education has solidified the necessary program changes that will be needed to operate within the funding provided, and the needed changes will be implemented during the 2019-2020 year to ensure students' targets are met.

Estimated Cost of the FWISD Adult Education program for the 2019-2020 is \$2,103,373.30, which will be reimbursed as a subcontractor through this agreement.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education Adult Education Program
2. Decline to Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education Adult Education Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education Adult Education Program

**FUNDING SOURCE**

*Additional Details*

Special Revenue	220-xx-6xxx-001-214-24-602-000000-20F02	\$2,009,521.85
	220-xx-6xxx-001-214-24-604-000000-20120	\$93,851.45

**COST:**

\$2,103,373.30

**VENDOR:**

Not Applicable

**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**

Adult Education Locations Throughout Tarrant County

**RATIONALE:**

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

**INFORMATION SOURCE:**

Sherry Breed

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

**CONTRACT NUMBER:** 19-SPC-AEL-004      **CONTRACT TYPE:** Cost Reimbursement  
**FUNDING SOURCE:**                      Adult Education and Literacy  
**CONTRACT PERIOD:**                      From July 1, 2019 To June 30, 2020  
**FUNDED PROJECT/PROGRAM:** Adult Education and Literacy Services  
**TOTAL FUNDING OBLIGATION NOT TO EXCEED:** \$2,103,373.30.00.

Adult Education and Literacy Funds Awarded	\$2,103,373.30
Total Contract Amount	\$2,103,373.30.

This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	Contractor:	<p>Fort Worth Independent School District</p> <p>Business Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Mailing Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Contact: <u>Ms. Nydia Lewis</u></p> <p>Phone: <u>817-815-7759</u></p> <p>Fax:</p> <p>E-Mail: <u>nydia.lewis@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

**APPROVED:**

**TARRANT COUNTY LOCAL  
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
Judy McDonald  
Executive Director

\_\_\_\_\_  
Kent Scribner  
Superintendent Fort Worth ISD

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

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



**PART A**  
**GENERAL CONTRACT TERMS**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**GENERAL TERMS FOR CONTRACT WITH  
TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD**

Contract No. 19-SPC-AEL-004

**SECTION 1 - PARTIES TO CONTRACT**

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Fort Worth Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

**SECTION 2 - CONTRACT PERIOD**

The period for performance of this Contract shall commence July 1, 2019 and shall terminate June 30, 2020 unless otherwise provided for in the Statement of Work.

**SECTION 3 - CONTRACT FUNDING**

The total amount of funding awarded under this contract shall not exceed \$2,103,373.30 This funding is comprised of the following categories:

AEFLA Program Funds:	\$1,934,669.95
EL / Civics:	\$ 93,851.45
Performance Fund:	\$ 44,208.90
Professional Development:	<u>\$ 30,643.00</u>
Total:	<u>\$2,103,373.30</u>

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

**SECTION 4 - LEGAL AUTHORITY**

4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:

- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
- The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
- The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
- Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
- Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

**SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW**

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83<sup>rd</sup> Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

**SECTION 6 - BOARD PERFORMANCE**

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
  - 6.1.1 Relaying all updates and messages from TWC to service providers.
  - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
  - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
  - 6.2.2 Periodically visit sites across the Consortium service area.
  - 6.2.3 Provide feedback on those site visits to service provider.
  - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
  - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
  - 6.2.6 Conduct data reviews as outlined in grant application.
  - 6.2.7 Provide Consortium updates on progress and student successes.
  - 6.2.8 Lead initiatives to standardize various program components across Consortium.
  - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
  - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
  - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
  - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

## SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
  - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
  - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
  - 7.1.4 Provide services as listed in section 20.7 of grant application.
  - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
  - 7.1.6 Submit monthly expenditure reports to the Board.
  - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
  - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
  - 7.1.9 Provide year-round services with no break in service delivery.
  - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/Attainment Policy and other TWC guidelines.
  - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
  - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
  - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01. Maintain these qualification and professional development records for each staff member. This includes volunteers.
  - 7.1.14 Conduct student assessment and placement.

- 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
  - 7.1.16 Provide updated site lists as requested by TWC and/or the Board.
- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
  - 7.2.2 Participate in quarterly Consortium meetings.
  - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
  - 7.2.4 Participate in planning and design of standardized program components.
  - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
  - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
  - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
  - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
  - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
  - 7.2.10 Seek new partnerships to provide additional student support services.
  - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
  - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
  - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

## SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an

independent contractor.

- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

## SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.
- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by

the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

## SECTION 10 - FISCAL ADMINISTRATION

### 10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

### 10.2 Financial Management Requirements

10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.

10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.

10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.

10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.

10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.

10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.

10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

### 10.3 Limitation on Liability

10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds

not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.

10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.

10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

#### 10.4 Expenditure Rates/De-obligation of Funding

10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.

10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.

10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.

10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.

10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.



## SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
  - 11.1.1 Any specific term or condition within this Contract,
  - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
  - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
  - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
  - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
  - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
  - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

## SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

## SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,;

- 13.3.1 The United States Department of Labor,
  - 13.3.2 The United States Department of Health and Human Services,
  - 13.3.3 The United States Department of Education,
  - 13.3.4 The United States Department of Agriculture,
  - 13.3.5 The Comptroller General of the United States,
  - 13.3.6 The General Accounting Office,
  - 13.3.7 The Auditor of the State of Texas,
  - 13.3.8 TWC,
  - 13.3.9 Other state and federal auditing agencies, or
  - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

#### SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

## SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
  - 15.1.1 for retention and accessibility of records;
  - 15.1.2 for non-discrimination and equal opportunity;
  - 15.1.3 for prevention of fraud and abuse;
  - 15.1.4 for prevention of conflicting interests;
  - 15.1.5 for fiscal administration; and
  - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a sub-contractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.
- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs

of the program or project which will be financed by nongovernmental sources.

- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

## SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.
- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

## SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor

acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.

- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

## SECTION 18

This section is left blank intentionally.

## SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.
- In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.
- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

## SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures,

unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.

20.3 An Incident Report regarding such an act must be submitted to:

Tarrant County Workforce Development Board  
Attn: Jack Cummings  
1320 S. University Drive, Suite 600  
Fort Worth, Texas 76107-5780

20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.

20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:

20.6.1 Further investigation;

20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or

20.6.3 Other corrective action, as may be appropriate.

20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

## SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

### 21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:

- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- b. Professional licensing requirements, when applicable; and
- c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.

21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and

21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

- (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board Contracting Guidelines, Part 20, Chapter 801, Subchapter C.
- (2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

## SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act,



## SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
  - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
  - 23.1.4 The Age Discrimination Act of 1975, as amended;
  - 23.1.5 The Americans with Disabilities Act, as amended;
  - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
  - 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

## SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

## SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such

termination is in its best interests or the interests of the local workforce development area.

- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

## SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
- temporary withholding of payments,
  - disallowance of costs,
  - whole or partial suspension,
  - withholding of further awards or
  - other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules

### 26.3 Performance Sanctions

- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.

### 26.4 Financial Related

- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method or payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.
- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.

- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

**SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS**

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:  
  

“Neither the Contractor’s nor Local Workforce Development Board’s selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board.”
- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

**SECTION 28 - POLITICAL ACTIVITY AND LOBBYING**

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.

- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

#### SECTION 29 - DEBARMENT CLAUSE

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

#### SECTION 30 - DRUG FREE WORKPLACE

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

#### SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and employees who are on official business incidental to a contract.

#### SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

#### SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

## SECTION 34 - PROGRAM INCOME

Income generated under any program shall be used to further program objectives and may be retained by that program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

## SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

## SECTION 36 - MAINTENANCE OF EFFORT

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

## SECTION 37 - COMPLAINTS

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

## SECTION 38 - BONDING AND INSURANCE

The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

### 38.1 Contractor Bonding Requirements

Before authorizing the Contractor or any Sub-Contractor to receive funds provided under the terms of this Contract, the Contractor and any of its Sub-Contractors shall provide the Board with a fidelity bond covering every officer, director and employee authorized to represent the Contractor or Sub-Contractor for the purpose of receiving or depositing TWC program funds, or issuing financial documents, checks, or other instruments of payment. The Contractor and any of its Sub-Contractors shall be the insured and the Board shall be the certificate holder. The Contractor shall immediately notify the Board if a bond is canceled or reduced and no further disbursements shall be made to the Contractor until adequate coverage has been obtained. The fidelity bond shall be in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in Section 39.8 (Notification) of this Contract.

## 38.2 Contractor Insurance Requirements

### 38.2.1 General and Professional Liability Insurance

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

### 38.2.2 Fire and Extended Coverage Insurance

In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

### 38.2.3 Public Liability and Property Damage Insurance

Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

### 38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, it's agents, servants, contractors, employees, or invitees.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.

## SECTION 39 - GENERAL PROVISIONS

### 39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the

Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.



39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board  
1320 S. University Drive, Suite 600  
Fort Worth, Texas 76107-5780

Contractor: Fort Worth Independent School District  
5701 Meadowbrook Drive  
Fort Worth, TX 76112

**Section 40 - Other Conditions of The Award**

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.

- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity – All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)–Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.'s 12549 and 12689)– No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or

Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity;

40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

APPROVED:

TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD

FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
Judy McDonald  
Executive Director

\_\_\_\_\_  
Kent Scribner  
Superintendent Fort Worth ISD

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

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

**PART B**  
**LINE ITEM BUDGET**

Workforce Solutions for Tarrant County AEL Grant

PY 19 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
<b>I. PERSONNEL - 6100</b>			
Salaries	343,430.00		343,430.00
Fringe Benefits @ .12 of Salaries	41,212.00		41,212.00
Pooled Staff Wages		1,286,476.97	1,286,476.97
Pooled Staff Fringe		175,070.33	175,070.33
Other ( Specify) Professional Development		30,643.00	30,643.00
<b>Personnel Subtotal</b>	<b>384,642.00</b>	<b>1,492,190.30</b>	<b>1,876,832.30</b>
<b>II. Professional and Contracted Services - 6200</b>			
Professional Services			
Partner Services			
Other Services - FWISD Maintenance	1,200.00		
PD Services			
Consultant Fees			
Consultant Travel			
Utilities AT&T	888.00		888.00
Mobile Phone/Wireless Services	6,289.00		6,289.00
Rent/Lease	11,101.00		11,101.00
<b>Professional and Contracted Services Subtotal</b>	<b>19,478.00</b>	<b>-</b>	<b>19,478.00</b>
<b>III. Supplies and Materials - 6300</b>			
Office Supplies and Materials	2,500.00	94,847.00	97,347.00
Postage			
Printing	6,000.00		6,000.00
Computer Hardware		500.00	500.00
Testing Materials		36,602.00	36,602.00
Software Purchases			-
Software Usage Fees		42,000.00	42,000.00
Other - Fuel for program van	400.00		400.00
Other			-
<b>Operations Subtotal</b>	<b>8,900.00</b>	<b>173,949.00</b>	<b>182,849.00</b>
<b>IV. Other Operating Expenses - 6400</b>			
Telephone equipment			
Staff Mileage Reimbursement	1,200.00		1,200.00
Staff Travel	12,214.00	10,800.00	23,014.00
Indirect Costs			
<b>Other Operating Expenses Subtotal</b>	<b>13,414.00</b>	<b>10,800.00</b>	<b>24,214.00</b>
<b>GRAND TOTAL</b>	<b>426,434.00</b>	<b>1,676,939.30</b>	<b>2,103,373.30</b>

Workforce Solutions for Tarrant County AEL Grant  
Fund Source Allocation Worksheet

Sub-Contractor Name: Fort Worth ISD

Cost Category / Line Item	Management & Operations Funds Source Allocation				Education Services Fund Source Allocation				
	AEL	EL	Perf	Total	AEL	EL	Perf	Total	
	Federal	Civics	Reserve		Federal	Civics	Reserve		
<b>I. PERSONNEL - 6100</b>									
<i>Personnel Subtotal</i>	308,290.55				1,492,190.30	76,351.45			1,876,832.30
<b>II. Professional and Contracted Services - 6200</b>									
1 6249 Maintenance	1,200.00								
2 6256 AT&T/Tmobile	7,177.00								
3 6264 Xerox	4,676.00								
4 6266 Lease NS/SS CC	6,425.00								
5 enter line item name									
<i>Professional and Contracted Subtotal</i>	19,478.00	-	-	-	-	-	-	-	19,478.00
<b>III. Supplies and Materials - 6300</b>									
1 6312 Fuel	400.00								
2 6399 Printing	6,000.00								
3 6399 Supplies/Materials	2,000.00	500.00			33,638.10	2,000.00	20,000.00		
4 6321/6329 Textbooks & Reading materials						15,000.00	24,208.90		
5 6300 Software License					42,000.00				
6 6339 Test materials BEST Plus/TABE					36,602.00				
7 6396 Technology					500.00				
<i>Operations Subtotal</i>	8,400.00	500.00	-	-	112,740.10	17,000.00	44,208.90	-	182,849.00
<b>IV. Other Operating Expenses - 6400</b>									
1 6411 -OMR Staff Mileage Reimbursement	1,200.00								
2 6411 Travel	12,214.00				10,800.00				
3 enter line item name									
4 enter line item name									
5 enter line item name									
<i>Other Operating Expenses Subtotal</i>	13,414.00	-	-	-	10,800.00	-	-	-	24,214.00
<b>TOTAL</b>	<b>349,582.55</b>	<b>500.00</b>	<b>-</b>	<b>-</b>	<b>1,615,730.40</b>	<b>93,351.45</b>	<b>44,208.90</b>	<b>-</b>	<b>2,103,373.30</b>

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Salary Detail

Contractor Name: Fort Worth ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
<b>Program Management and Operations</b>						
1	Director	Lewis, Nydia	39.23	40	48	75,321.60
2	Adm Associate	Portales, Mayra	23.02	40	48	44,198.40
3	Coordinator II/Manager	Vacant				-
4	PD Coordinator	Vacant	27.22	40	48	52,262.40
5	TEAMS	Maldonado, Angel	18.57	40	48	35,654.40
6	TEAMS	Hall, Kimberly	16.90	40	48	32,448.00
7	TEAMS	Jackson, Yolanda	18.78	40	48	36,057.60
8	TEAMS	Vacant	18.57	40	48	35,654.40
9	Warehouse	Moore, Alek	8.29	40	48	15,916.80
10	Receptionist	Reyna, Yvonne	8.29	40	48	15,916.80
11						-
12						-
<b>Program M &amp; O Subtotal</b>						<b>343,430.40</b>
<b>Education Services</b>						
1	Instructor FT	Davis, Bridgett	39.18	40	44	68,956.80
2	Career Navigator	Johnson, Frankie	21.00	20	48	20,160.00
3	Mentor Team	3 instructors each @ 20,160	21.00	20	48	60,480.00
4	Teacher Facilitator	37 TF @ an average 7,371.00	21.00	9	39	272,727.00
5	Teachers	83 @ an average 4,914.00	21.00	6	39	407,862.00
6	Interpreter	1 @ an average	10.00	6	30	1,800.00
7						-
8						-
9						-
10						-
11						-
12						-
13						-
<b>Education Services Subtotal</b>						<b>831,985.80</b>
<b>Total</b>						<b>1,175,416.20</b>

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**Tarrant County Workforce Development Board  
Facility Cost Worksheet**

**A. General Information**

1. What facility are you proposing to charge the Board for?

Address: 1100 NW 18th Street  
Fort Worth, TX 76106

Description: Northside Community Center  
\_\_\_\_\_  
\_\_\_\_\_

2. Is this facility owned by your organization or leased?

Owned    *a*             Leased    *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes    *a*             No    *a*

---

**\*\*If you marked that your organization leases this facility, please complete the section below.  
If your organization owns this facility, further discussion with the Board will be needed.**

---

**B. Leased Facilities Information**

1. What is the total square footage of this facility?

How much of that will be used for this Board Program?

785.9 sq. ft. - total facility  
                     sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ 170.48 per month

3. How much do you propose to charge the Board for using this facility?

\$ 170.48 per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

Utilities  
\_\_\_\_\_  
\_\_\_\_\_

5. How have you arrived at the amount to charge the Board?

Contract agreement with the City of Fort Worth  
\_\_\_\_\_  
\_\_\_\_\_

6. Is there any other information about this facility or these charges you need to provide?

Not At This Time  
\_\_\_\_\_  
\_\_\_\_\_



**Tarrant County Workforce Development Board  
Facility Cost Worksheet**

**A. General Information**

1. What facility are you proposing to charge the Board for?

Address: 959 E. Rosedale Street  
Fort Worth, TX 76105

Description: Southside Community Center  
\_\_\_\_\_  
\_\_\_\_\_

2. Is this facility owned by your organization or leased?

Owned       *a*             Leased      *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes       *a*                 No            *a*

---

**\*\*If you marked that your organization leases this facility, please complete the section below.  
If your organization owns this facility, further discussion with the Board will be needed.**

---

**B. Leased Facilities Information**

1. What is the total square footage of this facility?  
How much of that will be used for this Board Program?

2323 sq. ft. - total facility  
           sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ 364.86 per month

3. How much do you propose to charge the Board for using this facility?

\$ 364.86 per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

Utilities  
\_\_\_\_\_  
\_\_\_\_\_

5. How have you arrived at the amount to charge the Board?

Contract agreement with the City of Fort Worth  
\_\_\_\_\_  
\_\_\_\_\_

6. Is there any other information about this facility or these charges you need to provide?

Not At This Time  
\_\_\_\_\_  
\_\_\_\_\_

**PART C**  
**STATEMENT OF WORK**

**TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD  
2019 ADULT EDUCATION AND LITERACY SERVICE PLAN  
PLAN COVER SHEET**

**INFORMATION ABOUT PROPOSER**

ORGANIZATION NAME:	Fort Worth Independent School District
PHYSICAL ADDRESS	5701 Meadowbrook Drive
CITY, STATE ZIP	Fort Worth, Texas 76112
CONTACT PERSON TELEPHONE/FAX EMAIL	Sherry Breed, Chief -- Equity & Excellence 817.814.2331 Main 817.814.2350 Fax sherry.breed@fwisd.org
TYPE OF ORGANIZATION	Local School District
FEDERAL EIN	#17560016135000
TEXAS STATE COMPTROLLER ID	#17560016135000

**INFORMATION ABOUT PLAN**

SUMMARY OF PROPOSERS PRIMARY BUSINESS ACTIVITIES:	Provide AEL services for Tarrant County
TOTAL BUDGET AMOUNT:	\$2,103,373.30
DOES PLAN PROPOSE A COLLABORATION OR JOINT VENTURE?	Currently part of Tarrant County Adult Education & Literacy Consortium

**AUTHORIZATION FOR SUBMISSION**

<b>TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD 2018 ADULT EDUCATION AND LITERACY SERVICE PLAN COVER SHEET</b>	
TYPED NAME & TITLE OF AUTHORIZED SIGNATORY	Dr. Kent P. Scribner, Superintendent Fort Worth Independent School District
SIGNATURE & DATE	

## FWISD STATEMENT OF WORK

### A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 60% student numbers are met by the proposed date of December 30, 2019.

*The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to provide the following services during the 2019-2020 year:*

#### *3074 Total Number of Students Served*

- 55 IET
- 70 EL Civics Students
- 2843 Traditional
- 85 Intensive
- 21 IET EL Civics

*Our current network of 45 site locations will continue to provide traditional ABE/ASE, ESL and IET services to students across Tarrant County. Our Workplace Literacy sites at Klein Tools, Gaylord Resort and TCU will continue to serve employees with ESL and HSE needs. We anticipate adding 2-3 additional Workplace Literacy sites and at least one additional IET class for the 2019-2020 program year. The Director and Quality Assurance Specialist will oversee; monitor to ensure that the 60% benchmark is met by December 31, 2019. We have implemented a trimester schedule that allows for program delivery in fall, spring and summer, as well as the availability of distance learning year-round. Additionally, we have developed and implemented standard operation procedures to ensure accurate, systemic & timely data collection and entry into the TEAMS system. Fall classes will begin in August.*

2. Describe the overall innovative approach, design and strategies your organization will utilize to effectively deliver services including the Academy Model and manage resources. Additionally, describe your classroom design to encompass the Math, Reading, Writing, and Career Pathways required through the new Content Standards.

*The Director, Professional Development Coordinator and Mentoring Team will provide PD opportunities to assure instructors utilize innovative instructional strategies, to include project based and cooperative learning. Instructors are expected to integrate the use of technology in their classrooms to support student learning, accelerate concept mastery and to improve overall student achievement. Career Navigators, Teacher Facilitator, Teachers and IET Data Specialist will work in concert to assure IET documentation is submitted and captured in TEAMS as required by the grant. Fort Worth ISD Student Placement Center is an example of our delivery system, which follows the Academy Model. Our goal is to begin adding Academy Model at all sites by December 31, 2019. As students complete their first round of basic ABE/ASE or ESL class, the career navigator will provide students with ongoing career counseling and facilitate their enrollment in various IET classes or enrollment at the TCCD Opportunity Center.*

*The , Professional Development Coordinator and Mentoring Team will offer a minimum of 6 hours for training in the Principals of Adult Learning, Goal Setting and Literacy to prepare our teacher for success in the classroom. ABE/ASE and ESL teachers will provide both individual and whole-group instruction in the areas of Math, Reading, Writing and Career Pathways in accordance with the unique developmental needs of students as determined by pre- and post- assessment data. To enhance instructor effectiveness, teachers are required to participate in engaging and innovative professional development opportunities that model and reinforce the instructional strategies expected in their classrooms. Lesson plans should be engaging, support literacy development and career skills, and are monitored by AEL staff throughout the program year.*

3. Explain your planning process alignment to our performance target areas in these programs, including description of the classroom instruction model used, and student results from past and current implementations:

- a. Intensive (Workplace Literacy & ESL for Professionals)

*Workplace Literacy is currently offered at three locations: TCU, Gaylord Resort, SE Homes and Klein Tools. Participating students engage in contextualized ESL and/or HSE coursework, and are expected to exhibit gains at the completion of their coursework. Workplace Literacy will be offered at five locations for the 2019-2020 program year to include J C Penny Logistic.*

- b. IET (AEL instruction contextualized for Workforce Training, workforce preparation activities, and workforce training in a specific high demand or occupational cluster as determined by the local workforce board.)

- *Certified Nursing Assistant (CNA) Training is currently offered at Roham Medical Careers. The duration of the course is 6-8 weeks and students will*

*demonstrate their mastery of the concepts learned by passing the CNA state exam.*

- *Commercial Driver's License (CDL) Training a six weeks training course currently being offered at Goodwill Industry. The concepts in this course will prepare students for A CDL Commercial Driver's License.*

c. EL Civics

*AEL will collaborate with neighborhood Family Resource Centers to recruit student participants. EL Civics courses will have an emphasis on Project Based Learning and Citizenship.*

d. IET EL Civics

*Student candidates identified by their TABE assessment scores by the Career Navigator will have the opportunity pursue CAN, CDL or other certifications offered throughout the consortium with and continue citizenship attainment.*

4. Describe how you will monitor, track, and data enter students MSG achievements in these specific areas:

*All MSG achievements will be monitored beginning with the TF, TEAMS specialist, Quality Assurance Lead and the director overseeing the tracking and data entry of MSG achievements. IET's Post Secondary's are tracked by an assigned TEAMS specialist. (see attachment)*

a. Educational Functioning Level Gain {Type 1}

*The educational functioning level gain {Type 1} will be determined by using an approved NRS assessment during the initial (pre) entry into the class. Once the student has met the direct instructional hours (41/61), a post assessment will be given to determine if a gain has been met. The pre/post assessment scores will be entered into TEAMS within two weeks (biweekly) from the date of assessment submission. The assigned data TEAMS specialist will enter, track and monitor the student's achievements in TEAMS on a bi-weekly basis.*

b. Achievement on Pre/Post Tests {Type 1a}

*The achievement on pre/posttests {Type 1a} will be entered into TEAMS within two weeks (bi-weekly) from the date of submission. The assigned data TEAMS specialist will verify the data through post assessment data submission. The assigned data TEAMS specialist will enter, track and monitor the student's pre/post achievements into TEAMS on a bi-weekly basis.*

c. Enrollment in Post-Secondary Education in the program year {Type 1b}

*The enrollment in post-secondary education in the program year {Type 1b} will be tracked through attendance sign in sheets to include all other sources of documentation deemed appropriate by TWC' AEL staff (college class schedule or proof of college registration). The assigned data TEAMS specialist will verify, enter, track and monitor the student's enrollment in post-secondary education in TEAMS on a bi-weekly basis.*

d. Achievement of HSE {Type 2}

*The achievement of HSE {Type 2} certificate will be given to the instructor and submitted to the assigned data teams specialist to verify, enter, track and monitor in TEAMS.*

e. Post-Secondary Transcript {Type 3}

*The post-secondary transcript/credentials {Type 3} will be given to the instructor, verified with a copy of class schedule then entered in TEAMS by an assigned data TEAMS specialist to verified when tracking and monitoring TEAMS.*

f. Progress Toward Milestones {Type 4}

*Student will submit evidence from employer (certificate, promotion letter) to the instructor, who in turn will submit to TEAMS specialist to verify, enter and track in TEAMS.*

g. Skills Progression {Type 5}

*Skills progression results for students in an IET who have passed the required occupational exam results will be submitted to the instructor for submission to the assigned data TEAMS specialist who will enter, track and monitor the students' skills progression.*

5. Explain how you will provide a current site listing of classes to the Board AEL department and maintain the list bi-weekly including the position that is responsible for this task.

*The Professional Development Coordinator is responsible for disseminating "up-to-date" site listings of classes with the Board AEL and the FWISD AEL staff. This list will be kept current and submitted bi-weekly (Friday beginning the 2<sup>nd</sup> week in July). Thence forth, updates will continue to be submitted for the program year on a bi-weekly basis. This list will reflect all pertinent information including class type, instructional programs, time and days of instruction including projected opening, orientation and closing dates.*

6. Describe how you will collaborate with the Career Center Core contractor and other Partners to enhance integration of services.

*To enhance integration of services for our students, FWISD staff will attend monthly Career Center Monthly meetings initiating and continuing communication with community partners, visit their locations to learn more about their services, and collaboratively develop opportunities to partner where possible.*

7. How will the services your organization is proposing significantly increase the likelihood of student employability related to Integrated Education and Training or Post- Secondary enrollment?

*To ensure success and likelihood of student employment, FWISD classes utilize contextualized lessons to guide their instruction and integrate SMART goals into their instructional activities. The Career Navigator will provide ongoing career counseling and guide students through the Transitions, IET, or post-secondary enrollment process. Upon successful completion of IET courses, students are eligible to pursue licensure/certification by passing the corresponding state exam. These activities will be overseen by the Career Navigator.*

8. How does the services your organization is proposing support the mission and vision of Workforce Solutions of Tarrant County?

*To FWISD OAE strategically provides educational opportunities, career counseling and career training through a network of community partners to include entities of higher education and local businesses in high-demand industries throughout the Tarrant County Community. The OAE will systematically advertise, recruit and support program participants from intake to program completion to strengthen their economic, developmental and educational opportunities.*

#### B. Program Objectives

1. How do you plan to outreach for the services your organization is proposing to ensure year-round services are available with a non-break in service delivery?

*The OAE utilizes a comprehensive outreach approach to include: Workforce Board marketing and referrals, FWISD Parent Engagement Department, FWISD Communications Department, faith based institutions, presence at Tarrant County community activities and direct marketing through each site to reach students in the immediate community. These marketing efforts are led by the FWISD OAE administrative team with the intent to impact registration and attendance that support year round classes throughout the year.*

2. Clearly explain and define how proposed outcomes will meet the Board, program, and state contracted performance objectives.



*All staff will review, evaluate contracted performance objectives from the previous year at the initial PD training. The proposed 2019-2020 outcomes will be part of the PD plan which would include strategies and processes to ensure that all staff assist in meeting these targets. Each of the program offerings will meet the assessment requirements for adult education classes as outlined by the state assessment guide. All students will receive the required pre- and progress testing through approved instruments and the content shared will be within the allowable state guidelines. Students who successfully complete their program will move us closer to our overall county target.*

3. How will you ensure that there are bi-weekly scheduled registrations supporting an open enrollment model for continuous service?

*All sites will be required to host bi-weekly registration sessions until classes are filled. Once classes are filled, each TF will begin a waiting list and provide students with engaging activities of on line resources such as Texasrealitycheck.com, GED.com and USA Learns so that these students can continue their learning momentum while preparing for class space to open. Should space become available, the TF will call waitlisted students to schedule registration. If students are willing to attend classes at an alternate location, the TF will refer them to the nearest site with available seats. To ensure that all available sites are following the bi-weekly registrations model, the Mentoring Team and Teacher Facilities will oversee, and implement registration.*

#### C. Organization Capability/Demonstrated Effectiveness

1. How has your organization delivered comparable or related services in the prior three years? Include status of monitoring reports, corrective action plans, and current/past programmatic and fiscal performance.

*Our program was placed on a Technical Assistance Plan related to overall data entry issues during the 2015-2016 program year. With the start of the 2016-2017 program year, our consortium and the local programs were able to start with a clean slate and a one-year target that did not reflect the rollover students from 2014-2015. During this year our program and the consortium reached its performance targets for the first time in 3 years. This milestone is evidence that the changes and the collaboration efforts are working toward meeting the assigned state goals. To continue this level of performance, data is consistently entered, monitored and tracked according to state requirements with the implemented processes aligned with the AEL guide for entering data into TEAMS in a timely manner.*

#### 2018-2019

*This year our local program has expanded our work place literacy offerings, added IETS and Transition classes, revised our instructional delivery model, and improved teacher support. The office has built-in redundancies and back-ups in the TEAMS areas to limit the possibility of being blindsided by sudden staffing changes.*

*FWISD OAE continues to monitor student contact hours to ensure timely assessment is administered after 41/61 contact hours. To assure accuracy, site TF's review/record all pertinent updates on enrollment daily or as needed. We have made major gains and intend to continue our efforts as we identify gaps in our program.*

2. Describe the relevant experience and qualifications of your personnel as it pertains to the proposed service.

*Program Director: is an education professional with experience in program /systems management, knowledge of budget development and oversight, and supervisory experience. She has almost one year of experience in this position. She was a full-time adult education teacher that has 10 years of experience in ABE/ ASE and ESL classrooms. She holds a master's degree in Educational Leadership. She also has K-12 experience as a certified teacher in the state of Mississippi where she enjoyed success in the classroom. She is an exceptional communicator and serve as a liaison between FWISD and Texas Workforce Solutions.*

*Professional Development Coordinator and Mentors: Oversees the professional development providing equitable distribution of services to instructors and students. He/she will also be responsible for enter PD in TEAMS, while ensure staff meet their PD requirement each year. He/she will be responsible for updating the site schedule for the call center.*

*The Mentor Team includes successful, experienced educators with advance post-secondary degrees. This team is working to build and train teachers and site staff in techniques and methods that will improve instruction and student success.*

*Quality Assurance Lead and TEAMS staff: The Quality Assurance Lead has been with the local program for almost 3 years but has been with adult education for 11 years. He has worked in different capacity within Adult Education and has used his skills and experience to lead the TEAMS entry staff in developing and implementing revised models to ensure proper and timely data entry. His staff includes full time and part-time TEAMS clerks that took on the task of restoring the data integrity of the FWISD OAE. The Quality Assurance Lead and his team has done the work to build processes in house and relationships with staff and partners in a way that has allowed the office to increase its efficiency and accuracy dramatically.*

*General Teaching Staff: All OAE instructors are degreed professionals that have demonstrated success in the classroom. The greater majority are certified retired or current fulltime teachers. All new instructors are assigned a mentor and shadowing hours to support and improve their teaching proficiency.*

D. Financial Management/Cost Effectiveness

1. How do you monitor that costs are reasonable, necessary, and allowable?

*The district shall adhere to the Cost Principles for federal grants, GAAP and any additional grant-specific cost principles. All district costs with federal grant funds, whether direct or indirect, will meet the minimum requirements of allow ability as specified in the 2 CFR 200.403. In addition, the costs must meet the general provisions for selected items of cost (2 CFR 200.420). The general principles state that costs must:*

- *Be reasonable and necessary:*
  - *A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.*
  - *Necessary is defined as costs needed to carry out the grant activities and identified on the plan.*
- *Be allocable to the award. All services and goods acquired by the grant are aligned and used in the grant.*
- *Be authorized or not prohibited under State or local laws or regulations.*
- *Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.*
- *Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.*
- *Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.*
- *Are determined in accordance with generally accepted accounting principles (GAAP).*
- *Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.*
- *Be the net of all applicable credits.*
- *Be adequately documented.*

2. What methodology is in place for cost allocation, indirect/overhead costs, and in-kind funds?

*The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines. This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.*

*All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200-Subpart E), the grant application program assurances, the granting agency's policies, and the district policies and procedures. District costs generally fall under two major categories:*

- 1) compensation/benefits; and*
- 2) non-compensation (contracted services, supplies, services, travel or equipment).*

*The districts Indirect Cost Rate, or the maximum allowable rate, whichever is less will be used to post Indirect Costs for federal funds to the General Fund. The Accounting Department will prepare a general ledger entry for the indirect costs and will post the entry to the finance general ledger.*

*The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information. Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district's Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.*

*The Grant Manager over each federal grant award shall ensure that requirements for cost sharing and/or matching funds are approved through the grant approval process prior to the submission of the grant. At a minimum, the Superintendent and the Chief Financial Officer must approve the commitment of all cost sharing and matching grant funds. If cost sharing or matching funds are required as part of a federal grant award, the required direct or in-kind expenditures should be recorded and tracked on the general ledger. If matching grant funds are required in the General Fund (Fund 199), the district will use a sub-object to separately track the expenditures for reporting and compliance purposes.*

3. Clearly describe your fiscal organizational structures, cash management system, and knowledge in accordance with GAAP.

*The FWISD Business and Finance Division will perform multiple roles. However, adequate controls of separation of duties will be maintained always. The departments are:*

- Accounting Compliance*
- Accounts Payable*
- Budget and Finance*
- Compensation and Employee Records*
- Records Management*
- Grants Development, Management and Monitoring (G&D)*
- Fiscal Business Operations*
- Purchasing*
- Payroll, Benefits and Risks*

*All Business and Finance Division staff is expected to comply with the: Code of Ethics and*

*Standard Practices for Texas Educators [Board Policy DH (Exhibit), School Board Policy CAA Local regarding fraud, FWISD Code of Conduct (Employee Handbook), Confidentiality Agreement, and FWISD Acceptable Use Guidelines.*

**PART D**  
**CONTRACT ATTACHMENTS**

## CERTIFICATIONS

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### Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

### Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

#### **Prohibition Against Employment of Undocumented Workers**

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

#### **Drug-Free Workplace**

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,



- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

**Certification**

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed or Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TARRANT COUNTY HOSPITAL DISTRICT DBA JPS HEALTH NETWORK AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR PROVISIONS OF EDUCATIONAL SERVICES TO JUVENILE IN-PATIENTS**

**BACKGROUND:**

As required by federal and state law, the Fort Worth ISD provides educational instruction and related services to middle school and high school-aged patients in need of psychiatric services and admitted at the John Peter Smith (JPS) Hospital.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Interlocal Cooperation Agreement Between the Tarrant County Hospital District DBA JPS Health Network and Fort Worth Independent School District for Provisions of Educational Services to Juvenile In-Patients
2. Decline to Approve Interlocal Cooperation Agreement Between the Tarrant County Hospital District DBA JPS Health Network and Fort Worth Independent School District for Provisions of Educational Services to Juvenile In-Patients
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Cooperation Agreement Between the Tarrant County Hospital District DBA JPS Health Network and Fort Worth Independent School District for Provisions of Educational Services to Juvenile In-Patients

**FUNDING SOURCE**

***Additional Details***

No Cost

Not Applicable

**COST:**

\$0.00

**VENDOR:**

Tarrant County Hospital District DBA JPS Health Network

**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**

Fort Worth ISD middle and high schools

**RATIONALE:**

The Fort Worth ISD is required by federal and state law to provide educational services to school-age patients who are hospitalized.

**INFORMATION SOURCE:**

Jerry Moore

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

**INTERLOCAL COOPERATION AGREEMENT  
FOR PROVISION OF EDUCATIONAL SERVICES**

This Interlocal Cooperation Agreement for the Provision of Educational Services ("Agreement") is made effective the 1<sup>st</sup> day of July, 2019 ("Effective Date"), and entered into by and between the Tarrant County Hospital District, d/b/a JPS Health Network ("TCHD") and the Fort Worth Independent School District ("FWISD"), each a unit of local government, having been duly authorized by their respective governing bodies pursuant to and in compliance with the provisions of the Interlocal Cooperation Act, Government Code Section 791.000 et seq. to enter into this Agreement. TCHD and FWISD may be referred to individually as a "Party" to this Agreement and they may be referred to collectively as the "Parties" to this Agreement.

**RECITALS**

WHEREAS, TCHD, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, TCHD has developed and maintains the infrastructure, expertise and resources necessary to provide clinical and behavioral health care services to middle school and high school aged patients admitted to its Trinity Springs campus in Fort Worth, Tarrant County, Texas; and

WHEREAS, FWISD is a Texas public school district and wishes to provide educational instruction and related services to the middle school and high school aged patients admitted to TCHD's Trinity Springs Pavilion for Psychiatric Services in Fort Worth, Tarrant County, Texas ("Trinity Springs"); and

WHEREAS, it is the Parties' intention to mutually establish and maintain a quality educational instruction program to benefit the citizens of Tarrant County, Texas and the Eligible Children (as defined herein); and

WHEREAS, in accordance with Government Code Section 791.011, the Parties desire to set forth the purpose, terms, rights and duties of the Parties with respect to this Agreement and its purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, TCHD and FWISD do hereby agree as follows:

**1. DEFINITIONS.**

- a. **Agreement:** **Agreement** shall mean this Interlocal Cooperation Agreement between TCHD and FWISD for the Provision of Educational Services.

- b. **Commencement Date:** The **Commencement Date** of this Agreement shall be the July 1, 2019, or the first day of any Renewal Term hereof.
- c. **Educational Team:** The **Educational Team** shall mean the FWISD Teachers (defined herein) under the direction of the FWISD Homebound Principal (defined herein).
- d. **Eligible Child(ren):** **Eligible Child(ren)** shall mean an individual who is between the ages of 13 years old and 17 years old and who is admitted as a patient at Trinity Springs.
- e. **FERPA:** **FERPA** shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.
- f. **FWISD:** **FWISD** shall mean the Fort Worth Independent School District in Tarrant County, Texas.
- g. **FWISD Homebound Principal:** The **FWISD Homebound Principal** shall mean the FWISD administrator tasked with the responsibility for organizing the delivery of educational instruction to the Eligible Children.
- h. **FWISD Teachers:** **FWISD Teachers** shall mean persons duly certified by the State of Texas to deliver educational instruction in Texas, and who are employed by FWISD to deliver educational instruction to the Eligible Children.
- i. **Health Care Team:** **Health Care Team** shall mean the staff/personnel (as determined in TCHD's sole discretion) providing clinical and behavioral health care services to the Eligible Children at Trinity Springs. Decisions regarding the Trinity Springs clinical and behavioral health care services staffing levels and adjustments to Trinity Springs staffing configurations shall be determined at the sole discretion of TCHD.
- j. **HIPAA:** **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d)) and the regulations promulgated thereunder, as amended.
- k. **Joint Commission:** **Joint Commission** shall mean the independent, not-for-profit organization that accredits and certifies health care organizations and programs in the United States. Joint Commission standards are located at [www.jointcommission.org](http://www.jointcommission.org).
- l. **Protected Health Information or "PHI":** **Protected Health Information** or **PHI** shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house, (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, (iii) identifies the individual or can reasonably be used to identify the individual, and (iv) is transmitted or maintained in any form or medium.
- m. **Student Education Records:** **Student Education Records** shall mean the Clinic Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.

- n. **Term:** The **Term** of the Agreement shall be for a period of three years from the Commencement Date, subject to the provisions of Section 6 herein.
- o. **TCHD:** TCHD shall mean the Tarrant County Hospital District d/b/a JPS Health Network.

**2. EDUCATIONAL INSTRUCTION SERVICES/HEALTH CARE TEAM.** FWISD shall provide the Educational Team at Trinity Springs for the provision of educational instruction to the Eligible Children under the direction of FWISD's Homebound Principal, according to the educational curriculum devised by FWISD, in its sole discretion, to be appropriate to the grade level and cognition level of the Eligible Children. The clinical services shall be provided by the Health Care Team, at TCHD's sole discretion, and under the direction of a supervising physician (who, at TCHD's sole discretion, may or may not be onsite). The Health Care Team and the FWISD Teachers shall confer with each other regarding prescribed treatments and appropriate educational instruction provided to the Eligible Children.

**3. HOURS OF SERVICE.** The proposed hours of service for delivery of the educational instruction to the Eligible Children shall be determined by the parties in consultation each with the other.

**4. LOCATION.** The Educational Team will provide the educational instruction to the Eligible Children at Trinity Springs.

**5. FACILITIES/MAINTENANCE/INSTRUCTIONAL MATERIALS.**

a. Responsibilities of FWISD. FWISD shall be responsible for the provision of all curriculum related matters, including all instructional materials, visual aids, textbooks, electronic devices and other related items and services necessary for the delivery of the educational instruction to the Eligible Children.

b. Responsibilities of TCHD. TCHD shall provide suitable facilities at Trinity Springs ("Facilities") for the Educational Team to deliver the educational services to the Eligible Patients. TCHD shall maintain the Facilities and shall provide all janitorial services to the Facilities.

c. In the event of a dispute between the parties regarding the parties respective responsibilities, the parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to both parties.

**6. RENEWAL AND TERMINATION.** This Agreement shall terminate after the expiration of three years from the original Commencement Date hereof unless the extension of this Agreement is expressly consented to in written instrument signed by of all the Parties hereto. Notwithstanding the foregoing, however, this Agreement may be terminated after any Commencement Date by either Party hereto upon sixty (60) days written notice to the other Party in accordance with the "Notice" provision of Section 17 herein.

**7. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between TCHD and the FWISD relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties regarding the subject matter hereof.

**8. FISCAL FUNDING.** The Parties hereby acknowledge and agree that TCHD and FWISD are each governmental entities, subject to annual budgetary processes, and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures

**9. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

**10. DISPUTE RESOLUTION.** Each Party agrees to follow the rules and regulations of its own organization. In the event of a conflict between these rules and regulations, administrative representatives of both entities shall discuss the issue and seek a solution that is mutually beneficial, if determined feasible by the Parties.

**11. HIPAA COMPLIANCE.** To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD, its officers, employees and representatives pursuant to this Agreement regarding Clinic Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of Information regarding Clinic Patients. Without limiting the obligations of FWISD otherwise set forth in this Agreement or imposed by applicable law, FWISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity FWISD performs in connection with this Agreement, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Health Insurance Reform: Security Standards (the "Security Standard") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, FWISD shall:

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- (b) implement administrative, physical and technical safeguards that reasonably and

appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the TCHD and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;

- (c) report to TCHD any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which FWISD becomes aware;
- (d) make PHI available to TCHD in accordance with applicable law;
- (e) permit TCHD to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (f) make available to TCHD the information in its possession required to provide an accounting of FWISD's disclosures of PHI as required by applicable law;
- (g) make FWISD's internal practices, books, and records relating to the use and disclosure of PHI received from TCHD available to the Secretary of the United States Health & Human Services for purposes of determining TCHD's compliance with applicable law; and
- (h) upon expiration or termination of this Agreement, return to TCHD or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD agrees to extend all protections contained in this Agreement to FWISD's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

FWISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

**12. FERPA COMPLIANCE.** The Parties acknowledge that certain information about the Clinic Patients is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) ("FERPA") and related FWISD Board of Trustees Policy ("FWISD Board Policy") and shall not be disclosed to any unauthorized person unless valid consent is obtained from the Clinic Patients or their legal guardians. Both parties agree to protect these records in accordance with FERPA and FWISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD's receipt of a request from TCHD related to a particular Clinic Patient, FWISD shall advise TCHD whether that Clinic Patient or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or FWISD Board Policy. Additionally, TCHD agrees that it may from time to time create, receive from or on behalf of FWISD, or have access to such FERPA Records. TCHD represents, warrants, and agrees that, to the extent TCHD receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by FWISD, and/or the Clinic Patients or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical



and technical standards that are no less rigorous than the standards by which TCHD protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD TCHD agrees to provide FWISD with a written summary of the procedures TCHD uses to safeguard the FERPA Records.

**13. BINDING AGREEMENT.** The parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the parties hereto.

**14. FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, or any similar cause beyond the reasonable control of the parties.

**15. TEXAS OPEN RECORDS ACT.** The parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each party hereby agrees to notify the other Party of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.

**16. NOTICES.** All notices given by a party under this Agreement shall be delivered in writing either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a Party when received by such Party's designated representative. The designated representative for each Party is as follows:

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

Robert Earley  
President and CEO  
Tarrant County Hospital District  
1500 S. Main Street  
Fort Worth, Texas 76104

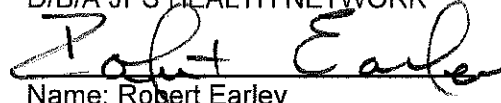
**17. MODIFICATION.** The terms of this Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of TCHD and the FWISD.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

TARRANT COUNTY HOSPITAL DISTRICT  
D/B/A JPS HEALTH NETWORK

\_\_\_\_\_  
Name: Jacinto 'Cinto' Ramos, Jr.  
Title: President, Board of Education

  
Name: Robert Earley  
Title: President and CEO

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

Date: July 31, 2019

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**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND THE MARRIOTT FOUNDATION FOR PEOPLE WITH DISABILITIES AND BRIDGES FROM SCHOOL TO WORK**

**BACKGROUND:**

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with disabilities. BRIDGES is a School-to-Work transition program that assists students with disabilities to successfully transition from school to work by developing and supporting competitive employment opportunities. The period of performance for RFP 17-095 is through June 30, 2019, with the option to extend for four (4) years in one-year increments. This agreement will expire June 30, 2023, if all options to extend are exercised.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding Between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work
2. Decline to Approve the Memorandum of Understanding Between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding Between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work

**FUNDING SOURCE**

*Additional Details*

Special Revenue

224-11-6299-001-035-23-513-000000-20F13

**COST:**

\$40,000.00

**VENDOR:**

The Marriott Foundation for People with Disabilities (BRIDGES from School to Work)

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 17-095

Number of Bid/Proposals received: 1

HUB Firms: 0 Compliant Bids: 1

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD High Schools

**RATIONALE:**

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with disabilities. BRIDGES is a school-to-work transition program that facilitates competitive employment for students with disabilities enrolled in grade 12.

**INFORMATION SOURCE:**

Jerry Moore

## **Executive Summary**

From its flagship office in Dallas, the Bridges from School to Work (Bridges) program of the Marriott Foundation for People with Disabilities proposes to collaborate with the Fort Worth Independent School District (FWISD) to provide comprehensive services aimed at achieving competitive, integrated employment for students with IEPs. Bridges proposes to begin providing services in the first semester of the 2019-2020 academic year, continuing through June 30, 2020, with annual renewals contingent upon performance and available funding. Each year, Bridges will enroll at least 40 high school students. Of the 40 enrolled, Bridges will place at least 32 in competitive, integrated employment. Of those 32, 24 will remain employed at least 90 days. After students achieve at least 90 days of employment, Bridges will follow, monitor, and report their retention benchmarks at 180 days, 270 days, and 365 days, where applicable. Bridges will provide services to FWISD for an annual cost of \$40,000.

Bridges will employ two direct service staff members, known as employer representatives, who will each enroll at least 20 students annually (for a total of 40) in this highly individualized work-based learning program. Bridges employer representatives match students with competitive, integrated employment that aligns with their interests, aptitudes, and abilities. Employer representatives provide recruitment, intake, enrollment, assessment, job readiness, job search, job placement, job retention, and long-term follow-up.

By design, Bridges is employer driven. Bridges seeks to fill the job vacancies of employers and to satisfy the employment aspirations of young adults. The Bridges approach succeeds because it meets employers' needs for skilled and reliable workers: Bridges employer representatives work individually with students to prepare them to be assets to local businesses.

The Marriott Foundation for People with Disabilities, a public charity 501(c)(3), was established in 1989 by the family of J. Willard Marriott, founder of Marriott International. The Foundation developed and operates its nationally recognized Bridges From School to Work program in nine cities across the U.S., transforming lives through the power of a job.

In its 26-year history, Bridges has served more than 21,000 youth, helping place more than 16,400 (77.5%) of them into competitive, integrated jobs with more than 4,200 employers across a wide range of industries. From 2012-2016, of the 3,000 youth served who stayed on the job for 90 days, 80% remained employed at least 180 days, many much longer. In Dallas specifically, more than 650 youth have been placed into competitive employment with more than 225 local employers.

## **Appendix: Memorandum of Understanding**

**Fort Worth Independent School District  
and  
Marriott Foundation for People with Disabilities and  
BRIDGES FROM SCHOOL TO WORK  
-- DFW OFFICE --**

This Memorandum of Understanding outlines collaboration between the Fort Worth Independent School District (FWISD) and the Marriott Foundation for People with Disabilities (MFPD). Designed as a Pilot Project, its purpose is to establish and maintain a successful Bridges from school to work program in the FWISD. Bridges is a school-to-work transition program that provides recruitment, intake, assessment, enrollment, job readiness and employability skills instruction, job search, job development, job placement, and job retention services to young adults who receive special education services.

The Bridges pilot project will be administered jointly by the FWISD and the MFPD in coordination with the FWISD's school-to-work transition efforts. This memorandum shall be effective September 1, 2019, and shall continue in effect until June 30, 2020 unless canceled by either party as outlined in Section VI.

### **I. Background and Need for Cooperation**

The MFPD was established in 1989 to enhance employment opportunities for youth with disabilities through its transition programs Bridges FROM SCHOOL TO WORK and Bridges. Bridges assists students with disabilities as they successfully transition from school to work by developing and supporting competitively paid employment with local businesses during their last year in high school. Using a comprehensive package of outreach, education, job matching, and appropriate supports, the program works toward ensuring a successful employer/employee relationship for all involved. The mission of the program is to transform the lives of young adults with disabilities through the power of a job.

Bridges distinguishes itself from other transition programs in that it provides an additional focus on opportunities for employment growth and advancement beyond the initial placement in an entry-level job. Over the course of a 12-18 month period, its mission is to launch young people with disabilities on a path that includes ongoing vocational development leading to increases in wages, hours worked and job responsibilities.

Piloted in Montgomery County, MD in the fall of 1989, Bridges has since

### **III. Funding**

The Fort Worth Independent School District will contribute \$40,000 toward this project, in accordance with the following payment schedule:

- Four quarterly payments of \$10,000, to be billed by mid-month in September of 2019, December of 2019, February of 2020, and May of 2020 for a total of \$40,000.
- To ensure an adequate pool of referrals, and to increase the likelihood of success, FWISD faculty and staff will identify and refer at least 40 qualified students who meet the criteria listed in this document. Thirty referrals should occur by September 15<sup>th</sup> and 30 more by December 15<sup>th</sup>.

Actual cost to operate Bridges in pilot project is estimated at \$200,000. MFPD, in collaboration with FWISD will seek to secure funds from other public and or private sources to meet actual cost.

**Funding Out Clause:** If the Fort Worth Independent School District is unable to provide funding in any given year, the District may exercise its option to cancel the contract as outlined in section VI.

### **IV. Record Keeping**

All parties to this memorandum will develop a mutual understanding of the records to be maintained by each party. Each party will perform its record keeping and distribution function in a timely and accurate manner.

The MFPD maintains a comprehensive Web-based case management system that retains information associated with each student, including assessment, enrollment, placement, and intervention. This case management system is capable of generating reports that can assist with data collection and analysis that help track and measure programmatic outcomes.

### **V. Confidentiality**

All parties in accordance with applicable laws and regulations will maintain confidentiality of all student information. All required releases will be signed at the time of referral to the program, and prior to implementation of any services.

### **VI. Modification and Cancellation**

This Memorandum of Understanding may be modified, canceled and/or renewed at any time by mutual agreement of all parties. Modifications or renewals must be distributed to all parties and attached to this original



memorandum. Cancellation of this MOU will occur 30 days after written notice from any party to this memorandum, to all other parties, expressing intent to cancel. Payment will be made for all outcome benchmarks reached on the date the cancellation takes effect.

## VII. Signatures

### Marriott Foundation for People With Disabilities

By:  Title: Executive Director Date: 6/14/19

### Fort Worth Independent School District

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Moore  
Interim Chief Academic Officer

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE FIRST 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 First Reading-Revisions to Board Policies DCD(LOCAL) and DEC(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies DCD(LOCAL) and DEC(LOCAL)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First 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.

Annotations are shown as follows.

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

EMPLOYMENT 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 <del>pay grade 14</del> 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 <del>the assistant superintendent</del> chief of human capital management or <del>the chief of staff designee</del> , 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.

EMPLOYMENT PRACTICES  
AT-WILL EMPLOYMENT

DCD  
(LOCAL)

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

Annotations are shown as follows.

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

**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  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**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 <sup>st</sup> Used Balance	2 <sup>nd</sup> Used Balance	3 <sup>rd</sup> Used Balance	4 <sup>th</sup> Used Balance	5 <sup>th</sup> 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;

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(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;

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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.



COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
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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]
<b>Local Pregnancy / Parenting / Adoption Leave</b>	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**

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**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.]

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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

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

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.

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH TEXAS METAL COMPANY, LTD. FOR BID PACKAGE KP 003 (RFCSP #16-041) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On January 12, 2016, and January 23, 2018, the Board of Education authorized CIP staff to negotiate and enter into contract with a Kitchen Contractor for the 2013 Capital Improvement Program Bid Package KP 003 (RFCSP 16-041). This Kitchen Bid Package included TEA 043-Wedgwood 6<sup>th</sup> Grade, TEA 063-Como Montessori, 064-Glencrest 6<sup>th</sup> Grade, 119-Daggett ES, 120-Rufino Mendoza ES, TEA 121-DeZavala ES, TEA 126-East Handley ES, TEA 144-Mitchell Boulevard ES, TEA 148-Charles Nash ES, 159-Versia Williams ES and TEA 171-Tanglewood ES. The work commenced on July 21, 2016, and substantially completed on June 20, 2019. Texas Metal Company, LTD. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

<b>Original Contract Amount:</b>	\$5,043,870.00	<b>Original Contract Time:</b>	1064 Days
<b>Previous Change Orders:</b>	\$44,009.00	<b>Days Added in Previous CO:</b>	0 Days
<b>Final Change Order:</b>	(\$109,565.00)	<b>Final Change Order Time:</b>	0 Days
<b>Final Contract Amount:</b>	\$4,978,314.00	<b>Final Contract Time:</b>	1064 Days
<b>Previously Paid:</b>	(\$4,822,177.70)		
<b>Reduction to Retainage</b>	(\$0)		
<b>Final Payment Due:</b>	\$156,136.30		

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of the Contract with Texas Metal Company, LTD. for Kitchen Bid Package KP 003 (RFCSP #16-041) and Authorization of Final Payment in the 2013 Capital Improvement Program
2. Decline to Approve Closeout of the Contract with Texas Metal Company, LTD. for Kitchen Bid Package KP 003 (RFCSP #16-041) 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 Texas Metal Company, LTD. for Kitchen Bid Package KP 003 (RFCSP #16-041) 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:**

\$156,130.30

**VENDOR:**

Texas Metal Company, LTD.

**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 043 Wedgwood 6th Grade  
TEA 063 Como Montessori  
TEA 064 Glencrest 6th Grade  
TEA 119 Daggett ES  
TEA 120 Rufino Mendoza ES  
TEA 121 DeZavala ES  
TEA 126 East Handley ES  
TEA 144 Mitchell Boulevard ES  
TEA 148 Charles Nash ES  
TEA 159 Versia Williams ES  
TEA 171 Tanglewood ES

**RATIONALE:**

Texas Metal Company, LTD. has completed all work as required per the terms of their kitchen equipment contract, and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date and amount currently owed to vendor has been performed by the CIP Controls Manager.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE BUDGET AMENDMENT AND AUTHORIZATION TO PROCEED WITH THE ANNUAL RENEWAL OF THE MANAGEMENT SOFTWARE SYSTEM FOR USE IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

In January of 2014, the Fort Worth Independent School District entered into a contract for program management services for the 2013 Capital Improvement Program (CIP). Per section 1.2.4. of the contract, the program manager would recommend, tailor and implement a computerized project information and management system for use by all parties involved in the 2013 CIP. The District would be responsible for all costs associated with the software implementation and user licenses. The software management system would integrate the program scope, budget tracking, project schedules and cost controls, as well as other critical information necessary to provide required documentation and archive materials.

At the conclusion of the selection process, e-Builder, Inc. (*Bid #16-030-F*) was the recommended software management system for the 2013 program. The initial agreement was approved by the Board of Education on March 22, 2016, for a two-year period ending on March 31, 2018. Conditions of the original agreement included optional renewal periods for not less than one year. The Board approved a one-year renewal in 2018.

Fort Worth ISD CIP staff is in the final phase of closing out the 2013 program and is requesting approval from the Board for a final one-year renewal. The renewal will allow staff to continue transferring information currently hosted on the management system platform to the District's internal drive.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Authorization to Proceed with the Annual Renewal of the Management Software System for Use in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Authorization to Proceed with the Annual Renewal of the Management Software System for Use in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment and Authorization to Proceed with the Annual Renewal of the Management Software System for Use in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2013	681-81-6629-B47-999-99-000-000000	\$86,100.00
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**COST:**

\$86,100.00 - Not to Exceed

**VENDOR:**

eBuilder, 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**

Capital Improvement Program

**RATIONALE:**

Fort Worth ISD CIP staff is in the final phase of closing out the 2013 program and is requesting approval from the Board for a final one-year renewal. The renewal will allow staff to continue transferring information currently hosted on the management system platform to the District's internal drive.

**INFORMATION SOURCE:**

Vicki Burris

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/26/19	Management Software (Admin-B44)	Revised 8/13/19
001	Amon Carter - Riverside High School	\$ 11,381,062		\$ 11,381,062
002	Arlington Heights High School	\$ 9,287,306		\$ 9,287,306
003	South Hills High School	\$ 7,942,718		\$ 7,942,718
004	Diamond Hill-Jarvis High School	\$ 6,784,516		\$ 6,784,516
005	Dunbar High School	\$ 3,918,803		\$ 3,918,803
006	Eastern Hills High School	\$ 1,562,877		\$ 1,562,877
008	North Side High School	\$ 1,467,247		\$ 1,467,247
009	Polytechnic High School	\$ 6,276,520		\$ 6,276,520
010	Paschal High School	\$ 12,352,062		\$ 12,352,062
011	Trimble Technical High School	\$ 2,503,111		\$ 2,503,111
014	Southwest High School	\$ 2,082,991		\$ 2,082,991
015	Western Hills High School	\$ 6,021,727		\$ 6,021,727
016	O.D. Wyatt High School	\$ 2,542,657		\$ 2,542,657
018	Middle Level Learning Center	\$ 75,751		\$ 75,751
019	Metro Opportunity High School	\$ 101,948		\$ 101,948
026	Jo Kelly School	\$ 95,946		\$ 95,946
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 3,151,821		\$ 3,151,821
044	Elder Middle School	\$ 3,627,716		\$ 3,627,716
045	Forest Oak Middle School	\$ 539,088		\$ 539,088
047	Handley Middle School	\$ 167,409		\$ 167,409
048	William James Middle School	\$ 359,928		\$ 359,928
049	Kirkpatrick Middle School	\$ 2,751,266		\$ 2,751,266
050	McLean Middle School	\$ 4,935,663		\$ 4,935,663
051	Meacham Middle School	\$ 264,823		\$ 264,823
052	Meadowbrook Middle School	\$ 697,541		\$ 697,541
053	Monnig Middle School	\$ 223,334		\$ 223,334
054	Morningside Middle School	\$ 2,006,819		\$ 2,006,819
056	Riverside Middle School	\$ 193,511		\$ 193,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 360,880		\$ 360,880
059	J. Martin Jacquet MS	\$ 391,817		\$ 391,817
060	Wedgwood Middle School	\$ 239,878		\$ 239,878
061	Leonard Middle School	\$ 324,701		\$ 324,701
062	International Newcomer Acad / Applied Learning Academy	\$ 303,092		\$ 303,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,641,678		\$ 2,641,678
067	Rosemont 6th Grade	\$ 2,195,607		\$ 2,195,607
069	McLean 6th Grade	\$ 4,538,146		\$ 4,538,146
070	Jean McClung Middle School	\$ 125,849		\$ 125,849
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 8,804,009		\$ 8,804,009
081	Young Women's Leadership Academy	\$ 3,282,820		\$ 3,282,820
082	Texas Academy of Biomedical Sciences	\$ 194,101		\$ 194,101
083	Young Men's Leadership Academy	\$ 5,557,787		\$ 5,557,787
084	World Language Academy	\$ 3,895		\$ 3,895
087	VPA/STEM	\$ 54,193,571		\$ 54,193,571
101	Alice Carlson Applied Learning Center	\$ 122,520		\$ 122,520
103	Benbrook Elementary School	\$ 2,628,356		\$ 2,628,356
104	Boulevard Heights Elementary School	\$ 462,671		\$ 462,671
105	West Handley Elementary School	\$ 6,181,746		\$ 6,181,746
107	Burton Hill Elementary School	\$ 120,755		\$ 120,755

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/26/19	Management Software (Admin-B44)	Revised 8/13/19
110	Carroll Peak Elementary School	\$ 71,310		\$ 71,310
111	Carter Park Elementary School	\$ 2,197,638		\$ 2,197,638
114	Manuel Jara Elementary School	\$ 111,064		\$ 111,064
115	George C. Clarke Elementary School	\$ 1,714,841		\$ 1,714,841
116	Lily B. Clayton Elementary School	\$ 152,911		\$ 152,911
117	Como Elementary School	\$ 178,666		\$ 178,666
118	Hazel Harvey Peace Elementary School	\$ 80,060		\$ 80,060
119	E.M. Daggett Elementary School	\$ 3,070,209		\$ 3,070,209
120	Rufino Mendoza Elementary School	\$ 2,382,193		\$ 2,382,193
121	DeZavala Elementary School	\$ 3,833,265		\$ 3,833,265
122	Diamond Hill Elementary School	\$ 1,753,779		\$ 1,753,779
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 256,898		\$ 256,898
125	Eastern Hills Elementary School	\$ 182,584		\$ 182,584
126	East Handley Elementary School	\$ 2,375,315		\$ 2,375,315
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 199,643		\$ 199,643
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,627,797		\$ 1,627,797
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 123,636		\$ 123,636
138	H.V. Helbing Elementary	\$ 293,083		\$ 293,083
139	Milton L. Kirkpatrick Elementary School	\$ 1,911,589		\$ 1,911,589
141	Meadowbrook Elementary	\$ 109,351		\$ 109,351
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,573,360		\$ 2,573,360
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,399,982		\$ 2,399,982
149	North Hi Mount Elementary School	\$ 113,634		\$ 113,634
150	Oakhurst Elementary School	\$ 167,118		\$ 167,118
151	Natha Howell Elementary School	\$ 133,801		\$ 133,801
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 151,508		\$ 151,508
154	M.L. Phillips Elementary School	\$ 159,223		\$ 159,223
156	Ridglea Hills Elementary School	\$ 2,233,018		\$ 2,233,018
157	Luella Merrett Elementary School	\$ 3,140,550		\$ 3,140,550
159	Versia L. Williams Elementary School	\$ 2,846,931		\$ 2,846,931
160	Maudrie M. Walton Elementary School	\$ 140,621		\$ 140,621
161	Sam Rosen Elementary School	\$ 1,896,096		\$ 1,896,096
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,405,234		\$ 1,405,234
166	South Hi Mount Elementary School	\$ 217,889		\$ 217,889
167	South Hills Elementary School	\$ 133,323		\$ 133,323
168	Springdale Elementary School	\$ 3,419,473		\$ 3,419,473
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 7,253,771		\$ 7,253,771
172	W.J. Turner Elementary School	\$ 206,046		\$ 206,046
175	Washington Heights Elementary School (New)	\$ 13,608,364		\$ 13,608,364

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 2/26/19	Management Software (Admin-B44)	Revised 8/13/19
176	Waverly Park Elementary School	\$ 296,679		\$ 296,679
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,579,743		\$ 4,579,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,487,640		\$ 4,487,640
187	J.T. Stevens Elementary School	\$ 181,599		\$ 181,599
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 112,414		\$ 112,414
208	T.A. Sims Elementary School	\$ 1,543,184		\$ 1,543,184
209	Edward J. Briscoe Elementary	\$ 137,810		\$ 137,810
216	Woodway Elementary School	\$ 6,001,478		\$ 6,001,478
217	I.M. Terrell Elementary School	\$ 1,555,892		\$ 1,555,892
219	Lowery Road Elementary School	\$ 376,435		\$ 376,435
220	Alice Contreras Elementary School	\$ 306,592		\$ 306,592
221	Western Hills Primary	\$ 131,996		\$ 131,996
222	L. Clifford Davis Elementary School	\$ 267,096		\$ 267,096
223	Cesar Chavez Primary	\$ 124,486		\$ 124,486
224	M. G. Ellis Primary	\$ 181,382		\$ 181,382
225	Bonnie Brae Elementary School	\$ 176,145		\$ 176,145
226	Seminary Hills Park Elementary School	\$ 18,991,232		\$ 18,991,232
227	Dolores Huerta Elementary School	\$ 12,277,573		\$ 12,277,573
241	Westpark Elementary School (New)	\$ 16,043		\$ 16,043
259	Van Zandt-Guinn Elementary School	\$ 164,282		\$ 164,282
350	Adult Education Center	\$ 150,167		\$ 150,167
834	Wilkerson-Greines Athletic Fields	\$ 1,574,485		\$ 1,574,485
835	Farrington Athletic Field	\$ 2,180,560		\$ 2,180,560
836	Scarborough-Handley Athletic Field	\$ 362,217,788		\$ 362,217,788
BP 028	Final amounts per school to be finalized upon contract execution	\$ 362,217,788		\$ 362,217,788
000	Reimbursement to General Fund for Purchase of YWLA	\$ 30,000,000		\$ 30,000,000
	Other Program Costs			\$ 492,208,623
	Management Software		\$ 86,100.00	\$ 86,100
999	Indirect Cost Redistribution - Prop 1	\$ 21,708,509		\$ 21,708,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 102,992		\$ 102,992
B47	Owner's Program Contingency - Prop 1	\$ 3,250,607	\$ (86,100.00)	\$ 3,164,507
B47	Owner's Program Contingency - Prop 2	\$ -		\$ -
0CP	Contingency from Scope Adjustments	\$ -		\$ -
0FC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 136,724		\$ 136,724
TEC	Contingency Transfer from Technology	\$ 397,292		\$ 397,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 362,217,788		\$ 362,217,788
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>			<b>\$ 492,208,623</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH SFP<sup>2</sup> JV, LLC FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 002-102 (CMAR RFQ #19-101) ARLINGTON HEIGHTS HIGH SCHOOL ADDITION/RENOVATION**

**BACKGROUND:**

On June 11, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, SFP<sup>2</sup> JV, LLC, for pre-construction services for Job No. 002-102 (CMAR RFQ #19-101), Arlington Heights High School addition/renovation.

The GMP will provide for a 3-story, 45,000 SF science addition and a 4,800 SF Ag facility. As well as numerous renovations for CTE, JROTC, Media Center, Art, Choir, Band, and Dance. In addition, common spaces will be renovated to create collaboration spaces for learning and student interaction.

This will be a multi-phase project, and new construction will occur first. This will be followed by multiple phases of renovation.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$38,956,878.00	\$38,956,878.00
April 9, 2019	Escalation	\$2,625,000.00	\$41,581,878.00
June 11, 2019	Pre-Construction	(\$30,000.00)	\$41,551,878.00
August 13, 2019	GMP	(\$41,551,878.00)	\$0.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization to Negotiate and Enter Into a Contract with SFP<sup>2</sup> JV, LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 002-102 (RFQ #19-101) Arlington Heights High School Addition/Renovation
2. Decline to Approve Authorization to Negotiate and Enter Into a Contract with SFP<sup>2</sup> JV, LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 002-102 (RFQ #19-101) Arlington Heights High School Addition/Renovation
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter Into a Contract with SFP<sup>2</sup> JV, LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 002-102 (RFQ #19-101) Arlington Heights High School Addition/Renovation

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-002-99-000-002102 - \$39,571,788.00

671-81-6629-B40-002-99-000-002102 - \$1,980,090.00

**COST:**

\$41,551,878.00

**VENDOR:**

SFP<sup>2</sup> JV, LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #002 Arlington Heights High School

**RATIONALE:**

Construction needs to begin in order for all phases of the project to be completed by the Fall of 2022.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH STEELE & FREEMAN/POST L JV FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 003-102 (CMAR RFQ #19-104) SOUTH HILLS HIGH SCHOOL ADDITION/RENOVATION**

**BACKGROUND:**

On July 16, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Steele & Freeman/Post L JV, for pre-construction services for Job No. 003-102 (CMAR RFQ #19-104), South Hills High School addition/renovation.

The GMP will provide for new Science Classrooms and labs along with other instructional spaces. Common spaces will be renovated to create collaboration spaces for learning and student interaction. Moderate renovations will be applied to various locations within the school to meet the 21<sup>st</sup> century learning model. Renovations will include reclaiming or repurposing space to support Career and Technical Education and JROTC.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$39,900,000.00	\$39,900,000.00
April 9, 2019	Escalation	\$2,730,000.00	\$42,630,000.00
July 16, 2019	Pre-Construction	(\$20,958.00)	\$42,609,042.00
August 13, 2019	GMP	(\$42,609,042.00)	\$0.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**



**ALTERNATIVES:**

1. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman/Post L JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-102 (RFQ #19-104) South Hills High School Addition/Renovation
2. Decline to Approve Authorization to Negotiate and Enter Into a Contract with Steele & Freeman /Post L JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-102 (RFQ #19-104) South Hills High School Addition/Renovation
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter Into a Contract with Steele & Freeman/Post L JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-102 (RFQ #19-104) South Hills High School Addition/Renovation

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-003-99-000-003102 - \$40,579,042.00

671-81-6629-B40-003-99-000-003102 - \$2,030,000.00

**COST:**

\$42,609,042.00

**VENDOR:**

Steele & Freeman / Post L JV

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #003 South Hills High School

**RATIONALE:**

Construction needs to begin in order for all phases of the project to be completed by the Summer of 2022.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: 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. 009-202 (CMAR RFQ #19-092) POLYTECHNIC HIGH SCHOOL ADDITION/RENOVATION**

**BACKGROUND:**

On July 16, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, JE Dunn – Phillips/May JV, for pre-construction services for Job No. 009-202 (CMAR RFQ #19-092), Polytechnic High School addition/renovation.

The GMP will provide for New Science Classrooms and labs and a new Fine Arts addition. Common spaces will be renovated to create collaboration spaces for learning and student interaction. Moderate renovations will be applied to various locations within the school to meet the 21<sup>st</sup>-century learning model. Renovations will include reclaiming or repurposing space to support Career and Technical Education.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$39,322,500.00	\$39,322,500.00
April 9, 2019	Escalation	\$2,677,500.00	\$42,000,000.00
July 16, 2019	Pre-Construction	(\$45,000.00)	\$41,955,000.00
August 13, 2019	GMP	(\$41,955,000.00)	\$0.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. 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. 009-202 (RFQ #19-092) Polytechnic High School Addition/Renovation
2. Decline to 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. 009-202 (RFQ #19-092) Polytechnic High School Addition/Renovation
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

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. 009-202 (RFQ #19-092) Polytechnic High School Addition/Renovation

**FUNDING SOURCE**

*Additional Details*

CIP 2017	671-81-6629-B39-009-99-000-009202 - \$39,955,000.00
	671-81-6629-B40-009-99-000-009202 - \$2,000,000.00

**COST:**

\$41,955,000.00

**VENDOR:**

JE Dunn - Phillips/May JV

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #009 Polytechnic High School

**RATIONALE:**

Construction needs to begin in order for all phases of the project to be completed by the Fall of 2022.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE PURCHASE AND INSTALLATION OF NEW REPLACEMENT HVAC CHILLER FOR PASCHAL HIGH SCHOOL (JOB #010-212) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

A new replacement HVAC Chiller was intended for the Paschal High School building renovation project (Job #010-212) in conjunction with the 2017 Capital Improvement Program. This project is still in the design phase and has not been advertised for bid. However, the current chiller is not functioning properly and needs to be replaced as soon as possible.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Purchase and Installation of New Replacement Chiller for Paschal High School (Job #010-212) in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase and Installation of New Replacement Chiller for Paschal High School (Job #010-212) in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase and Installation of New Replacement Chiller for Paschal High School (Job #010-212) in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-010-99-000-010212 - \$261,892.00  
671-81-6629-B40-010-99-000-010212 - \$5,000.00

**COST:**

\$266,892.00

**VENDOR:**

Trane

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with Texas Education Code §44.031(a)(4) regarding school district purchases made through an Interlocal Contract. Pricing obtained through the BuyBoard, Contract #552-17.

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #010 Paschal High School

**RATIONALE:**

An operational chiller is critical to ensure a comfortable teaching and learning environment for the campus.

**INFORMATION SOURCE:**

Vicki Burris



# Trane Turnkey Proposal



## Turnkey Proposal For:

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

### Local Trane Office:

Trane U.S. Inc. dba Trane  
4200 N. Sylvania Avenue  
Fort Worth, TX 76137-6603

### Local Trane Representative:

David Garcia  
Account Manager  
Cell: (817) 614-1791  
Office: (817) 838-1300

**Proposal ID: 2690371**

**BuyBoard Contract #: 552-17**

**BuyBoard Quote #: 11-2690371**

**Date: July 16, 2019**







**Prepared For: Steve McPherson**

**Date:**  
July 16, 2019

**Job Name:**  
FWISD Paschal HS Chiller Replacement

**Proposal Number: 2690371**

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**Proposal Expiration Date:**  
60 Days

## Scope of Work

### Equipment List

Product Data- HDWA Agility Chiller

- 460 volt 3 phase
- 300 nominal tons
- R134A Refrigerant
- 5 year labor warranty
- 5 year parts warranty
- Please see submittal for all chiller information

### Mechanical Installation

- Removal of one existing chiller and replace with Trane Model HDWA water-cooled chiller.
- Evacuate and remove refrigerant from one existing chiller per EPA guidelines.
- Dispose of possibly contaminated refrigerant if needed
- Disconnect electrical from chiller.
- Demo and remove old chiller from site
- Receive new chiller at crane yard and store until crane lift
- Rig new chiller into place of old chiller
- Install one new 300-ton Trane Model HDWA water-cooled chiller under manufacturer requirements
- Installation of the manufacturer approved vibration isolators.
- Connect existing chilled and condenser water piping to new chiller.
- Replace any defective piping
- Furnish and install thermometers, Pressure gauges and Pete plugs at the chilled water and condenser water inlets and outlets.
- Install new ASHRAE 15 refrigerant evacuation system monitor as required by local mechanical code as well as required by OSHA for central plant.
- Provide and install new refrigerant exhaust fan and duct outside to meet code.
- Connect rupture piping back to existing
- Reconnect electrical to new chillers
- Insulate new piping and repair existing with 1 ½" ASJ fiberglass, match existing means and methods.
- Test and balance new equipment to verify that it is operating to design and manufacture specification



### Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays) unless otherwise stated. Overtime is included to do rigging and startup as needed
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Permits are included
- Any control work is excluded
- There is a **10 WEEK BUILD TIME FOR THIS CHILLER + Ship time**
- **Existing chiller to remain property of Trane.**
- **Contingency monies will be used for any unforeseen circumstances. Owner will be made aware of items/services provided with contingency. Any unused contingency will be deducted from final billing or credited back. If an issue is found that requires more than the contingency allows Owner will be notified.**



# Pricing and Acceptance

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

Site Address:  
 FWISD Paschal High School  
 3001 Forest Park Blvd.  
 Fort Worth, TX 76110

## Price

Total Net Price for Chiller Replacement (Excluding Tax).....	\$223,800.00
Total Net Price for Refrigerant Monitor Installation (Excluding Tax).....	\$38,092.00
Total Net Price for Contingency (Excluding Tax).....	\$5,000.00

**TOTAL NET PRICE FOR ALL WORK INCLUDED IN THIS PROPOSAL (Excluding Tax).....\$266,892.00**

**\*\*PAYMENT AND PERFORMANCE BOND IS INCLUDED**

Respectfully submitted,

David Garcia  
 Account Manager  
 Trane U.S. Inc. dba Trane  
 (817) 838-1300

## ACCEPTANCE

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

Submitted By: David Garcia	Cell: (817) 614-1791 Office: (817) 838-1300 Proposal Date: July 16, 2019
<b>CUSTOMER ACCEPTANCE</b> Fort Worth Independent School District	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



#### TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)  
Supersedes 1-26.251-10(0614)



Phone: 800.695.2919  
Email: info@buyboard.com

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#### Refine Your Search:

##### Vendors

Trane[X]

##### Price Range

Show all prices

##### Category

None Selected

##### Contract

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

**Vendor Name:** Trane  
**Address:** 4200 N. Sylvania Ave.  
 Fort Worth, TX 76137  
**Phone Number:** (469) 758-3287  
**Email:** jeremy.hunt@trane.com  
**Website:** <http://www.trane.com>  
**Federal ID:** 25-0900465  
**Contact:** Jeremy Hunt

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR Forms Received:** Yes

**No Israel Boycott Certificate:** No

**No Excluded Foreign Terrorist Orgs:** No

**Contract Name:** HVAC Equipment, Supplies, and Installation of HVAC Equipment

**Contract#:** 552-17

**Effective Date:** 12/01/2017

**Expiration Date:** 11/30/2020

**Payment Terms:** Net 30 days

**Delivery Days:** 25

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

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** Texas Regions 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20

**States Served:** Texas

**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in Vendor response document, and can be found in the Vendor Proposal File link near the bottom page.

**Quote Reference Number:** 552-17

**Return Policy:** Contact local sales office or where purchase was made

**Additional Dealers:** See Additional Dealers/Distributors for dealer list.

#### Contract Documents

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

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

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

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

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

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

**Additional Dealers/Distributors:** [Click to view Vendor Additional Dealers/Distributors Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH REEDER GENERAL CONTRACTORS, INC. FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 015-202 (CMAR RFQ #19-100) WESTERN HILLS HIGH SCHOOL ADDITION/RENOVATION**

**BACKGROUND:**

On May 21, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Reeder General Contractors, Inc., for pre-construction services for Job No. 015-202 (CMAR RFQ #19-100), Western Hills High School addition/renovation.

Western Hills High School’s common spaces will be renovated to create collaboration spaces for learning and student interaction. Moderate renovations will be applied to various locations within the school to meet the twenty-first century learning model. Renovations will include reclaiming or re-purposing space to support the Arts and Career and Technical Education.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$25,074,000.00	\$25,074,000.00
April 9, 2019	Escalation	\$1,785,000.00	\$26,859,000.00
May 21, 2019	Pre-Construction	(\$10,000.00)	\$26,849,000.00
August 13, 2019	GMP	(\$26,849,000.00)	\$0.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**



**ALTERNATIVES:**

1. Approve Authorization to Negotiate and Enter into a Contract with Reeder General Contractors, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 015-202 (RFQ #19-100) Western Hills High School Addition/Renovation
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with Reeder General Contractors, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 015-202 (RFQ #19-100) Western Hills High School Addition/Renovation
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter into a Contract with Reeder General Contractors, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 015-202 (RFQ #19-100) Western Hills High School Addition/Renovation

**FUNDING SOURCE**

*Additional Details*

CIP 2017	671-81-6629-B39-015-99-000-015202 - \$25,570,000.00
	671-81-6629-B40-015-99-000-015202 - \$1,279,000.00

**COST:**

\$26,849,000.00 - Not to Exceed

**VENDOR:**

Reeder General Contractors, 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**

Capital Improvement Program  
TEA #015 Western Hills High School

**RATIONALE:**

Construction needs to begin in order for all phases of the project to be completed by the Fall of 2021.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ADOLFSON & PETERSON CONSTRUCTION FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 071-102 (CMAR RFQ #19-099) BENBROOK MIDDLE/HIGH SCHOOL ADDITION/RENOVATION**

**BACKGROUND:**

On May 14, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Adolfson & Peterson Construction, for pre-construction services for Job No. 071-102 (CMAR RFQ #19-099), Benbrook Middle/High School addition/renovation.

The GMP will provide for a new competition gymnasium with bleacher and dressing areas, new Fine Arts additions for Band, Orchestra, Choir, STEM classrooms and collaboration areas, renovations to some existing spaces within the school, and additional parking.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$13,781,002.13	\$13,781,002.13
April 9, 2019	Escalation	\$1,688,400.00	\$15,469,402.13
May 14, 2019	Pre-Construction	(\$25,000.00)	\$15,444,402.13
June 26, 2019	Internal Project Transfer	\$221,538.00	\$15,665,940.13
August 13, 2019	GMP	(\$15,665,940.13)	\$0.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization to Negotiate and Enter into a Contract with Adolfson & Peterson Construction for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 071-102 (RFQ #19-099) Benbrook Middle/High School Addition/Renovation
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with Adolfson & Peterson Construction for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 071-102 (RFQ #19-099) Benbrook Middle/High School Addition/Renovation
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter into a Contract with Adolfson & Peterson Construction for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 071-102 (RFQ #19-099) Benbrook Middle/High School Addition/Renovation

**FUNDING SOURCE**

*Additional Details*

CIP 2017	671-81-6629-B39-071-99-000-071102 - \$15,158,000.00
	671-81-6629-B40-071-99-000-071102 - \$507,940.13

**COST:**

\$15,665,940.13 - Not to Exceed

**VENDOR:**

Adolfson & Peterson Construction

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #071 Benbrook Middle/High School

**RATIONALE:**

Construction needs to begin in order for all phases of the project to be completed by the Fall of 2020.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
AUGUST 13, 2019**

**TOPIC: CLOSEOUT OF THE CMAR CONTRACT WITH CON-REAL TURNER FOR BID PACKAGE 043, GMP II (RFCSP #16-007) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 19, 2016, the Board of Education authorized CIP staff to negotiate and enter into A CMAR contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 043, GMP II (RFCSP 16-007). This Bid Package consisted of construction services at TEA 087, IM Terrell Academy for STEM and VPA. The work commenced on 12-11-17, and was substantially completed on 3-1-19, as inspected by the A/E firm, Corgan. Con-Real Turner has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

<b>Original Contract Amount:</b>	\$34,924,586.00	<b>Original Contract Time:</b>	426 Days
<b>Previous Change Orders:</b>	\$4,641,985.00	<b>Days Added in Previous CO:</b>	113 Days
<b>Final Change Order:</b>	(\$636,689.16)	<b>Final Change Order Time:</b>	0 Days
<b>Final Contract Amount:</b>	\$38,929,881.84	<b>Final Contract Time:</b>	760 Days
<b>Previously Paid:</b>	(\$38,030,944.42)		
<b>Reduction to Retainage</b>	(\$1230.25)		
<b>Final Payment Due:</b>	\$897,707.17		

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of the CMAR Contract with Con-Real Turner for Bid Package 043, GMP II (RFCSP #16-007) and Authorization of Final Payment in the 2013 Capital Improvement Program
2. Decline to Approve Closeout of the CMAR Contract with Con-Real Turner for Bid Package 043, GMP II (RFCSP #16-007) 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 CMAR Contract with Con-Real Turner for Bid Package 043, GMP II (RFCSP #16-007) 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:**

\$897,707.17.

**VENDOR:**

Con-Real Turner

**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 087-IM Terrell Academy for STEM and VPA

**RATIONALE:**

Con-Real Turner has completed all work as required per the terms of its construction contract, work has been inspected by Corgan and project has been accepted by the CIP Construction Manager. 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 13, 2019**

**TOPIC: APPROVAL OF MINUTES OF THE MAY 20, 2019 CITIZENS' OVERSIGHT COMMITTEE MEETING FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

The Board of Education established a Citizens' Oversight Committee (COC) to monitor the District's 2017 Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from May 20, 2019, have been reviewed and approved by the COC members.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Minutes of the May 20, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
2. Decline to Approve Minutes of the May 20, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Minutes of the May 20, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Approval of the Citizens' Oversight Committee meeting minutes allows the District to provide the public with an official record of any given meeting.

**INFORMATION SOURCE:**

.Vicki Burris

## 2017 Citizens' Oversight Committee Meeting Minutes

<b>Date:</b>	May 20, 2019	<b>Location:</b>	FWISD Board Complex Conference Room
<b>Prepared by:</b>	Ana Perez	<b>Project Name:</b>	2017 FWISD Capital Improvement Program
<b>Purpose:</b>	2017 Capital Improvement Program Citizens' Oversight Committee – Quarterly Update	<b>Meeting Start:</b>	6:10 P.M.
		<b>Meeting End:</b>	6:57 P.M.
<b>Attendees:</b>	<p><b>COC MEMBERS</b> Benda, Robert (Bob) – Chair Tim Carter Gentry, Emily Hyry, Molly Poole, Steven Silverberg, Kal Suarez, Mary Alice West Strawser, Laura Willis, Libby</p> <p><b>ABSENT</b> Cardenas, Josue Harvey, Stephanie Johnson, Paul Miles, Jr, Roderick Phillips, Quinton Saucedo, Lisa Spangler, Anthony</p>	<p><b>FWISD</b> Alvarez, Claudia Burris, Vicki Myers, Joe Perez, Ana Persley, Kara Schiro, Elsie Scribner, Kent P.</p> <p><b>PROCEDEO</b> Aanenson, Gary Brock, Barry Demmings, Brandon Gomez, Marisol Johnson, Brian Thompson, Robbie</p>	

The following items were discussed:

**1. CALL TO ORDER**

Robert (Bob) Benda, Chair, called the meeting to order at 6:00 p.m.

**2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS**

Approval of the February 18, 2019 minutes, unanimously approved

**3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES**

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

**2017 Bond Timeline**

- November 2018 through May – 21 projects have been approved by the Board
- May through Summer – Will begin construction on all Quick Start Projects
- Summer 2019 – Construction begins on large High School projects
- August/September 2019 – Anticipate the completion on all Quick Start Projects

**Financial Overview**

- Total uncommitted for the 2017 is \$610,412,137.44 of the total 2017 bond budget of \$749,735,000
- Total committed administration miscellaneous expenses such as, labor, land purchase etc. is \$22,178,172.68
- Total committed design/construction is \$88,459,226.56. All architects are currently working on all projects
- **The overall total committed is \$110,637,399.24**

As the COC continues to meet the total uncommitted will continue to decrease.

\*Budget is all money allocated for the specific project.

\*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

\*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

**Program Schedule / Phasing**

- There has been some challenges in construction due to bad weather however, it does not change the current schedule goals
- COC member requesting periodic updates for Fall delivery projects, CIP will provide as needed reports of the Fall schedule

### Procurement Schedule

The Board of Education has approved 21 projects to date. Below are all of the remaining of projects.

The following projects have been opened, evaluated and pending Board approval:

- CMAR – Western Hills HS Add & Reno (Bid #19-100) – Board Meeting: 5/21/2019
- CMAR – Arlington Heights Add & Reno (Bid#19-101) – Board Meeting: 6/11/2019

The following projects that are currently advertised:

- CMAR – Poly HS Add & Reno (Bid #19-092) – Board Meeting: 6/25/2019
- CMAR – South Hills HS Add & Reno (Bid #19-104) – Board Meeting: 6/25/2019

The following projects are scheduled to advertise:

- CSP – South Hills Athletics
- CSP – Tanglewood Renovation
  - Project will begin once the District can alleviate the number of students on campus, plan to begin Summer of 2020
- CMAR – Paschal Renovation
- CMAR – Trimble Tech Renovation

*\*CMAR is used for more complexed projects, best value to the District.*

### Historically Underutilized Business (HUB) Program Report

The goal for the District is 25% which PROCEDEO has exceeded that goal up to date. PROCEDEO is committed to reaching out to minority vendors. Being in the Design Phase, PROCEDEO has reached 46.03% commitment in HUB contracts to date. This includes HUB Primes, Sub-Contractors, Third Party vendors, and Owner Representatives.

- HUB Commitment to date 46.03%, equivalent to \$43,842,250.25
  - The slight decrease in HUB commitment is due to the third party vendors such as; Hazmat Consultants, Abatement, Moving Services, HVAC etc. Such services usually lack HUB participation. Also, HUB percentages fluctuate and represent the current phase.

### HUB Outreach

#### **2017 Bond Bid Preview**

- The 2017 Bond Bid Preview had a total of 108 participants of 123 who RSVP'd attend the event
- 20 Architects participated with project booths

#### **HUB Communication**

- IONWAVE is a system that allows GC's or suppliers to receive all notifications regarding upcoming bids and events.
  - Over 400 individuals are currently receiving notifications of upcoming bids and events
- 42 minority firms have registered into IONWAVE, in addition to 10 firms who have been guided through the M/WBE certification process. A total of 52 new members.
- Monthly workshop - "It's Just Business with FWISD"
  - Recently added a Business Network aspect to the workshop, allows the participants to interact with each other
  - Upcoming meeting on June 13

**Featured Project: Construction Updates**

Benbrook Baseball & Softball

Dunbar Athletics – Forms are up for the foundation

Southwest Athletics – Forms are up for the foundation, structural steel will be delivered this week

Steel Signing Ceremony on May 24, 2019

OD Wyatt Athletics – forms ready for slab, all utility work in place

Benbrook Athletics – Demolition begun. Piers were drilled last week and finding water 15 ft, the amount of water falling over the past 8 weeks. Looking at different means to accelerate construction.

**4. GENERAL DISCUSSION / ANNOUNCEMENTS**

Motion made by Libby Willis, move that staff arrange brief walking tours of FWISD 2017 bond project campuses and building for COC members in order to assist us in fully understanding project plans and reports for these sites. Motion second by Tim Carter; unanimously approved

Discussion: Will plan to meet at chosen site(s) possibly Friday mornings during the Summer. Will follow up with the location and exact times for construction tours

A current COC member has been elected as a FWISD Board member leaving a COC vacancy. The Board member for that District will be notified to nominate a new COC member to fill the vacancy if needed. If a nominee is selected, resume/bio will be submitted to the Board for approval.

**5. FUTURE MEETING CONFIRMATION**

The next meeting will be held on September 9, 2019.

\*Meetings are audio recorded for District records

**6. ADJOURNMENT**

The meeting adjourned at 6:57 p.m.

**Approval**

**COC members approved minutes via e-mail on 7/3/2019**

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**Robert Benda, Chairman**

**Date**

Cc: All attendees  
PROCEDEO Document Control

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: ENDORSEMENT OF CANDIDATE FOR TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS, REGION 11, POSITION A**

**BACKGROUND:**

The general governing body of TASB is the Delegate Assembly, which meets each Fall on the Saturday of the TASB/TASA Joint Annual Convention, and one of the responsibilities of the voting representatives of the assembly is to elect the TASB Board of Directors. Annually, the Active Members designate a Delegate and Alternate from their local boards to represent their interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is on the Active Member's voting representative. Elected TASB Board members and Legislative Advisory Council Members of the TASB Legislative Committee are also voting representatives on the Assembly floor by virtue of their positions.

The 44-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the Education Service Center boundaries. An Education Service Center representative is also a member of the Board serving as a voting ex officio member.

The TASB Board supervises, controls, and directs the affairs of TASB, within the limits of and consistent with the bylaws, beliefs, resolutions, and Advocacy Agenda Priorities and Positions approved by the Delegate Assembly.

TASB Region 11, Position A

**STRATEGIC GOAL:**

**3- Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A
2. Decline to Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Board Decision

**FUNDING SOURCE**                      *Additional Details*

No Cost                                      Not Applicable

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board Trustees

**RATIONALE:**

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.



**INFORMATION SOURCE:**

Kent P. Scribner  
Karen Molinar

## Endorsements Received as of July 3, 2019

Region, Open Position	Candidate/District	Total Endorsements Received
<b>Region 1, Position B</b> Currently held by Yolanda Cuellar (South Texas ISD) Total active members in Region= <b>38</b> Endorsements required for 25 percent= <b>10</b> Endorsements required for Majority= <b>20</b>	<b>Philip Cowen (Brownsville ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Yolanda Cuellar (South Texas ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Oscar Riojas (Mercedes ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 2</b> Currently held by Moises Alfaro (Mathis ISD) Total active members in Region= <b>43</b> Endorsements required for 25 percent= <b>11</b> Endorsements required for Majority= <b>22</b>	<b>Moises Alfaro (Mathis ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Rose Soto (West Oso ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 4, Position E*</b> Currently vacant <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i>	<b>Bill Lacy (Katy ISD)</b> <a href="#">Brief Bio</a>	
<b>Region 6</b> Currently held by Jason Dohnalik (Cameron ISD) Total active members in Region= <b>58</b> Endorsements required for 25 percent= <b>15</b> Endorsements required for Majority= <b>30</b>	<b>Jason Dohnalik (Cameron ISD) (I)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Pam Evans (Caldwell ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>

## Endorsements Received as of July 3, 2019

Region, Open Position	Candidate/District	Total Endorsements Received
<b>Region 7</b> Currently held by Ted Beard (Longview ISD) Total active members in Region= <b>96</b> Endorsements required for 25 percent= <b>24</b> Endorsements required for Majority= <b>49</b>	<b>Ted Beard (Longview ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Carolyn Booker (Westwood ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 9</b> Currently held by Lanny Evans (Henrietta ISD) Total active members in Region= <b>38</b> Endorsements required for 25 percent= <b>10</b> Endorsements required for Majority= <b>20</b>	<b>Jeff Forester (Midway ISD-Clay County)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Chris Hamilton (Montague ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Mark Lukert (Wichita Falls ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 10, Position B</b> Currently held by Linda Gooch (Sunnyvale ISD) Total active members in Region= <b>82</b> Endorsements required for 25 percent= <b>21</b> Endorsements required for Majority= <b>42</b>	<b>Linda Gooch (Sunnyvale ISD) (I)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 10, Position C*</b> Dan Micciche (Dallas ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i>	<b>Dan Micciche (Dallas ISD) (I)</b> <a href="#">Brief Bio</a>	

## Endorsements Received as of July 3, 2019

Region, Open Position	Candidate/District	Total Endorsements Received
<b>Region 11, Position A</b> Currently vacant Total active members in Region= <b>77</b> Endorsements required for 25 percent= <b>19</b> Endorsements required for Majority= <b>39</b>	<b>Barbara Burns (Denton ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Justin Chapa (Arlington ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Julie Cole (Hurst-Euless-Bedford ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>John Finnell (Cleburne ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Becky St. John (Grapevine-Colleyville ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 11, Position B*</b> Currently vacant (Fort Worth ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i>	<b>Jacinto "Cinto" Ramos (Fort Worth ISD)</b> <a href="#">Brief Bio</a>	
<b>Region 13, Position A*</b> Currently held by Jayme Mathias (Austin ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i>	<b>Jayme Mathias (Austin ISD) (I)</b> <a href="#">Brief Bio</a>	

## Endorsements Received as of July 3, 2019

Region, Open Position	Candidate/District	Total Endorsements Received
<b>Region 13, Position B</b> Currently held by Mary Jane Hetrick (Dripping Springs ISD) Total active members in Region= <b>57</b> Endorsements required for 25 percent= <b>14</b> Endorsements required for Majority= <b>29</b>	<b>Earl Foster (Burnet CISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Mary Jane Hetrick (Dripping Springs ISD) (I)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 16</b> Currently held by Cindy Spanel (Highland Park ISD-Potter County) Total active members in Region= <b>63</b> Endorsements required for 25 percent= <b>16</b> Endorsements required for Majority= <b>32</b>	<b>Cindy Spanel (Highland Park ISD-Potter County) (I)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 18</b> Currently held by Steve Brown (Ector County ISD) Total active members in Region= <b>34</b> Endorsements required for 25 percent= <b>9</b> Endorsements required for Majority= <b>18</b>	<b>Steve Brown (Ector County ISD) (I)</b> <a href="#">Brief Bio</a>	<b>1</b>
<b>Region 20, Position D</b> Currently held by Robert Westbrook (Schertz-Cibolo-Universal City ISD) Total active members in Region= <b>55</b> Endorsements required for 25 percent= <b>14</b> Endorsements required for Majority= <b>28</b>	<b>Robert Westbrook (Schertz-Cibolo-Universal City ISD) (I)</b> <a href="#">Brief Bio</a>	<b>1</b>

\* Large District Position

(I) Incumbent that has indicated that they will be seeking reelection



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: May 29, 2019

NAME: Barbara Burns

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Denton ISD

LOCAL TERM EXPIRES: May 2021 YEARS ON BOARD: 7  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: vice-president: 2014-15; president: 2015-16, 2016-17, 2019-20;  
secretary: 2018-19 \_\_\_\_\_

OCCUPATION: retired high school social studies teacher (taught 28 years) \_\_\_\_\_

CURRENT EMPLOYER: retired \_\_\_\_\_ Dates: retired 2006 \_\_\_\_\_

EDUCATION-HIGH SCHOOL: Cotulla High School \_\_\_\_\_ COLLEGE: Texas Woman's University \_\_\_\_\_

OTHER EDUCATION: \_\_\_\_\_ DEGREES: B.A., M.A. \_\_\_\_\_

HOBBIES/SPECIAL INTERESTS: traveling; scrapbooking; visiting family; \_\_\_\_\_

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): \_\_\_\_\_

**League of Women Voters:** vice-president, 2011; **Kiwanis:** program chair, 2010; **DARSPA** (Denton Area Retired School Personnel Association); **Denton Education Association:** acting president, 2005-06 \_\_\_\_\_

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

When I join groups, I want to have the time to be an active member. I am part of a group from Immaculate Conception Catholic Church that provides meals to the homeless through our local Msgr. King Outreach Center. Last year after the annual LULAC (League of United Latin American Citizens), I encouraged our board members to contribute towards a scholarship; we provided a \$1500 scholarship this spring. \_\_\_\_\_

**Please attach a short bio and include a current picture in jpeg format.**

Additional Comments: (Use reverse side if additional space is required.)



### Biographical Sketch: Barbara Burns

I was born and raised in Cotulla, a small town in south Texas. I was the third of five children. My father was one of six children raised by a single mother during the Depression. My mother was one of five daughters. My father had a grade-school education; my mother had an eighth-grade education but later in life received her GED. Because neither had finished high school, both of my parents stressed that an education was one thing that could never be taken away. Even though we didn't have a lot of money, my parents always found the money we needed for school supplies and projects. I can remember my mother waking me up early on days when I had tests so that I could have some quiet time to review before going to school; she also spent a lot of time listening to me recite poems or other passages.

After graduating first in my class in 1972, I attended Texas Woman's University in Denton. I received my B.A. in December 1975 and my M.A. in 1984. I had a secondary teaching certificate in history with a minor in English. I later returned to TWU to receive a composite certification in social studies. I taught high school students in Southlake and Pilot Point before getting a position in Denton in 1986, where I taught for 20 years before retiring in 2006.

While I was an undergraduate at TWU, I met my husband. We were married in December 1973. We have three children. Michele, our oldest, is a teacher in Richardson ISD. Our son Paul, who is an auditor for a large accounting firm, lives with his wife and three children in Connecticut. Our youngest, Amanda, is in marketing in the DFW area. All three said they never even knew that college wasn't an option. The importance of education was always an emphasis.

After retiring, I wanted to spend more time with my family, most of whom lived in the San Antonio area. One project my siblings and I completed was a family history. Over the years we would tell stories about growing up. We started with the idea of writing those stories down for our children. Then we started gathering pictures, letters, memorabilia from World War II, and so much more. We scanned all of those documents and ended up with a family history book of almost 200 pages. We made copies for all five of us children and all 13 grandchildren. We even put it on a disk so that we could add information.

I also found the time to join organizations like the League of Women Voters and Kiwanis. I wanted to be part of organizations that gave to others. When I was teaching, I admired the LWV because of their nonpartisan stance while actively investigating pertinent issues. I received the Gladys Barstis Award from the League in 2011 for outstanding service. In 2010 I was the program chair for Kiwanis, a group that raises money in our community for a children's clinic. I am currently on the program committee because I wanted our Kiwanis members to know more about our schools, spotlighting teachers and students. I believe we have to advocate more for public education, and I saw Kiwanis as a way to bring more awareness to our local community.

My husband was a Denton police officer for 34 years. He has been my staunchest supporter and advocate for anything I wanted to do. He volunteered in our children's elementary school once a week on one of his days off. He helped me with all kinds of projects while I was teaching. He spent countless hours working on my school board campaigns.

I have been able to accomplish goals in my life because I have been surrounded by an amazingly supportive husband, understanding children, incredible friends, inspiring colleagues, and committed supporters.



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: **July 1, 2019**

NAME: **Justin Roel Chapa**

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED]

RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED]

FAX NUMBER: [REDACTED]

E-MAIL: [REDACTED]

SCHOOL DISTRICT: **Arlington ISD**

LOCAL TERM EXPIRES: **May 2022**

YEARS ON BOARD: **22 months (appointed to one-year unexpired term in September 2017; elected to three-year term in May 2019)**

Upon expiration of current term on your local board, will you seek reelection? **YES**

BOARD POSITIONS HELD/DATES:

**Chair, Governance Committee (May 2019–Present)**

**Member, Finance and Academics Committee (2019–Present)**

**Member, Governance Committee (Sept. 2017–May 2019)**

**Member, Community Engagement Committee (May 2018–May 2019)**

**Member, Audit Committee (Sept. 2017–May 2018)**

OCCUPATION: **Attorney**

CURRENT EMPLOYER: **Morgan, Lewis & Bockius LLP**

DATES: **2015–Present**

EDUCATION-HIGH SCHOOL: **Sam Houston HS, Arlington, TX** COLLEGE: **Harvard University**

OTHER EDUCATION: **Stanford Law School and Stanford Graduate School of Education**

DEGREES: **BA Government (cum laude), MA Education, Juris Doctorate**

HOBBIES/SPECIAL INTERESTS: **Family, History, Reading, Football, Baseball**

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): **Please see resume.**

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): **Please see resume.**

**Bio and current picture attached.**



### Justin Chapa Bio

Born and raised on Arlington's eastside, Justin attended Arlington ISD schools from Kindergarten through his graduation from Sam Houston High School, as Valedictorian. Justin spent his undergraduate years at Harvard University, where he earned a BA in Government with honors and became the first person in his immediate family to graduate from college.

Determined to ensure that students from similar backgrounds have the same opportunity, he joined Teach for America after college and taught 12th Grade Government and Economics at Rivera High School in Brownsville, Texas. While at Rivera, he sponsored the campus student council, coordinated an afterschool credit-recovery program, started an AP Macroeconomics class, and served as an officer on the Site-Based Decision Making Committee.

While applying for Teach for America as a college senior, Justin also applied to law school. Most law schools allow Teach for America "Corps Members" to defer admission for two years while completing their teaching commitment. Thus, when he went "back to school" after his second year of teaching, he walked through the doors of Stanford Law School rather than Rivera High School. Today, Justin is Of Counsel in the Dallas office of Morgan, Lewis & Bockius LLP, one of the world's largest law firms.

Although Justin is a lawyer by trade, he is a teacher at heart. While in law school, Justin worked in Stanford's "Youth and Education Law Project," a legal clinic that focuses on representing students with disabilities in special-education disputes. He also worked part-time as a Government teacher at Eastside College Preparatory School, in East Palo Alto, California, which primarily serves future first-generation college students. Additionally, Justin joined the first cohort of Stanford's joint-degree program in education and law, earning an MA in Education concurrently with his law degree. As part of the joint-degree program, Justin authored an article on the evolution of the "Government as Educator" paradigm in Supreme Court case law, which was later published in the *BYU Education & Law Journal*.

After Stanford, Justin and his wife Anna—also a Sam Houston alum and former teacher—moved back to their hometown with their then-nine-month-old son. Two more kids would follow, both girls. Justin's school-age children attend AISD schools, and Justin and Anna are both active in PTA.

Before his Board service, Justin served multiple terms on AISD's Financial Futures Committee and Citizens Bond Oversight Committee. Justin also served on the Capital Needs Steering Committee that helped craft the AISD's 2014 Bond package, and he had the privilege to serve on the Board of Directors of the Arlington ISD Education Foundation, a non-profit that distributes grants to AISD teachers.

Outside of AISD activities, Justin regularly speaks to high school students about college and career issues. Along with a friend from high school, Justin co-founded a scholarship for graduating seniors at Sam Houston HS that has awarded over \$30,000 since 2007. Aside from service directly related to the Arlington ISD, Justin currently sits on the Board of Directors for United Way of Tarrant County and previously served on the Boards of Directors of the Arlington Public Library Foundation and of Leadership Arlington, where for three years he helped direct the Youth Leadership Arlington program.



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 10, 2019 \_\_\_\_\_

NAME: Julie Cole \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ RESIDENCE PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: \_\_\_\_\_

SCHOOL DISTRICT: Hurst Euleess Bedford ISD \_\_\_\_\_

LOCAL TERM EXPIRES: May 2023 \_\_\_\_\_ YEARS ON BOARD: 6 \_\_\_\_\_  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: Board President, May 2017 to present, Board Vice President  
May 2016-May 2017, Board Secretary May 2015-May 2016 \_\_\_\_\_

OCCUPATION: Senior Analyst \_\_\_\_\_

CURRENT EMPLOYER: Fidelity Investments \_\_\_\_\_ Dates: February 2016 to present \_\_\_\_\_

EDUCATION-HIGH SCHOOL: St. Pius X, Kansas City, MO \_\_\_\_\_ COLLEGE: University of Kansas \_\_\_\_\_

OTHER EDUCATION: \_\_\_\_\_ DEGREES: \_\_\_\_\_

HOBBIES/SPECIAL INTERESTS: I like to cook and bake. I enjoy watching sports, and I enjoy spending time with family and friends

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): \*VIPS volunteer and PTA member since 2003 \* Past President (2009-2012) and Advisory Board member (since 2013), Trinity Trojans Football Booster Club \*Board Member, HEB Education Foundation 2009-present \*Member HEB Chamber of Commerce \*HEB Economic Development Council 2016-present \*Trojan Talk Mentor at Trinity High School \*Member North Texas Area Association of School Boards \*Former Board member and longtime volunteer, The Something mAAgic Foundation

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



Julie Cole has served as a Trustee for the Hurst Eules Bedford ISD School Board since May of 2013 and as the Board President since May of 2017. Julie moved to Texas with her husband Curtis and two sons [REDACTED] in 2002 and was drawn to the HEB area for its small town within a big city atmosphere, strong sense of community, and excellent quality education. After serving on PTA and several volunteer committees, Julie spent several years leading the Trinity Trojan Football Booster Club which gave her a chance to support students from diverse backgrounds who had varied needs. Julie is passionate about providing all students with opportunities for successful academic and personal outcomes.

Julie has been employed at Fidelity Investments since 2016 as part of the Customer Knowledge and Strategic Insights group, leading the Interaction Analytics team and before that spent 18 years at American Airlines in various roles. Julie is active in many community organizations including the HEB ISD Education Foundation, the HEB Chamber of Commerce and the HEB Economic Development Foundation. Julie is a 2018 Graduate of Leadership TASB.



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 18, 2019

NAME: John W. Finnell, Jr.

ADDRESS: [REDACTED]

CITY: [REDACTED]

ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): [REDACTED]

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Cleburne ISD

LOCAL TERM EXPIRES: May/2021 YEARS ON BOARD: 4  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: Secretary 2015-16, VP 2016-18, President 2018-present

OCCUPATION: Semi-Retired Omni-Channel Marketing Consultant, Self Employed Real Estate Investor

CURRENT EMPLOYER: RevCon, LLC Dates: 2018 - present

EDUCATION-HIGH SCHOOL: L.D. Bell, Hurst TX COLLEGE: University of North Texas

OTHER EDUCATION: \_\_\_\_\_ DEGREES: BS, Computer Sciences

HOBBIES/SPECIAL INTERESTS: Hunting, Camping

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates):

Director, Cleburne Chamber of Commerce (2012),

Executive Director, Cleburne Chamber of Commerce (2013-2014)

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach a short bio and include a current picture in jpeg format.**

Additional Comments: (Use reverse side if additional space is required.)



## **John W. Finnell, Jr.**

John is an entrepreneur and a successful omni-channel marketing consultant who consistently drives positive results for his global clients.

John spent the last two decades in consulting, sales and account leadership roles that require strong technical skills, people leadership and client relationship management skills. As Senior Director, Client Management at Acxiom Corporation, John has a proven track record for consistently exceeding his financial targets while developing strong executive relationships and consistent growth in his assigned accounts.

John has a passion for his community. He has served as director and executive director for the Cleburne Chamber of Commerce. He has also served 4 years as school board trustee and has held an officer position on the board for each of those years. As a small business owner of recent startup, John is seeking to improve neglected areas of his community while providing entry level home ownership opportunities for low and middle income families.

John has been married to his wife Melinda for 37 years and is the proud father of 3 sons [REDACTED]. John and Melinda are both active in the community to the extent possible and try to take advantage of any opportunities available to help improve the quality of life in Cleburne. He considers his service on the Cleburne ISD school board as a privilege and an honor and something he is enjoying immensely. John looks forward to future opportunities to further support and represent the Cleburne community through personal involvement in community service activities.



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 27, 2019  
 NAME: Becky St. John  
 ADDRESS: [REDACTED]  
 CITY: [REDACTED] ZIP: [REDACTED]  
 BUSINESS PHONE: \_\_\_\_\_ RESIDENCE PHONE: \_\_\_\_\_  
 CELL PHONE: [REDACTED] FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Grapevine-Colleyville

LOCAL TERM EXPIRES: May 2021 YEARS ON BOARD: 10  
 (Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: Secretary 2014-2015 Parks & Rec Liaison  
Vill. President 2011-2012 2014-2016

OCCUPATION: Assistant Housing Coordinator

CURRENT EMPLOYER: Grapevine Housing Authority Dates: Jan 2019 - present

EDUCATION-HIGH SCHOOL: Apple Springs COLLEGE: Stephen F. Austin

OTHER EDUCATION: TASB '16 DEGREES: B.A. History/English

HOBBIES/SPECIAL INTERESTS: Camping/Hiking, Poultry, Reading Awards: minor

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): KGVB President 2009

GRACE (comm. outreach) Board of Directors, 2015 - present

Grapevine Chamber of Commerce & Women's Division, 2008 - present

ADDITIONAL COMMENTS (Use reverse side if additional space is required.):

Education Foundation Donor/Supporter 2009 - present

Member Grapevine Heritage Foundation 2008 - 2016 (donor, community member)

Member St. Francis Catholic Church 1992 - present

~~Various~~

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.) Also see attached  
Multiple GCISD Campus PTAs, Band boosters, Athletic boosters,  
& Academic booster clubs, 2005 - present

- Friend of Children award 2016
- GMS Advocacy chair 2017 - present
- Dove PTA 5<sup>th</sup> Grade Coordinator 2016

TASB Nomination Form B, continued

Additional Comments:

Business/Professional/Civic Involvement:

GCISD District Excellence Committee, 2007-2009

GCISD Budget Advisory Board, 2008

District 98(House District) Coalition: "The Good, the Bad, & the Ugly" w/Carroll ISD & Keller ISD, 2011

Texas Association of School Boards, Legislative Advisory Council, Region 11 representative, 2011-present

TASB Legislative Advisory Committee member, 2014-present(3 terms)

TASB/NSBA Education Advocacy Institute attendee 2014, 2015

Grapevine Planning & Zoning Commission, member 2003-2008

Roanoke City Council, former member 1999-2001, mayor pro tem 2001

Roanoke Planning & Zoning Commission, former member 1996-1999, former vice-chair 1999

Roanoke Economic Development Board, former member 1998

Becky St. John  
Grapevine-Colleyville ISD Trustee  
Biography  
TASB Board of Directors Nomination

Becky was first elected to the Grapevine-Colleyville Board of Trustees in 2009, and is in her fourth term. She and her husband John, both proud products of Texas public schools, met at Stephen F. Austin State University and have been married for 26 years. They have 3 kids—

[REDACTED]

Becky grew up in Apple Springs, a small 1A in East Texas, home of the Eagles and the 1988 State Class 1A baseball champs, where her graduating class of 17 students was considered a large class. Becky credits her mom and dad with cultivating a desire to serve the community, as both served on the school board, the volunteer fire department, and her dad on the Water Board. Just as important, the education she received at Apple Springs, particularly from her history, math, and English teachers (Mr. Schaade, Mr. McLeod, and Mrs. Krueger) whom she had all 4 years of high school, enabled her to go on to SFA and become a park ranger which led her to Grapevine and incredible opportunities to give back to her community as a volunteer and servant leader. Becky is currently employed with the Grapevine Housing Authority as an assistant housing coordinator, and enjoys camping with her family and raising chickens.





# TASB ENDORSEMENT FORM

DATE: \_\_\_\_\_

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

### CANDIDATE INFORMATION

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

This endorsement was approved by our school district's board of trustees at a duly called meeting on

\_\_\_\_\_  
(Date)

Best regards,

\_\_\_\_\_  
(Signature of board president or officer)

PRINTED NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

**Must be received in the TASB Austin Headquarters on or before AUGUST 29, 2019.**

**RETURN TO:** TASB, Inc.  
Attn: Board and Management Services  
P.O. Box 400  
Austin, Texas 78767-0400  
**E-mail: [lysa.hoelscher@tasb.org](mailto:lysa.hoelscher@tasb.org)**  
FAX: 512.467.3554

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE SELECTION OF A DELEGATE AND AN ALTERNATE TO THE 2019 TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY MEETING ON SEPTEMBER 21, 2019**

**BACKGROUND:**

The TASB Delegate Assembly, held annually in conjunction with TASA/TASB Convention, is the foundation of the Association's governance structure and provides critical direction as the Association represents members' interest before state and national policy makers. The District's representation at the Delegate Assembly is of utmost importance. It is vital that a representative understand the processes and the issues that come before the Assembly for action.

**STRATEGIC GOAL:**

**4-Dev. a Student and Customer-Centered Workforce**

**ALTERNATIVES:**

1. Approve Selection of a Delegate and an Alternate to the 2019 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 21, 2019
2. Decline to Approve Selection of a Delegate and an Alternate to the 2019 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 21, 2019
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Selection of a Delegate and an Alternate to the 2019 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 21, 2019

**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**

Board of Education and Superintendent

**RATIONALE:**

Delegates and alternates to the TASB Delegate Assembly will set the course for the TASB organization for the coming year. Representatives must understand processes and issues that come before the Assembly for action. Further, the TASB Delegate Assembly provides critical direction as the association represents members' interest before state and national policy makers.

**INFORMATION SOURCE:**

Karen Molinar

# Official Delegate Designation Form

**Please note:**

- Only board members of TASB Active Members (public schools and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael Pennant (contact information located at bottom of page).
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>).
- This year the handbook will be distributed electronically at least 20 days prior to the Delegate Assembly. Hard copies of the handbooks will be available in advance by request and on-site. After August 19, credential materials (button and ribbon) will need to be picked up on-site at Delegate Assembly.

**Delegate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Alternate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Name of school district:** \_\_\_\_\_

**County-district number:** \_\_\_\_\_ **TASB (ESC) region number:** \_\_\_\_\_

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2019 TASB Delegate Assembly in Dallas, Texas, on September 21, 2019 (as provided by the TASB Bylaws).

Board president's signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please return your board's designations online or to the address below by Aug. 19, 2019, to receive credential materials by mail. Delegates submitted after Aug. 19 will need to pick up their credentials (button and ribbon) on-site.*

Texas Association of School Boards  
Attn: Michael Pennant  
P.O. Box 400  
Austin, Texas 78767-0400

Fax: 512.467.3554



Questions? Contact Michael Pennant at 800.580.8272 or [michael.pennant@tasb.org](mailto:michael.pennant@tasb.org).

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE DISTRICT TEACHING PERMITS FOR NON-CORE CTE COURSES**

**BACKGROUND:**

The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue school district teaching permits without approval of the commissioner of education for “noncore academic career and technical education (CTE) courses” beginning September 1, 2015 (TEC §21.055 d-1). Currently, certified Health Science and Engineering teachers are difficult to find; however, we have an experienced health professional and an Engineer applicant who otherwise qualify for these positions. This request is to exercise our option to issue a District teaching permit to allow us to hire Kayleigh Fisher into a current vacant teaching position at North Side High School. In addition, we also have an experienced Engineer applicant who otherwise qualifies for the position. This request is to exercise our option to issue a District teaching permit to allow us to hire Rafael Moreno into a current vacant teaching position at R.L. Paschal High School.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve District Teaching Permits for Non-Core CTE Courses
2. Decline to Approve District Teaching Permits for Non-Core CTE Courses
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve District Teaching Permits for Non-Core CTE Courses

**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**

North Side High School and R.L. Paschal High School

**RATIONALE:**

This board item should be approved by the Board in order to hire qualified teachers for hard-to-fill teaching vacancies in Health Science and Engineering, as permitted by the Commissioner of Education.

**INFORMATION SOURCE:**

Cynthia Rincon

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE RELAY GRADUATE SCHOOL OF EDUCATION AND FORT WORTH ISD TO ALLOW TEACHING INTERNS AT DISTRICT CAMPUSES**

**BACKGROUND:**

The Relay Graduate School of Education is an accredited national nonprofit institution of higher education serving teachers and school leaders across the country. They offer degree programs, professional development, and unique learning experiences for teachers, principals, college students, and members of the public.

Fort Worth ISD began its partnership with Relay last school year which has established a Teacher Residency program for current degreed paraprofessional and support staff. Candidates who are accepted into the program will be placed on a District campus and will work toward earning their Texas teacher certification and a master's degree. This program and partnership will assist current FWISD employees who have college degrees but do not have teaching certificates and who aspire to become certified teachers.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between the Relay Graduate School of Education and Fort Worth ISD
2. Decline to Approve Memorandum of Understanding Between the Relay Graduate School of Education and Fort Worth ISD
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between the Relay Graduate School of Education and Fort Worth ISD

**FUNDING SOURCE**

***Additional Details***

Special Revenue

211-11-6119-OTZ-XXX-30-510-000000-20F10- \$510,000

211-13-6118-OTZ-XXX-24-416-000000-19FO9- \$51,000

**COST:**

\$561,000.00 - Not to Exceed

Each Teacher Intern will be paid a salary of \$30,000 for one year while interning on a FWISD campus. The salary (payroll only) is paid for through Title I funds. Teacher mentors on each campus will receive a \$3,000 stipend for the one year.

**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**

Office of Innovation and Transformation

#105 West Handley Elementary School

#160 M. M. Walton Elementary School

#056 Riverside Middle School



**RATIONALE:**

This agreement will allow teaching interns to receive great mentorship from Fort Worth ISD teachers and administrators to later become effective teachers themselves in Fort Worth ISD. These individuals can be current FWISD employees who want to make a difference in childrens' lives by becoming a teacher. Candidates who are accepted into the two-year program will be placed on a targeted District campus for the first year and work toward earning their Texas teacher certification. The second year they can be placed in a teaching position after successfully passing the appropriate Texas Teacher certification test and will receive a master's degree through the Relay program.

**INFORMATION SOURCE:**

Jerry Moore

**Memorandum of Understanding**  
**Relay Graduate School of Education and Fort Worth ISD**  
***Relay Teaching Residency***  
***Class of 2021 (Residents Entering Summer 2019)***

**MEMORANDUM OF UNDERSTANDING OVERVIEW**

This Memorandum of Understanding (“**MOU**”) is entered into by and between the following entities: Fort Worth Independent School District (“**Partner**”) and Relay Graduate School of Education (“**Relay**”) (each a “**Party**” and collectively the “**Parties**”).

Partner and Relay propose to work together on the following educational program:

**Relay Teaching Residency:** Whereby Relay enrolls, engages and supports Resident Teachers (“**Residents**”) employed by Partner in the Relay Teaching Residency (“**Residency**”), its two-year training program, with key support provided by Partner during the operation of the program. Residents who successfully complete this program are eligible for State of Texas initial certification at the conclusion of year 1 and standard certification at the conclusion of year 2 (providing they meet all state certification requirements), and a Master of Arts in Teaching (“**MAT**”) degree at the conclusion of year 2.

This MOU outlines the scope of work and delineates the minimum roles and responsibilities of each party. For a narrative description of the goals of the Residency, please see the Relay Teaching Residency Implementation Guide.

This MOU shall become effective on 07/01/2019 (“**Effective Date**”) and shall continue through 08/01/2021 (the “**Initial Term**”) for all Residents enrolled in Class of 2021 (“**CO2021**”). Relay and Partner will renegotiate the terms for each incoming cohort thereafter. In cases where Residents are enrolled in Relay beyond the Initial Term, the conditions of this MOU will apply for Residents until their completion of the program.

## **PARTNERSHIP OVERVIEW**

### **Recruitment and Hiring**

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Partner will use its best efforts to recruit 15-20 prospective Residents by May 20, 2019. Relay will provide selection and placement services. Prospective Residents will meet the admissions requirements outlined below and will demonstrate the potential to be exceptional teachers. Relay will charge a per-Resident fee of \$5,000 for Relay-recruited Residents (\$2500 for selection only) who begin the program in SY19-20.

Partner will support Relay's prospective Resident recruitment by providing accurate hiring needs by content area and grade level by fall of 2019 and by fall of each subsequent school year (e.g., fall 2020 for Residents to begin in the summer of 2021).

Partner will provide a point person to guide Residents recruited by Relay through the process of becoming an employee at a partner school.

### **Admission to the Relay Teaching Residency Program**

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Prospective Residents must meet the minimum requirements for admission to Relay. Partner will screen for Residents' admissions eligibility during the recruitment process with support from Relay as agreed upon by Relay and Partner. Relay reserves the right to deny admission to all prospective Residents who do not meet the admissions standards below and any admissions requirements added after the Effective Date of this MOU. Once prospective Residents have been hired by Partner and have successfully completed the Relay admissions process, Relay will officially accept them into the Relay Teaching Residency.

Residents must meet the following admissions requirements:

- Secure a full-time instructional position in a grade and subject that matches their intended Relay program of study at a partner school for SY19-20;
- Have a cumulative undergraduate grade point average of 3.0 or higher on a 4.0 scale (although applicants with an undergraduate GPA lower than 3.0 but at least 2.75 may be considered for admission by submitting an additional letter of recommendation that explains their qualifications for admission to Relay). Applicants with an undergraduate GPA of at least 2.5 but less than 2.75 may be admitted as a non-matriculated student. (NOTE: Applicants who earned an undergraduate GPA of at least 2.5 AND provide an official transcript demonstrating they earned a graduate degree with a GPA of at least 3.0, may be considered for matriculated status.) Relay cannot consider applicants with an undergraduate GPA of less than 2.5 on a 4.0 scale for admission of any kind; and
- Submit all transcripts, including an official degree-conferred undergraduate transcript that shows proof of a baccalaureate degree from a regionally accredited institution of higher education.

All prospective Residents must complete the Relay online admissions application, which includes an essay, resume, recommendations, and state-specific requirements (e.g. certification exams if required). Relay will support prospective Residents in completing this application by providing clear instructions and deadlines.

## **Non-Matriculated Students**

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As noted above, applicants who do not meet Relay's undergraduate GPA minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated status. When a student has non-matriculated status, there are significant academic, financial, and certification implications. Most notably, students with non-matriculated status are not working towards a degree, not eligible for certification, not eligible for federal financial aid, and not eligible for in-school deferment. Before they can matriculate, non-matric students must:

- a. submit proof to Relay of completing all certification requirements (e.g., pass exams and workshops) leading to the first certificate they are pursuing at Relay if they are joining a Relay program leading to certification; and
- b. end the fall or spring term in good academic standing.

For more information on non-matriculated status as well as the requirements and timeline for potential matriculation, please see Appendix A.

## **Certification Requirements**

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Residents enrolled in the Relay Teaching Residency program are expected to earn their State of Texas teaching credential. Beginning with the CO2021, in order to graduate from Relay with a MAT degree, Residents must complete the necessary certification requirements in Texas in order to complete their Relay program. Relay will be responsible for communicating all certification requirements to Residents, providing all required coursework and support, maintaining all certification paperwork, and approving eligible Residents' applications for a State of Texas standard certification after successful completion of the two year program. For more information on certification, please see Relay DFW's certification policy in Appendix B.

## **Certification Areas**

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For CO2021, Relay will offer certification in the following endorsement areas:

1. Core Subjects EC-6
2. Core Subjects 4-8
3. English Language Arts & Reading 4-8 or 7-12
4. Social Studies 4-8 or 7-12
5. ELAR / Social Studies 4-8
6. Mathematics 4-8 or 7-12
7. Science 4-8 or 7-12
8. Mathematics/Science 4-8

## Salary and Benefits

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Partner will be solely responsible for compensating Residents with a full-time salary and benefits package (including health care) that is commensurate with their experience. Dallas-Fort Worth Resident salaries' will be no less than \$30,000. Residents will be considered full-time employees (not interns) and will receive a full-time salary (not a stipend).

## Tuition and Fees

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### ***Recruitment, selection, and placement fees***

Partner will be invoiced in October 2019 for all Class of 2021 Relay-recruited and/or selected residents who are enrolled as of October 1, 2019.

### ***Billing for Resident tuition contributions***

Residents will be billed for all tuition and fees related to enrollment in the Residency program.

### ***Tuition and out-of-pocket costs***

The anticipated, discounted out-of-pocket cost per year for Residents is \$3,500 for a total commitment of \$7,000 over two years. Below is an explanation of Relay's tuition structure and provisions and conditions that must be met for Residents to be eligible to receive discounted tuition.

The full cost of tuition and fees for the two-year Residency program is \$35,000 (\$17,500/year). Relay will offer institutional aid to all Residents in the amount of \$16,000 (\$8,000/year). This aid will reduce the base tuition price to \$19,000 (\$9,500/year).

### ***Tuition and fees after aid***



It is anticipated that additional aid either from an AmeriCorps Segal Education Award or from a private scholarship in the amount of \$6,000 per year will further reduce the out-of-pocket cost

for Residents to \$3,500 per year. The anticipated two-year cost of the program is \$7,000. Additional details regarding AmeriCorps participation and private scholarships can be found below.

*Tuition and fees after aid and AmeriCorps award/private scholarship*



The tuition amounts described are not inclusive of fees related to state certification including exams and application fees. Residents will be responsible for all certification-related costs, including testing fees.

***Financing options***

Relay offers federal financial aid to all eligible Residents enrolled as matriculated degree-seeking students in the Residency program. Payment plans are also available for all Residents.

***AmeriCorps participation and private scholarships***

The Residency program is an AmeriCorps-sponsored program. All Residents admitted into the program are required to apply to become AmeriCorps members each year. Enrollment in Relay's AmeriCorps program gives eligible Residents access to a Segal Education Award worth approximately \$6,000 per year in which they are enrolled in the program. A portion of the tuition charged each term will be deferred to the end of the academic year so that Residents are able to use their Segal Education Awards to pay their tuition balance when they receive their award after successful completion of the year.

If a Resident applies to AmeriCorps and is ineligible to become a member or is ineligible to receive a full Segal AmeriCorps education award, they may receive an additional private scholarship from Relay to keep their out-of-pocket cost at \$3,500. Relay may also provide private scholarships in the amount of the Segal Education Award should Relay not have enough AmeriCorps member positions to cover all Residents enrolled in the program.

### ***Special circumstances and tuition responsibilities***

Should Residents leave the program for any reason (including dismissal for failing to make satisfactory academic progress) after October 1, 2019, **they will be responsible for either paying all deferred tuition which was intended to be covered by the AmeriCorps Segal Education Award or paying back an equivalent amount of the private scholarship offered by Relay in place of the Segal Education award.** This amount will become payable immediately upon exit.

Residents who fail to pay tuition bills risk removal from the program.

If Residents are hired into full-time teaching positions in their first year of the program, they may become ineligible to remain in the Residency and will not be guaranteed Residency tuition pricing. Out-of-pocket tuition costs may increase to \$9,500 in these cases.

### **Partnership Communication**

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Relay's Director of Operations, and Partner's Executive Director of School and External Partnerships will be the point-persons for all communication. Relay will provide regular updates regarding Residents' progress, upcoming coursework, and other relevant data. Partner point-person will attend at least quarterly in-person meetings with Relay point person to assess the progress of the partnership.

### **Videotaping in the Classroom**

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To support Residents in submitting video assessments, Partner will permit Residents to videotape in their PK-12 classroom throughout their enrollment in the program. All Residents will be required to obtain and submit to Relay a School Authorization form (Appendix D), which requires them to obtain their school leader's permission to videotape in their classroom. Partner will assist Residents in obtaining all required media releases.

### **Data and Reporting**

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Partner will allow Residents to submit PK-12 student test data to Relay for PK-12 students taught by Residents, and will comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) when sharing the information. Partner agrees to share employment information about Relay teachers and PK-12 student data with Relay annually, including state test scores, while Residents are still employed at Partner, including after they graduate from Relay. Partner may also be asked to share additional PK-12 assessment or attendance data while Residents are still employed at Partner, including after they graduate from Relay, and Partner will make best efforts to satisfy these requests. The "Data and Reporting" section survives termination of this MOU.

Relay agrees that all PK-12 student data collected will be stripped of identifying information, such as student names or social security numbers, as consistent with applicable state and federal laws and will not be shared externally except in aggregate. Relay will be responsible for reporting data to AmeriCorps and other funders as applicable. Relay's use of the data will be consistent with FERPA.

Partner and Relay will abide by the terms outlined in the Data Use Agreement (DUA) (Appendix C).

## **Intellectual Property**

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Partner understands and acknowledges that Relay creates its own intellectual property (“IP”)—including but not limited to curricula, instructional materials, multimedia, technologies, software, videos, trademarks, trade names, and logos—and licenses others’ IP in order to deliver its educational programs. Partner agrees that Relay (and/or its licensors) retain all right, title, and interest in and to the IP that Relay provides to Partner and its Residents. Relay makes this IP available to Partner’s Residents through a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license solely for Residents’ personal, noncommercial, educational use while enrolled in Relay’s programs. Partner agrees that neither it nor its Residents shall distribute, make derivative works from, or otherwise make available Relay’s or its licensors’ IP for any other purpose. Partner understands and acknowledges that Relay may revoke this limited license at Relay’s sole discretion. Other than as expressly set forth here, no license or other rights in Relay’s or its licensors’ IP are granted to Partner or its Residents, and all such rights are hereby expressly reserved.

## **RESIDENCY COMMITMENTS OVERVIEW**

### **Job Description**

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Partner, using the provided Relay Residency Implementation Guide, will craft a job description for Relay Residents that allows Residents to fully participate in all required aspects of Relay training and coursework.

### **Resident Advisor Selection**

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Partner will recruit and select teachers to serve as Resident Advisors (“RAs”) in collaboration with Relay faculty. RAs will have a history of strong student achievement results and performance in the PK-12 classroom. Partner will evaluate RA candidates on the Resident Advisor Selection Tool to both determine readiness and required areas of support. Partners will review RA candidates with Relay to ensure that RAs meet selection criteria or have an RA support plan in place. RAs will be matched one-on-one with Residents in their own certification area. If Relay determines at any point that the RA is unsuitable to support and mentor Residents, Relay reserves the right to request that Partner removes the RA from their role.



The minimum requirement for RAs are as follows:

- Three years of teaching experience
- One year of experience at the school site where the Resident will be placed
- Proven record of strong results with students
- A willingness and capacity to share instructional space and instructional time to support the Resident's growth
- A desire to mentor and support aspiring teachers

## **Resident Advisor Training and Support**

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In addition, during the school year, RAs will attend 7 mandatory training session (date TBD), as well as optional Gateway norming sessions. These sessions include:

- Resident Advisor Training: Orientation – 3 hours
- Resident Advisor Coaching Training: Observation and Feedback – 6 hours
  - Resident Advisor Coaching Practice: Observation and Feedback – 2 hours
- Resident Advisor Coaching Training: Real Time Coaching – 6 hours
  - Resident Advisor Coaching Practice: Real Time Coaching – 2 hours
- Resident Advisor Coaching Training: Looking at Student Work – 6 hours
  - Resident Advisor Coaching Practice: Looking at Student Work – 2 hours

Partner and Relay will work together to determine appropriate timing for sessions, including securing release days (if appropriate) and reviewing the schedule with schools to ensure compliance.

Relay will provide RAs with access to relevant Relay coursework, Relay's online video library of relevant teaching practices, and Relay's digital library. Relay will also support RAs through co-observations in school at least 3 times a year. Relay will monitor feedback and action steps given to Residents and provide written and in-person support to improve quality.

Partner will support RAs through co-observations with instructional coaches and rehearsing feedback, when appropriate.

## **Resident Advisor Responsibilities**

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Residents will spend at least one period per school day in the RA's classroom. RAs will model best teaching practices, provide guidance on school culture and systems, and meet with Residents a minimum of once per week to provide support. RAs will communicate Residents' progress to the Relay DFW Director of Residency a minimum of five times throughout the year, corresponding to the Gateway Assessments ("Gateways").

## **Partner Commitments to Supporting the Resident Advisor Role**

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Partner commitments to the Resident Advisor role include:

- Selecting appropriate Resident Advisors
- Create support plans for any Resident Advisor who may be missing a few pre-requisite skills
- Ensure Residents are able to spend at least one period per day in their RAs classroom
- Ensure RAs are able to support Residents at least once a week
- Partner provides a weekly common planning time for Residents to meet with their RA
- Commit to RAs using a common action step tracker for Residents
- Commit to mandatory attendance for RA trainings
- Create opportunities for Resident Advisor to receive support on coaching from instructional leaders at school sites
- Ensure Resident Advisors and school site leaders appropriately and collaboratively score Resident Gateway assessments

## **Resident Management and Support**

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Residents' manager will be the RA's manager.

## **Gradual On-Ramp**

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The partner will provide Residents a structured on-ramp into teaching as their skills and effectiveness increase throughout the year. Proficiency and readiness to take on more teaching opportunities is dependent on school assessment of performance and the Relay gateways (described below). By late spring, Residents move into more consistent teaching of at least one period per day in order to demonstrate readiness for full time teaching the following year. Residents will teach at least 1-3 full weeks to acclimate to the schedule of a full-time teacher. If Residents show promise and proficiency, the school may accelerate their on-ramp only in coordination and agreement with Relay.

## **Summer 1**

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Residents will participate in intensive, pre-service Summer 1 class sessions as a part of the Relay program. For CO2021, all Residents will be required to attend a week-long summer program, from July 11<sup>th</sup>- July 20<sup>th</sup>. Relay will work with Partner to align dates with Partner and campus-specific training, to the greatest extent possible.

## **Deliberate Practice Sessions**

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Attendance at Deliberate Practice sessions is mandatory for all Residents in the first year of the program. Deliberate Practice sessions are three hours and will be held approximately every week of the academic year, with exact dates and times to be determined. Deliberate Practice sessions will be held during the school day at a time TBD and will occur weekly at this time until

the end of the school year. Sessions will be held at a central location. Partner will release Residents from any responsibilities during Deliberate Practice sessions so that they are able to attend each week. Relay will provide a calendar of Deliberate Practice sessions no later than June 1, 2019. Deliberate Practice session dates and times are subject to change.

## **Coursework**

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Residents will complete MAT coursework and will attend in-person class sessions approximately three times per month (two weeknights and one Saturday), which will continue through both years of the program. Residents will make satisfactory academic progress as defined by Relay across all Relay assessments and observations. Failing to make satisfactory academic progress for two consecutive terms may trigger an academic performance review and possible exit from the program. Relay will provide a calendar of Relay class sessions no later than June 1, 2019. Class dates and times are subject to change.

## **Assessments and Gateways**

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Since Relay is a performance and proficiency-based program, there are multiple performance assessments throughout the year to determine whether the Residents are making adequate progress towards becoming lead teachers. Assessments include videos, observations, lesson plans, reflections, data trackers, and data driven action plans. Assessments vary by content and are scored based on customized performance rubrics.

Gateways serve as checkpoints to both identify and communicate whether Residents are on track to becoming lead teachers/teachers of record. As such, proficiency levels determine Residents' ability to move to the next level of the program. Residents are evaluated by the Relay faculty and their school based Resident Advisors on Gateway rubrics, with the Relay faculty determining the final score for Residents. There are three possible responses to the Gateways:

- If the Residents are proficient, then they will move ahead.
- If the Residents struggle, then they will receive extra remediation and be assessed again.
- Should Residents fail a Gateway multiple times, therefore failing to demonstrate readiness to take on further instructional responsibilities and move on with their cohort, they will be put on a performance improvement plan and may be dismissed from the Relay Residency Program which may have significant financial implications for the Resident and/or employing partner (see "Special circumstances and tuition responsibilities" section above)

Relay may dismiss Residents based on Gateway performance; it is up to the school whether the Resident remains employed after a Gateway dismissal.

## **Year 2 for Residents**

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The Relay Teaching Residency is a two-year program. As part of the final Gateway for the first year of the Residency, Partner will work to identify appropriate full-time lead teaching

placement for Residents at the conclusion of the first year of the program. Partner will continue to support Residents who are hired into full-time lead teaching placements in Relay coursework during their second year as students.

## **AMERICORPS Overview**

The Relay Teaching Residency is an AmeriCorps-sponsored program. All Residents admitted into the program are required to apply to become AmeriCorps members. On the application, they may indicate if they are ineligible (e.g., already serving in another AmeriCorps program at time of enrollment, such as City Year), or they do not meet AmeriCorps eligibility requirements.)

### **AmeriCorps Application**

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Partner recognizes that the Relay Residency Program is an AmeriCorps-sponsored program. Relay will manage all AmeriCorps-related paperwork and applications to ensure that Residents are enrolled as AmeriCorps members for the school year. Partner will support its candidates in all the requirements for full and active participation in an AmeriCorps program, including completing the AmeriCorps service membership application process, providing participants with RAs, hosting AmeriCorps site visits as needed, monitoring members, and regular and frequent communication with Relay’s AmeriCorps program. **If the Partner is unable to support a candidate in applying for an AmeriCorps membership, the candidate will lose his or her Relay scholarship, and the Resident will be required to pay the balance of the student’s tuition.**

### **Citizenship**

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Only Residents with United States citizenship or permanent resident status are eligible to enroll in AmeriCorps. Residents may indicate that they do not meet this requirement in their AmeriCorps application – and will not be selected for the program if this is the case.

### **Criminal History Checks**

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As required by the federal Corporation for National and Community Service (“CNCS”) in its administration of AmeriCorps, all Residents must pass a three-part criminal history check. Relay will facilitate FBI, state, and National Sex Offender Registry checks that are in compliance with AmeriCorps regulations. Criminal history checks must be completed before Residents begin service. Relay agrees to verify its Residents’ identification using a government-issued photo ID and obtain and maintain written consent from Residents before initiating criminal history checks. Relay agrees to share documentation of consent and identity verification with Partner if necessary. Relay agrees to review the FBI/state check results from the state repository for Residents. Relay will provide Residents appropriate due process to appeal the result, if requested. Relay acknowledges that any individual who is registered, or required to be registered, on a sex offender registry or who was convicted of murder will not be cleared to

participate in the Residency. Relay agrees to keep the original copy of the clearance letter in the Resident's personnel file on site.

## **Prohibited Activities for AmeriCorps Members**

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As required by CNCS, AmeriCorps members are expected to conduct themselves and their affairs in a manner that is honest, ethical, and which brings good credit to themselves, the organization they serve, and AmeriCorps. Partner agrees to act in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps and agrees not to ask Residents to participate in activities prohibited for AmeriCorps members. As defined by AmeriCorps, prohibited activities which Partner agrees not to ask Residents to participate in while representing AmeriCorps (e.g., wearing clothing with the AmeriCorps logo) include:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting, or deterring union organizing
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- Providing a direct benefit to:
  - A business organized for profit;
  - A labor union;
  - A partisan political organization; or
  - A religious organization;
- Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- Providing abortion services or referrals for receipt of such services; and
- Such other activities as CNCS may prohibit.

## **AmeriCorps Service Activities**

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AmeriCorps members are occasionally required to engage in state-mandated service events that may take them away from their service site. On those occasions, members may be

required to report to a different service site. The Partner agrees to excuse Relay Residents to report for their commission-mandated service when so requested.

### **Additional AmeriCorps Regulations**

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Partner agrees to comply with all other AmeriCorps regulations, including the following:

1. Ensure that Residents do not, under any circumstance, perform services, duties, or activities that are assigned to an employee or to an employee who has recently resigned or been terminated. Residents cannot serve Partner in a way that will displace an employee or position or infringe upon an employee's promotional opportunities.
2. Ensure that all service sites are accessible to persons with disabilities and provide reasonable accommodations to the known intellectual or physical disabilities of Residents. All hiring must be made without regard to the need to provide reasonable accommodations.
3. Ensure that Residents are not fundraising for the Partner general operating budget or endowment.
4. Identify Partner as an AmeriCorps site by allowing Residents to hang an AmeriCorps poster on campus.
5. Allow Residents to wear the AmeriCorps logo as required by state grants. This can be a pin or lanyard and does not need to violate Partner's professional dress code.
6. Identify Partner as "hosting an AmeriCorps member" and acting as an "AmeriCorps service site" when speaking of the Residency.
7. Provide Residents a full-time salary and benefits to which regular full-time employees are entitled, including healthcare, vacation, and sick-leave.

### **Nondiscrimination**

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*General Prohibition:* No person with responsibilities in the operation of the project, whether affiliated with Partner or Relay, shall discriminate against Residents, or member of the staff of, or beneficiary of the project on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, political affiliation, marital or parental status, military service, or any other basis prohibited by federal, state or local law.

*Sexual Harassment:* Sexual Harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. Partner must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include, but are not limited to:

1. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether Partner, its agents, or supervisory employees should have known of the acts.
2. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

3. Acts of sexual harassment toward fellow Residents, Partner employees, or non-employees, where Partner, its agent, or its supervisory employees knew or should have known about the conduct, unless it took immediate and appropriate corrective action.

### **Drug-Free Workplace**

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In accordance with the Federal Drug-Free Workplace Act of 1988, Relay and Partner are jointly committed to maintaining a drug- and alcohol-free environment. Partner affirms that:

1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and places of services.
2. Actions, including termination from the Residency, may be taken against Residents for violations of such prohibitions. If it is determined that Residents possessed, or possess, or used illegal drugs during the Residency and/or was under the influence of alcoholic beverages during service, they will be subject to dismissal from the Residency.
3. Partner affirms that it will notify Relay immediately if Residents are convicted of a drug offense or of being under the influence of alcohol while performing their duties during the Residency.
4. As part of new member orientation, Partner will inform Residents of these provisions and consequences for noncompliance.

### **Time Keeping and AmeriCorps Paperwork**

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Partner acknowledges that all Residents must engage in meaningful service at their school (e.g., co-teaching, lesson planning, leading small groups, and supervising activities) for at least **1,700 hours** each year in order to receive their AmeriCorps Education Award. Partner must provide Residents adequate opportunities to satisfy this requirement. Partner agrees to collaborate with Relay to ensure that hours are verified and tracked according to AmeriCorps timekeeping requirements. School agrees to complete and submit a signed record of satisfactory performance, attendance, and AmeriCorps term completion to Relay at the end of each term. Relay will provide the template for this memo. Partner will ensure Residents complete any/all requested AmeriCorps paperwork in a timely manner, including but not limited to assessments and exit paperwork.

### **SUMMARY OF PARTNER COMMITMENTS TO RELAY TEACHING RESIDENCY**

Partner commitments to the Relay Teaching Residency include the following:

- Partner crafts job description that prioritizes school-based support and learning the craft of teaching by building in time for observation of the assigned Resident Advisor and allowing for a gradual release of responsibility for a full classroom.
- Partner hires 15-20 Residents into full-time positions in their schools.
- Partner provides Residents with a strong RA who has the time and expertise required to mentor and coach an aspiring teacher.
- Partner provides at least one period daily where Residents observe or co-teach with their Resident Advisor.

- Partner provides a weekly common planning time for Residents to meet with their RA.
- Partner provides accurate scores for Resident's Gateway assessments written by either the Resident Advisor or an administrative designee
- Partner requires Residents to remain enrolled at Relay for the duration of the two-year program.
- Partner adheres to Residents' gradual on-ramp unless a change to the Resident's teaching responsibilities is agreed upon by Relay and partner.
- Partner ensures that Residents remain in a Residency role during the school year and do not become the full-time teacher of record. **In addition to programmatic issues, such a change would cause Residents to lose their eligibility to earn an AmeriCorps Segal Education Award.**
- Partner requires Residents to attend Relay's pre-service, Summer 1 class sessions the summer before their first Residency year.
- Partner requires Residents to attend all Relay classes and Deliberate Practice sessions.
  - Deliberate Practice sessions are held for three hours per week during the school day. Relay will make its best effort to schedule Deliberate Practice at a time preferred by partners, but cannot guarantee partners' first choice scheduling preferences.
- Partner requires Residents to attend Relay's Summer 2 class sessions during the summer before their second year in the program.
- Partner emails Relay notification of any change in Residents' teaching placement/certification areas. This includes a change in grade teaching, subject teaching, and/or teaching position title or responsibilities.
- Partner shares necessary data with Relay (as outlined in Data Agreement, Appendix C).
- Partner signs-off on Resident service hours and performance for AmeriCorps evaluations



## OVERVIEW OF REQUESTS FROM RELAY

A summary of requests to the Partner/Partner's enrolled Residents from Relay is provided below so that Partner may see the timing of each of the requests enumerated herein as well as those that will be asked of their employed Residents for the first year of this MOU. An updated chart will be provided along with addenda to any key Relay policies will be provided in September 2020.

Month	Request	Action by Partner	Action by Residents
August 2019	1. Submit data about enrolled Relay students and other teachers in the school/network/district to Relay's Research team (Partner) 3. Identify Resident Advisors (Partner) 4. Enroll in AmeriCorps (Residents)	x	x
September 2019	1. Obtain signed School Authorization form (Appendix D) from each building-level leader for each Resident in a given school (Residents) 2. Pay Relay tuition (Partner/Residents) 3. Participate in AmeriCorps Days of Service if scheduled (Residents)		x
October 2019	1. Provide recruited Resident numbers to Relay for SY2020-2021	x	
November 2019	1. Submit student-level data for AmeriCorps reporting		x
December 2019	--		
January 2020	1. Supply data for Resident AmeriCorps mid-term evaluation	x	
February 2020	1. Pay Relay tuition (Residents)		x
March 2020	1. Submit student-level data for AmeriCorps reporting		x
April 2020	--		
May 2020	1. Complete Resident hiring for SY2020-2021 2. Complete Resident hire-ups for CO2020	x	
June 2020	1. Complete AmeriCorps exit process (Residents) 2. Submit student-level data for AmeriCorps reporting (Residents) 3. Sign MOU for SY2020-2021 (CO2022) (Partner)	x	x

July 2020	1. Pay Relay Year 2 summer term tuition (Residents) 2. Sign Year 1 AmeriCorps Segal Education award over to Relay to cover deferred tuition in Year 1 (Residents)		x
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**Miscellaneous Provisions**

**Modifications and Waivers**

No provision of this MOU shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement or provision of this MOU or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of Services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this MOU and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties. No waiver of any breach shall affect this MOU, but each and every term, covenant, agreement and provision of this MOU shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

**Entire Agreement**

No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this MOU have been made or entered into by either Party with respect to the subject matter of this MOU. This MOU contains the entire understanding of the Parties with respect to the subject matter hereof.

**Confidentiality**

The Parties acknowledge that, during the term of this MOU, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending Partner schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this MOU and information protected by federal, state and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this MOU. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

**Indemnity**

To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless each other, and their respective successors, assigns, trustees, directors, officers, employees, agents and students from and against all actions, causes of action, claim, losses, and demands

whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of services under this MOU, except as to those acts, errors and omissions that are due to the sole negligence of the party to be indemnified.

#### Severability

If any term or provision of this MOU is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part shall be stricken from this MOU, and such provision shall not affect the legality, enforceability or validity of the remainder of this MOU. If any provision or part thereof of this MOU is stricken in accordance with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as legally possible. Should any provision of the MOU require interpretation or construction, it is agreed by the parties that the MOU shall be interpreted and construed as having been drafted jointly, and that the tribunal or entity so interpreting or construing the MOU shall not apply any presumption by reason of the doctrine of construction that a document is to be construed more strictly against the party which prepared the document.

#### Non-Assignment

Neither this MOU nor any of the rights, interests or obligations under this MOU shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.

#### Construction

The headings of sections contained in this MOU are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU.

#### Governing Law and Venue

This MOU shall be construed and enforced in accordance with the substantive laws of the State of New York applicable to agreements made and wholly to be performed in the State of New York without recourse to any principles of choice of laws; and the federal and state courts located in New York County shall have sole and exclusive jurisdiction to construe and enforce the MOU.

#### Compliance with the Law

Partner and Relay shall comply with the applicable federal, state and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.

Dispute Resolution

Any dispute or controversy between the Partner and Relay arising out of or in connection with this MOU can be resolved through binding arbitration by the agreement of the Parties instead of litigation. The Parties will commence the arbitration through the general Arbitration Rules of the American Arbitration Association then in effect (the "Rules") in New York County or, at the agreement of the Parties a similar dispute resolution company. The Parties shall share the cost of arbitration and each Party shall be responsible for their respective lawyers' fees and costs. Notwithstanding the foregoing sentence, the Parties mutually agree that they shall, before commencing any arbitration or litigation, disclose the facts and matters relevant to the subject matter of such dispute, claim or controversy to the other Party and endeavor in good faith to discuss the matter and seek a mutual resolution among the Parties so as to avoid an adversarial proceeding. Each Party shall identify a person who is to be notified in the event of a dispute and who shall be responsible for seeking to comply with the intent of this provision.

Termination

Relay and Partner shall have the right to terminate this MOU with or without cause upon thirty (30) days prior written notice to the other party.

Notices

Any notice, demand, or other communication required or permitted to be given under this MOU shall be in writing and shall be delivered to the address of such Party as set forth below:

[Insert addresses for notice]

By signing this form, the Partner and Relay agree to the above terms.

<b>Relay Graduate School of Education</b>	<b>Fort Worth Independent School District</b>
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**Signature**

**Signature**

Pamela Inbasekaran

**Print Name**

**Print Name**

Executive Vice President

**Title**

**Title**

**Date**

**Date**

## APPENDIX A: NON-MATRICULATED STUDENT POLICY

### Policy & FAQ: Undergraduate GPA Non-Matriculated Status at Relay

*Admissions 2018 and 2019 (for students applying to a 2018-19 or 2019-20 Relay MAT and/or Teacher Certification program)*

#### Policy Headlines

1. Applicants who do not meet Relay’s undergraduate GPA minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated (i.e., non-matric) status.
2. When a student is non-matric, there are significant academic, financial, and certification implications (outlined below). Most notably, non-matrics are not working towards a degree, not eligible for certification, not eligible for federal financial aid, and not eligible for in-school deferment.
3. Before they can matriculate, non-matric students must:
  - a. submit proof to Relay of completing all certification requirements completed during the first year of their program (e.g., pass exams and workshops) if they are joining a Relay program leading to certification; and
  - b. end the fall or spring term in good academic standing.
4. Given those implications, applicants should very carefully consider whether or not the non-matric option is right for them. It is strongly recommended that applicants consult the schools where they will be teaching and/or their sponsoring organization about this decision.

#### Policy FAQ

Question	Answer
<b>1. Who does the non-matric (GPA) policy apply to?</b>	<ul style="list-style-type: none"> <li>● Applicants whose undergraduate GPA is below a 2.75 are not eligible to matriculate at Relay.*</li> <li>● Applicants whose undergraduate GPA is at least a 2.5, but below a 2.75, may be eligible for non-matric status.</li> <li>● Applicants who earned an undergraduate GPA of at least 2.5 AND provide an official transcript demonstrating they earned a graduate degree with a GPA of at least 3.0, may be considered for matriculated status.</li> </ul>
<b>2. What are the implications of being a non-matric?</b>	<i>Below are the academic, certification, and financial implications of being non-matric at Relay. Read the next section for how those implications change should a student matriculate.</i>

	<p>Academic Implications</p> <ul style="list-style-type: none"> <li>● A student takes coursework (e.g., attends class and completes online coursework and assignments).</li> <li>● A student is not working towards a degree (for those joining a degree track).</li> <li>● A student earns credit for courses they are enrolled in upon receiving a passing grade.</li> </ul> <p>Certification Implications (for those joining a program leading to certification)</p> <ul style="list-style-type: none"> <li>● A student is not eligible to be recommended for certification and cannot obtain certification.</li> <li>● The student must complete all certification requirements completed during the first year of their program (e.g., pass exams and workshops) before they can matriculate.</li> </ul> <p>Financial Implications</p> <ul style="list-style-type: none"> <li>● A student is not eligible for federal financial aid (i.e., Title IV federal loans and TEACH grants).</li> <li>● A student is not eligible to receive in-school deferment for pre-existing student loans.</li> <li>● A student must be prepared to pay tuition and fees out of pocket, as well as make payments on any pre-existing student loans.</li> <li>● A student will not receive a 1098-T.</li> </ul>
<p><b>3. What happens after a non-matric student matriculates?</b></p>	<ul style="list-style-type: none"> <li>● A student is now working towards a degree (for those joining a degree track).</li> <li>● A student may be eligible for certification upon satisfying state and Relay requirements (for those joining a program leading to certification).</li> <li>● A student becomes eligible to apply for Title IV federal financial aid (for those in a Relay program and campus eligible for financial aid).</li> <li>● A student continues to earn credit for coursework upon receiving a passing grade.</li> </ul>

<p><b>4. How does a non-matric (GPA) student matriculate?</b></p>	<ul style="list-style-type: none"> <li>● Finish the first fall or spring term in good academic standing (as defined in Relay’s Program Guide), according to their Dean’s Office end of term progress report; <b>AND</b></li> <li>● Provide official proof to Relay, through processes shared by their Dean’s Office, that they satisfied all state certification requirements for their program (e.g., pass all exams and workshops). This requirement applies only to those in programs requiring certification.</li> <li>● Students must satisfy both academic and certification requirements in order to matriculate. Students, however, do not need to satisfy academic and certification requirements during the same term.</li> </ul>
<p><b>5. When can a non-matric (GPA) student matriculate?</b></p>	<ul style="list-style-type: none"> <li>● Students must end the academic term in good academic standing to matriculate. Those joining a Relay program leading to certification must submit proof to Relay of completing all certification requirements completed during the first year of their program (e.g., pass exams and workshops) before they can matriculate.</li> <li>● Students have the opportunity to matriculate on two separate occasions during their first year at Relay.</li> <li>● The first opportunity is at the end of the first fall term (Date TBA). <ul style="list-style-type: none"> <li>a. If students do not meet the end of fall <b>academic and certification</b> matriculation standards, students may continue to the spring term as non-matric. However, if students’ end-of-term academic performance is at or below the bar for dismissal, students will be dismissed. They will have earned credit for coursework for which they received a passing grade.</li> </ul> </li> <li>● The second opportunity is at the end of the spring term (Date TBA). <ul style="list-style-type: none"> <li>a. If students do not meet the end of spring <b>academic and certification</b> matriculation standards, students will be dismissed from Relay. Students will have earned credit for coursework for which they received a passing grade.</li> </ul> </li> <li>● Students do not have the opportunity to matriculate between terms.</li> </ul>

<p><b>6. How does an applicant apply to be a non-matric (GPA)?</b></p>	<ul style="list-style-type: none"> <li>● Complete the same admissions application and process as matriculated students here.</li> <li>● Ensure the official transcript demonstrating proof of a bachelor’s degree reflects at least a 2.5 undergraduate GPA and submit that with the online application.</li> <li>● Upload a second recommendation on the online application by the application deadline.</li> <li>● Make a plan in collaboration with the applicant’s PK-12 school of employment.</li> <li>● Sign and date the bottom of this document and upload it onto the admissions portal.</li> </ul>
<p><b>7. Are applicants whose undergraduate GPA is below a 2.5 eligible to be a non-matric (GPA)?</b></p>	<ul style="list-style-type: none"> <li>● Unfortunately, applicants whose undergraduate GPA is below a 2.5 are ineligible for enrollment in a Relay MAT or teacher certification track.</li> </ul>
<p><b>8. How does the non-matric policy interact with Relay’s leave of absence policy?</b></p>	<ul style="list-style-type: none"> <li>● If a student takes a leave of absence from Relay upon satisfying the academic requirements to matriculate, but has not yet passed the certification requirements to matriculate, the following policy applies: If the student has passed the certification requirements when they request to return to Relay, the student may be eligible to re-enter Relay as a matriculated student, pending the Dean's Office approval.</li> <li>● Individuals with non-matric status may not take a leave of absence after the 0% billing refund date of their spring term. In order to be readmitted as a non-matric for a future term, students who met satisfactory academic progress at least once prior to being withdrawn will need to complete their certification requirements, resolve all outstanding financial balances, and receive approval from the Dean’s Office after sharing their compelling reason for their readmissions.</li> </ul>



## APPENDIX B: CAMPUS CERTIFICATION POLICY

Incoming graduate students seeking certification through the Relay Residency Class of 2021 will be required to hold a Probationary or Intern Certificate during the second year of the program, and, upon successful completion of all state requirements, will be eligible for a Standard Certificate (see Table 1 below). Residents seeking certification are required to pass the TExES Content Test and are highly encouraged to do so as a Pre-Admissions Content Test prior to Orientation. Residents who do not pass the Content Test prior to Orientation will be required to complete a certification counseling session and additional test preparation. By the end of the Spring 1 term, Residents seeking certification must be eligible for a Probationary or Intern Certificate and obtain a lead teaching position for the upcoming school year or they will be at risk of dismissal.

**TABLE 1. SEQUENCE OF TEACHING CERTIFICATES IN TEXAS**

During Year 1 of the Teaching Residency Program	During Year 2 of the Teaching Residency Program	Upon completing your academic program at Relay
Residents do not hold a certificate.	Teachers hold a Probationary or Intern certificate	Teachers earn a Standard Certificate

## APPENDIX C DATA USE AGREEMENT

This Data Use Agreement (the “**Agreement**”) is made and entered into as of the Effective Date of the parent MOU between Relay and Partner (each a “**Party**” and collectively the “**Parties**”).

**WHEREAS**, the Parties share the interest of better preparing educators to lead their students to remarkably positive academic and life outcomes;

**WHEREAS**, the Family Educational Rights and Privacy Act (“**FERPA**”) (20 USC § 1232g; 34 CFR Part 99) makes confidential personally identifiable student information in education records and, subject to certain exceptions, prohibits the disclosure of such information to third parties;

**WHEREAS**, Relay has a need to study the effectiveness of its programs in order to improve its instruction, as referenced in 34 CFR § 99.31(a)(6)(i)(C);

**WHEREAS**, the Partner may also benefit from instructional improvements resulting from Relay’s aforementioned studies; and

**WHEREAS**, 34 CFR § 99.31(b)(1) enables the Partner to share certain information with Relay to support Relay’s instructional-improvement-related studies;

**NOW, THEREFORE**, the Parties agree as follows:

1. **Statement of Purpose.**

- a. **Research Rationale.** As part of the Partner’s ongoing efforts to improve its quality of instruction and raise student achievement, the Partner will engage, enroll, and support some of its employed teachers as students in Relay’s training and educational programs. In order to assess the effectiveness and impact of Relay’s programs on the quality of instruction of Partner’s teachers and the achievement of Partner’s students, Partner will provide Relay with access to certain Partner Data as described in this Agreement.
- b. **Research Questions.** The Partner Data will be used by Relay to determine whether teachers’ participation in Relay’s programs enhances teachers’ quality of instruction and student achievement (the “**Research**”). These insights will assist the Partner in evaluating its efforts to increase instructional efficacy among its teachers and academic achievement among its students.

2. **Term and Termination.**

All applicable terms and conditions in the accompanying MOU are incorporated into this agreement.

- a. **Term.** This Agreement takes effect upon the Effective Date of the parent MOU executed between the Parties and shall remain in effect until three years (36 months) from the date of this agreement, or until terminated by either Party, whichever occurs first (the “Term”). At least sixty (60) days prior to the expiration of the Term, the Parties shall work together in good faith to re-evaluate this Agreement to consider renewal and/or renegotiation of the terms as appropriate.
  - b. **Termination for Convenience.** Either Party may terminate this Agreement for any reason or for no reason by providing thirty (30) days written notice to the other Party.
3. **Data Disclosure.** To support Relay’s Research, the Partner agrees to share with Relay certain data files and fields (the Partner Data, as defined below). To facilitate the Partner’s preparation of the Partner Data, Relay shall provide the Partner with certain data to identify Relay-trained educators (the Relay Data, as defined below).
- a. **Scope of Relay Data Sharing.** Relay agrees to share with Partner the following data to identify Relay-trained educators employed by the Partner (the “Relay Data”):
    - i. Name;
    - ii. Date of birth; and
    - iii. School where last employed.
  - b. **Timing of Relay Data Sharing.** Relay agrees to provide the Relay Data to Partner on July 1st of each calendar year that this Agreement is in effect.
  - c. **Scope of Partner Data Sharing.** The Partner agrees to share with Relay the following data files and fields (the “Partner Data”) for the current academic year as well as the prior two academic years (i.e., 2016-2017 and 2017-2018, as available). Partner agrees to provide Relay with the following Partner Data for *all* teachers in the schools where Relay-trained educators are employed (i.e., not only for Relay-trained educators in the schools where they work, but *also* for non-Relay-trained educator peers working in the same schools).
    - i. Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, and tenure status;
    - ii. Teacher demographic information (e.g., gender, race/ethnicity);

- iii. Individual student achievement test results with linkage to teachers (provided at the student level and de-identified to ensure that no personally identifiable data about P-12 students are included); and
  - iv. Individual student records detailing demographics (e.g., gender, race/ethnicity) and school attendance.
- d. **Timing of Partner Data Sharing.** Partner agrees to provide the Partner Data to Relay within one month of when the data are available or by August 15th of each calendar year that this Agreement is in effect, whichever occurs first.
- e. **De-Identification of Partner Data.** In order to minimize the amount of personally identifiable information (“PII”) transported outside of Partner’s systems, Partner will, or will work with Relay to, remove PII elements for non-Relay-trained teachers and for P-12 students before the Partner Data are transferred to Relay.

4. **Confidentiality.**

- a. **Compliance with Relevant Laws.** This Agreement is entered into by Relay and the Partner in accordance with the provisions of FERPA, its implementing regulations, and any applicable state laws (the “**Relevant Laws**”). In particular, the Parties acknowledge that all Partner Data and Relay Data that include PII contained in or derived from education records and/or teacher evaluations are deemed confidential pursuant to Relevant Laws.
- b. **Confidentiality of Partner Data.** Relay agrees that it shall not disclose the Partner Data to any third party:
- i. Without the Partner’s prior, written permission; and
  - ii. In a manner that violates the terms of Relevant Laws.
  - iii. Notwithstanding these confidentiality obligations, Partner acknowledges that Relay outsources to contractors (“**Research Contractors**”) some of its Research functions as permitted by 34 CFR § 99.31(a)(1)(i)(B), that Relay’s Research Contractors are bound by similar confidentiality obligations (as per Section 5.3) and by FERPA, and that Relay may disclose Partner Data to its Research Contractors in order to produce the Research.
- c. **Confidentiality of Relay Data.** Partner agrees that it shall not disclose the Relay Data to any third party:
- i. Without Relay’s prior, written permission; and
  - ii. In a manner that violates the terms of Relevant Laws.

- d. **Survival of Confidentiality Obligations.** The terms of this Section 4 shall survive any expiration or termination of this Agreement.

5. **Restrictions on Use.**

- a. **Use of Partner Data Solely to Support Research.** Relay agrees to collect and use any Partner Data disclosed by the Partner solely for the purposes of the Research pursuant to this Agreement. Relay understands that this Agreement does not convey any ownership rights of the Partner Data to Relay.
- b. **Use of Relay Data Solely to Support Research.** Partner agrees to collect and use any Relay Data disclosed by Relay solely for the purposes of the Research pursuant to this Agreement. Partner understands that this Agreement does not convey any ownership rights of the Relay Data to the Partner.
- c. **Limited Access.** Each Party shall limit access to the other Party's confidential information to individuals working on the Research with legitimate interests in the information and on a need-to-know basis.
- d. **Survival of Restrictions on Use.** The terms of this Section 5 shall survive any expiration or termination of this Agreement.

6. **Reports.**

- a. **Review Period.** In order to protect the confidentiality of the Partner Data per Section 4, Relay agrees to provide to Partner any proposed publications or presentations which are to make public any findings, data, or results of the Research under this Agreement for Partner's review and comment at least fourteen (14) calendar days prior to submission of a manuscript or abstract for publication or the date of the presentation, provided that such review shall be limited to the identification of confidential information contained in the publication. If Relay does not receive a written response from Partner after fourteen (14) calendar days regarding Relay's advisory under this Section 6(a), then Relay shall have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by Partner.
- b. **Ownership.** Relay shall own the copyright in any works it originally authors under this Agreement.

7. **Liaison Officials.** Relay's and the Partner's liaisons for the implementation of this Agreement are as follows. For the avoidance of doubt, this Agreement may not be modified or altered by the following liaisons—rather, this Agreement may only be modified or altered by the signatories at the bottom of this Agreement or by other duly authorized representatives of the Partner and Relay.

Anne-Marie Hoxie  
Chief Research Officer  
Relay Graduate School of Education  
40 W. 20th St.  
Seventh Floor  
New York, NY 10011  
ahoxie@relay.edu  
212-228-1888

Arista Owens-McGowan  
ED of School and External Partnerships  
Fort Worth Independent School District  
100 N. University Blvd.  
Fort Worth, Texas 76107  
Arista.Owens-Mcgowan@fwisd.org  
817-814-1700

8. **General.**

- a. **Entire Agreement.** This Agreement expresses the entire agreement of the Parties and shall not be modified or altered except in writing executed by duly authorized representatives of the Partner and Relay, and in a manner consistent with Relevant Laws.
- b. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.
- c. **Headings.** The headings preceding the various sections and paragraphs of this Agreement are intended solely for the convenience of the Parties and shall not be deemed relevant in the construction of this Agreement or its terms.

## APPENDIX D: SCHOOL AUTHORIZATION FORM

School Authorization Form TEXAS  
Terms for Entering Relay Graduate School of Education  
Academic Year 2019-20

### STUDENT SECTION

The School Authorization Form is designed to facilitate agreements between Relay Graduate School of Education and your P-12 school so that both parties may best support your development as a teacher. This form also supports Texas requirements of teacher preparation programs.

This form is completed in two parts. First, you complete this portion. When you click submit, an email will be sent within 24 hours to your school leader with a link for them to complete their portion. Contact [support@relay.edu](mailto:support@relay.edu) with questions or concerns.

- \*Student ID (X-XXXXX-XXX):
- \*First Name:
- \*Last Name:
- \*Birth Date:
- \*Email Address:
- \*School Name:
- \*School Leader First Name:
- \*School Leader Last Name:
- \*School Leader Email Address:

Thank you! This form will be sent to your school leader within 24 hours. You will receive a notification once your school leader completes the School Authorization Form.

[EMAIL A: CONFIRMATION EMAIL AUTO-SENT TO GRADUATE STUDENT](#)

[EMAIL B: PROMPT EMAIL AUTO-SENT TO SCHOOL LEADER](#)

### SCHOOL LEADER SECTION

The School Authorization Form is designed to facilitate agreements between Relay Graduate School of Education ("Relay") and candidates' P-12 schools so that both parties may best support their development as a teacher. This form is for candidates entering their first year of a Relay program. This form also supports TEXAS requirements of teacher preparation programs. While your organization may also have an MOU on file with Relay, this document is intended to verify and capture additional candidate-level information.

Directions: Please review and complete all sections of this form. Contact the [support@relay.edu](mailto:support@relay.edu) with questions or concerns.

### **Acknowledgement of Employment**

I, the principal or other authorized school representative, support the candidate's enrollment in Relay in the following ways:

I verify the candidate has been offered a classroom-based position as a full-time classroom teacher, co-teacher, resident, or other instructional position for the 2018-19 academic year at the school where I work.

If applicable, I will support the candidate through the certification process. I acknowledge that a candidate seeking certification must demonstrate satisfactory academic progress at Relay and complete state certification requirements (e.g., content knowledge exams, edTPA, workshops, and/or apply for certification) in order to maintain enrollment.

### **Acknowledgement of School Contribution**

Relay relies on collaboration with its candidates' schools. We request that schools are involved in the following ways:

#### ***Video Recording in the Classroom***

Classroom videos provide a valuable tool for supporting teacher development and many Relay assignments and assessments require the use of video. With this in mind, Relay requires schools with enrolled Relay candidates to allow video recording in the enrolled candidate's classroom. By signing this form, I acknowledge that the candidate is allowed to film for instructional purposes in their classroom.

#### ***State Test Data***

Relay primarily gathers student achievement data in an effort to build institutional knowledge on how its candidates are performing. When published publicly to funders or other stakeholders, these data are pooled by grade and subject areas across cohorts so that no particular school or candidate can be easily identified.

Schools may be asked to submit test data for the P-12 students taught by Relay candidates and alumni. Candidates may also report student assessment data in Relay coursework. Relay's use of the data is consistent with the Family Educational Rights and Privacy Act.

#### ***Data Tracking***

Relay candidates learn how to gather, use, interpret, and respond to evidence of P-12 student growth and achievement. To develop and assess candidates' data literacy, Relay requires candidates to use data trackers created by Relay. While Relay recognizes that some candidates have access to "trackers" and other assessment tools and systems provided by their schools and other partners, the Relay tracker has been designed specifically to report P-12 student achievement outcomes in ways that are comparable across candidates' classrooms. Relay can also engage in more equitable assessment practices by requiring all candidates to use the same tracker to report and analyze P-12 student achievement data.

### **Observations and Mentorship**

#### ***Mentorship***

Relay faculty regularly observe candidates via in-person classroom visits and video review throughout the academic year. Relay looks to P-12 schools to also monitor, support, and provide feedback on candidates' development. Principals and other authorized school representatives ("schools") are also responsible for ensuring that candidates have mentors as required by state and district regulations.

Relay Graduate School of Education and Fort Worth Independent School District/Relay Teaching Residency Memorandum of Understanding 31



### **Resident Advisors**

Candidates in Relay's Teaching Residency must be assigned a school-based mentor who will act as a Resident Advisor (RA). RAs support Residents through observations and regular check-ins as they hone their teaching practice. RAs are also responsible for ensuring that Residency candidates' teaching responsibilities in the classroom gradually increase over the course of the academic year so they are ready for full-time teaching roles. RAs also evaluate Residency candidates on proficiency-based Gateway assessments. Additional details on assigning and selecting Resident Advisors will be provided at a later date.

### **State Mentoring Requirements**

[Texas Residency Only] In accordance with Texas Administrative Code Title 19, Rule 228.35, and in order to support new educators and to increase teacher retention, each certification candidate in the second year of residency must be assigned a campus mentor during his or her internship. Campus mentors must have properly documented training that relies on scientifically-based research. Assigned mentors who have not received training will be offered training from Relay.

Texas Administrative Code Title 19, Rule 228.35 requires that supervision of each candidate shall be conducted with the structured guidance and regular ongoing support of an experienced educator who has been trained as a field supervisor. Relay faculty will serve as field supervisors for all Relay certification candidates. Certification candidates' field supervisors will make initial contact with them within the first three weeks of assignment and will conduct a minimum of three formal in-person observations of at least 45 minutes in duration. The first observation will occur within the first six weeks of assignment, the second during the first four months of assignment and the third during the last five months of assignment. The field supervisor shall document instructional practices observed, provide written feedback through an interactive conference with the candidate, and provide a copy of the written feedback to the candidate's campus administrator. Informal observations and coaching shall be provided by the field supervisor as appropriate.

Certification candidates who successfully complete all requirements for certification, including teaching for a minimum of one full school year in an assignment classified as "teacher" as reported on the campus Public Education Information Management System (PEIMS) data and matching the certification field for which the candidate is being prepared, can apply for a standard certificate. Principals will be asked to give a formal recommendation for certification at the end of the probationary year and Relay will approve or deny the candidate's application for a standard certificate, as appropriate.

### **Mentor Information for [GRAD STUDENT FIRST NAME] [GRAD STUDENT LAST NAME]**

Gathering information about the school-based mentors who support candidates enables Relay faculty to establish stronger relationships and learn more about the candidates' school-based experiences. This information may also be used to fulfill state and other reporting requirements.

\*Mentor First Name:

\*Mentor Last Name:

\*Mentor's Position:

\*Mentor's Years of Teaching Experience:

\*Is mentor certified? (Y/N):

\*If yes, Mentor's Certification Area:

\*Mentor's Highest Degree Earned:  
Optional: Mentor's Reported Gender:  
Optional: Mentor's Reported Race:  
Optional: Mentor's Reported Ethnicity:

**School Authorization**

By signing, I certify that:

1. I am a principal or other authorized school representative of the school named below; and
2. I am responsible for supporting this candidate; and
3. I agree to the terms and conditions included in this School Authorization Form.

\*First Name:

\*Last Name:

\*Title or Position:

\*School Name:

\*School Address:

\*Signature of Authorized School Representative:

Directions: Please review your responses, confirm submission, and download a copy of the form with your responses.

Thank you for completing the school authorization form. This information will help us better support your teacher's development. We look forward to working with and wish you and your faculty a successful school year.

[EMAIL C: CONFIRMATION EMAIL AUTO-SENT TO SCHOOL LEADER](#)

[EMAIL D: FINAL CONFIRMATION EMAIL AUTO-SENT TO GRADUATE STUDENT](#)

**Daggett Montessori Data Analysis:**

**What is the greatest strength when look at this data?**

**What is the greatest need or concern according to this data?**

**Looking at all data, what is the school's greatest opportunity?**

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE 2019-2020 GENERAL FUND BUDGET AMENDMENT  
FOR THE PERIOD ENDED JULY 31, 2019**

**BACKGROUND:**

On June 25, 2019, the Board of Education (BOE) approved the 2019-2020 General Fund Budget. At that time, and due to certain ambiguities and lack of guidance on the recently enacted House Bill 3 (HB3) and the “Compensation Allotment” required in that Bill, it was Administration’s recommendation to postpone the calculation of the HB3 “Compensation Allotment” until further guidance and clarification was received. Since June 25, 2019, additional information has been forthcoming from TEA, although the Bill has yet to be fully written. Therefore, additional guidance is expected to be forthcoming throughout the 2019-2020 school year. Based upon the most recently gathered information and clarification provided, together with receipt of the District’s Taxable Property Values as of July 25, 2019, the Budget Department is prepared to go forward with a recommendation on the HB3 “Compensation Allotment” and to amend the 2019-2020 General Fund Budget accordingly.

HB3 states that 30% of the Revenue Gain will be distributed as follows:

- 75% for Classroom Teachers, Counselors,, Nurses and Librarians, prioritizing differentiated compensation for Classroom Teachers with greater than 5 years of experience;
- 25% for all other employees, excluding Administrators.

The HB3 revenue gain has been estimated at \$57.7M. The attached budget amendment reflects additional State Aid in the sum of \$4.8 M, which includes additional revenue for TRS On-Behalf. Appropriations by function reflects the HB3 “Compensation Allotment” in the total sum of \$20.4M, which includes benefits, and \$3.6M in additional TRS on Behalf payments as a result of the HB3 “Compensation Allotment” requirements.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the 2019-2020 General Fund Budget Amendment for the Period Ended July 31, 2019
2. Decline to Approve the 2019-2020 General Fund Budget Amendment for the Period Ended July 31, 2019
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the 2019-2020 General Fund Budget Amendment for the Period Ended July 31, 2019

**FUNDING SOURCE**

*Additional Details*

General Fund

Not Applicable

**COST:**

See Budget Amendment Attached

**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**

Budget Department

**RATIONALE:**

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

**INFORMATION SOURCE:**

Elsie Schiro

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

		<b>Consolidated General Fund 2019-2020 Amended Budget 7/01/2019</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2019-2020 Amended Budget 7/31/2019</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>				
5700	Local Revenue	\$386,356,807	\$0	\$386,356,807
5800	State Revenue	390,581,792	\$4,796,616	395,378,408
5900	Federal Revenue	12,325,000	\$0	12,325,000
7900	Other Sources	3,500,000	\$0	3,500,000
<b>Total Revenue &amp; Other Sources</b>		<b>\$792,763,599</b>	<b>\$4,796,616</b>	<b>\$797,560,215</b>
<b><u>EXPENDITURES</u></b>				
11	Instruction	\$474,885,825	\$17,882,432	\$492,768,257
12	Instruction Resources and Media Services	\$11,487,868	\$314,784	\$11,802,652
13	Curriculum and Instructional Staff Development	\$10,756,296	\$122,536	\$10,878,832
21	Instructional Administration	\$15,738,046	\$220,627	\$15,958,673
23	School Administration	\$50,040,799	\$825,957	\$50,866,756
31	Guidance and Counseling Services	\$49,427,721	\$1,098,406	\$50,526,127
32	Social Work Services	\$6,829,026	\$102,152	\$6,931,178
33	Health Services	\$10,219,448	\$327,822	\$10,547,270
34	Student Transportation	\$20,397,332	\$627,594	\$21,024,926
35	Food Services	\$260,367	\$0	\$260,367
36	Cocurricular/Extracurricular Activities	\$15,151,195	\$112,359	\$15,263,554
41	General Administration	\$20,151,126	\$291,693	\$20,442,819
51	Plant Maintenance and Operations	\$81,473,978	\$1,553,058	\$83,027,036
52	Security and Monitoring Services	\$12,098,877	\$272,119	\$12,370,996
53	Data Processing Services	\$18,268,418	\$197,781	\$18,466,199
61	Community Services	\$6,126,237	\$57,610	\$6,183,847
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$15,315,524	\$0	\$15,315,524
95	Payments to Juvenile Justice Alt Ed Program	\$169,692	\$0	\$169,692
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$2,720,000	\$0	\$2,720,000
<b>Total Budgeted Expenditures</b>		<b>\$821,517,775</b>	<b>\$24,006,930</b>	<b>\$845,524,705</b>
<b>Total Deficit</b>		<b>(\$28,754,176)</b>	<b>(\$19,210,314)</b>	<b>(\$47,964,490)</b>
Beginning Fund Balance (Unaudited)		199,909,528		199,909,528
Fund Balance-Ending (Unaudited)		<b>\$171,155,352</b>		<b>\$151,945,038</b>

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE 2019-2020 STUDENT CODE OF CONDUCT**

**BACKGROUND:**

Chapter 37.001 of the Texas Education Code mandates that each school district shall, with the advice of a district-level committee, adopt a *Student Code of Conduct*. It also states that the *Student Code of Conduct* shall stand as an authoritative document on its own and with Board adoption has the force of local policy. The content of the Student Code of Conduct is required by law and communicates to students, parents, school staff and the community exactly what is expected of students and how misconduct will be handled.

The document was reviewed by the District Advisory Committee.

**STRATEGIC GOAL:**

Increase Student Achievement

**ALTERNATIVES:**

1. Approve the 2019-2020 Student Code of Conduct
2. Decline to Approve the 2019-2020 Student Code of Conduct
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the 2019-2020 Student Code of Conduct

**FUNDING SOURCE**

*Additional Details*

Not Applicable



**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Student Discipline and Placement

**RATIONALE:**

The Student Code of Conduct is a state mandated document under the Texas Education Code. (sec. 37.001)

**INFORMATION SOURCE:**

Cherie Washington



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## Executive Summary

### 2019-2020 Student Code of Conduct

The student code of conduct is revised annually as defined by Chapter 37 of the Texas Education Code. The code provides information and direction to students and parents regarding standards of behavior as well as consequences of misconduct. State mandated changes are provided in odd numbered years following a legislative session. The legislative bills from the 86<sup>th</sup> legislative session go into effect with the start of the 2019-2020 school year, please note the following revisions throughout the code of conduct:

- **House Bill 692** prohibits a district from placing in out-of-school suspension a student who is homeless, unless the student engages in certain conduct;
  - Conduct that contains the elements of a weapons offense, a handgun, as provided in Penal Code Section 46.02 or 46.05;
  - Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
  - Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law. The district shall use a positive behavior program as a disciplinary alternative for students in grade 2 or below who commit general conduct violations.
- **House Bill 811** adds a student's status as homeless or in the conservatorship of the Department of Family and Protective services to the list of mitigating factors the district must consider in making a disciplinary decision.
- **House Bill 3012** amends Section 37.005 of the Education Code to require a school district to provide a student who is placed in either inschool or out-of-school suspension a way to receive all coursework provided in the student's foundation curriculum classes. The bill further stipulates that the district must provide one option for receiving the coursework that does not require the use of the internet.
- **House Bill 3630 and Senate Bill 712** prohibit a district employee, volunteer, or independent contractor from using an aversive technique or causing an aversive technique to be used on a student.
- **Senate Bill 11** requires districts to establish a threat assessment and safe and supportive school team to serve at each campus and adopt policies and procedures for the teams. Each team will conduct threat assessments for individuals who make threats of violence or exhibit harmful, threatening, or violent behavior as defined. Harmful, threatening, or violent behavior includes behaviors, such as verbal threats, threats of self-harm, bullying, cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault, by a student that could result in specific interventions, including mental health or behavioral supports or exclusionary school discipline.



- **Senate Bill 38** amends the definition of hazing to include coercion of a student to consume a drug or alcoholic beverage or liquor in an amount that would lead a reasonable person to believe the student is intoxicated.
- **Senate Bill 1306** requires districts to post on their website, for each campus, the email address and dedicated phone number of the campus behavior coordinator. If the district is exempt from designating a campus behavior coordinator as a district of innovation, it must post the email address and phone number of a campus administrator designated as responsible for student discipline.
- **Senate Bill 1707** requires the district to include the duties of peace officers, school resource officers, and security personnel in its district improvement plan, Student Code of Conduct, and any other documents that outline the duties of such personnel.
- **Senate Bill 2432** requires the district to place a student in a DAEP if the student engages in certain forms of harassment against an employee while on or within 300 feet of school property or while attending a school-sponsored or related activity on or off school property.
- For further review of the entire document, please visit the following link;

[2019 – 2020 Student Code of Conduct Draft](#)

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE CONTRACT RENEWALS FOR EDUCATIONAL TECHNOLOGY DIGITAL LEARNING, TEXAS STUDENT DATA SYSTEM (TSDS), PUBLIC EDUCATION INFORMATION MANAGEMENT SYSTEM (PEIMS) AND REGION 11 TELECOMMUNICATION NETWORK (RETN) FOR 2019-2020 SCHOOL YEAR**

**BACKGROUND:**

The Fort Worth Independent School District contracts annually with the Education Services Center, Region 11, for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) support services. The contract term for both is September 1, 2019 – August 31, 2020.

Listed below are a few services that are available for Digital Learning, PEIMS, TSDS and RETN:

- Free access to licensed video streaming and other digital resources
- Free on-line informational resources
- Free technical and planning assistance
- Discounted on-line resources
- Discounted professional development
- TEA/SBEC rules/regulations dissemination and inter-proficiency
- Discovery Education Streaming Discovery Powermedia Plus
- OnePlace Multimedia Resource Portal
- Opportunities for online collaboration with local cultural and educational content program providers as well as surrounding K-12 campuses, community colleges and four-year universities
- Training and transition support
- Two-way audio/two-way video multipoint communication in the Region 11 area

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2019-2020 School Year
2. Decline to Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2019-2020 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2019-2020 School Year

**FUNDING SOURCE**

*Additional Details*

Special Revenue	410-12-6239-001-999-99-458-000000-12245 \$150,000.00
General Fund	199-13-6239-808-999-99-610-000000 \$144,235.00
	199-13-6239-001-999-99-344-000000 \$60,000.00
	199-12-6239-634-999-99-217-000000 \$42,750.00
	199-31-6239-818-999-99-226-000000 \$10,100.00
	199-41-6239-001-750-99-105-000000 \$650.00

**COST:**

\$407,735.00

**VENDOR:**

ESC Region 11

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-Wide

**RATIONALE:**

Approval of this item will allow administrators, teachers, students, and parents to have access to digital learning tools and media resources as well as provide support for PEIMS TSSD transition.

**INFORMATION SOURCE:**

Jerry Moore



**FORT WORTH ISD Contract Summary Report**

**Last Year Enrollment: 84510**

<u>Contract</u>	<u>Lock Date</u>	<u>Enroll Start</u>	<u>Enroll End</u>	<u>Total</u>
Comprehensive Services Basic Contract	07/11/2019	09/01/2019	08/31/2020	\$650.00
Instructional Solutions and Support-without Canvas	07/11/2019	09/01/2019	08/31/2020	\$396,985.00
TSDS (PEIMS, studentGPS Dashboard, TIMS, UID, ECDS)	07/11/2019	09/01/2019	08/31/2020	\$10,100.00
				<b>\$407,735.00</b>

**Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.**

N/A  
Signature of Board President or Designee

8/13/2019  
Date Approved by Board of Trustees

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

Jerry Moore  
Designated District Contact

jerry.moore2@fwisd.org  
E-mail of District Contact

Please fax or e-mail to:  
Education Service Center Region 11  
Atten: Dr. Clyde W. Steelman, Jr.  
1451 S. Cherry Lane  
White Settlement, Texas 76108  
Fax (817) 740-7675  
clydes@esc11.net

For additional information, contact:  
Dr. Clyde W. Steelman, Jr.  
(817) 740-3630  
clydes@esc11.net

\_\_\_\_\_  
ESC Region 11 Executive Director Signature



# Comprehensive Services Basic Contract 2019-2020

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2018, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

School districts that purchase the Comprehensive Services Basic Contract will will receive services in the following areas:

## Services Included in the Basic Contract

### Technical Assistance

- Communication and dialogue with school district personnel on pertinent state and federal legislation
- Information dissemination of rules, regulations, standards, and other legislative and agency mandates
- Technical assistance regarding performance-based monitoring and accountability activities
- Telephone technical assistance
- Annual report of ESC Region 11 workshops attended by district staff

### Meetings

- TASA Study Group meetings
  - 7 face-to-face meetings
  - TASA Midwinter Breakfast meeting
- Superintendents' Fall Conference
- Superintendent cluster meetings (quarterly)
- Technology Directors meetings
  - 4 face-to-face meetings
- Instructional Leaders meetings
  - 4 face-to-face meetings

### Prerequisite for Other Services

- This contract is a required prerequisite for other ESC Region 11 contracts.

## ESC Region 11 Contact

Executive Director  
(817) 740-3630



**Price List — 2019-2020**

<u>School Type</u>	<u>Annual Cost</u>
Public Districts	\$650
Non-Public Schools	\$800

# Instructional Solutions & Support Contract — without Canvas LMS 2019-2020

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2019, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

ESC Region 11 has combined four of its most popular contracts into one inclusive package that provides exceptional offerings at an incredible value. The Administrative Services, Instructional Services, Digital Learning, and RETN contracts are now blended to form the new Instructional Support and Solutions Contract. This new contract provides all of the major benefits of each individual contract and features an added bonus...virtually no registration fees!

**Services Included at No Additional Fee**

As a result of this newly combined contract:

- Your teachers and administrators will no longer need to process purchase orders each time they wish to attend most professional learning sessions.
- Campus administrators will no longer need to juggle professional development funds to spread them evenly among teachers.
- Business Office staff will no longer be spending time and effort processing individual P.O.s for each training opportunity.

Instead, districts can enjoy an extensive list of conferences, individual training sessions provided at the ESC Region 11 facility, technical support, and products—all at no additional charge. Pay one fee for this exciting new contract, and your staff can reap the benefits of:

**Professional Development Offerings**

- 20+ Instructional Conferences
- 50+ Teacher Workshop Sessions
  - Basic materials provided
  - Sessions that are materials intensive may require an additional materials fee
  - Some sessions include extensive follow-up opportunities (both virtually and face-to-face)
- 11 Online Compliance Courses
  - Bloodborne Pathogens
  - Bullying Prevention
  - Child Abuse & Maltreatment
  - Copyright
  - Teen Dating Violence & Abuse
  - FERPA (Family Educational Rights & Privacy Act)
  - Internet Safety
  - Section 504

- Sexual Harassment
- Suicide Prevention
- Texas Educator’s Code of Ethics

**Professional Development Content**

- Administrator Professional Development
- New Administrator Academy
- Early Literacy
- Core Content
- G/T (6 hour & 30 Hour)
- Special Education
- Counselor
- Librarian
- Principal Cluster Meetings
- Charter School Meetings
- And much more!

**Digital Resources**

- Bright Bytes
- Discovery Education
- RETN Videoconferencing
  - Remote Access to TETN programming (TEA updates)
  - Interactive Virtual Learning
  - Access to High School and Dual-Credit courses
  - Remote and recording access to professional learning sessions at ESC Region 11

**Technical Assistance**

- Unlimited Technical Assistance in All Instructional Areas
- Compliance Support and Technical Assistance for All State/Federal Programs
- Counselor Services
- Library Services
- Lesson Planning
- Field Service Agent Support

**Discounts**

- Discounted rates on trainings/coaching provided on-site in districts/charters
- Discounted rates on third-party products and other big-ticket speakers/events

**ESC Region 11 Contact**

Deputy Executive Director of Instruction Services  
(817) 740-3670



# Instructional Services Contract

## Price List — 2019-2020

Pricing is based on district enrollment and prior year usage of ESC services (e.g., registration fees).

Contact John Petree at (817) 740-3670  
or [jpetree@esc11.net](mailto:jpetree@esc11.net) for district-specific pricing.



# **TSDS Contract (PEIMS, studentGPS Dashboard, TIMS, UID, Collections) 2019-2020**

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2019, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

## **Services Provided by TEA**

- Explain the overall data requirements to ESC personnel
- Provide and maintain the *Texas Education Data Standards (TEDS)*, and the *STUDENT ATTENDANCE ACCOUNTING HANDBOOK (SAAH)*
- Provide the ESC and district with a standard editing and reporting system (TSDS)

## **Services Provided by ESC Region 11**

- Send the data required (ACCEPT) by the current Texas Education Data Standards (TEDS) to TEA by the specified due dates for each submission/re-submission.
- Review the district data using edit rules and reports supplied by TEA, assuring that all fatal errors are corrected.
- Assist the district with its data submission to TEA's TSDS server.
- Notify district when its data has been accepted by the ESC and made available for further processing by TEA.
- Facilitate the accuracy and timely delivery of data.
- Explain the overall data collection requirement for PEIMS and Enrollment Tracking (ET) to district personnel.
- Train school district personnel to adequately meet the data submission requirement, covering:
  - o Overall data flow
  - o Delivery schedule
  - o Data element definitions
  - o Data submission formats
  - o Editing requirements
  - o Correction cycle
  - o Approval of summary report and error listing
  - o Operation of the web-based TSDS system
  - o Operation of the Enrollment Tracking (ET) System
  - o TSDS Unique ID Corrections
- Consult with districts to assist them in preparing the data submission and to ensure data quality and compliance to schedules
- ESC TSDS staff will coordinate assistance by:
  - o Answering questions about the Texas Education Data Standards (TEDS) and Student Attendance Accounting Handbook
  - o Organizing the data submission schedule

- o Answering questions about the edit and summary reports
- o Organizing the error correction schedule
- o Initiating the final approval of the district's submission to TEA
- o Providing assistance for the optional student GPS Dashboard by either hourly rate or contracted support
- o Providing assistance for the Early Childhood Data System (ECDS) by either hourly rate or contracted amount
- o Training and assistance on TSDS Incident Management System (TIMS)
- o Providing assistance with the Unique Identification System (UID)
- o Assist with issues relating to TEA Login System (TEAL)
- Training and assistance on all Core Collections:
  - o Early Childhood Data System (ECDS)
  - o Explabded Learning GOpportunities (ELO)
  - o Residential Facility (RF) Tracker
  - o State Performance Plan Indicator 14 (SPP 14)
  - o TSDS Classroom Roster Fall Submission
  - o TSDS Classroom Roster Winter Submission

### **District Responsibilities**

- Submit the data required by the current Texas Education Data Standards (TEDS) to the ESC in accordance with the specifications of the data standards.
- Approve the required data (along with the ESC) by the due dates.
- Follow the ESC-established deadlines to allow sufficient time for technical assistance by the ESC.
- Validate/edit the district data file using TSDS.
- Get approval of data file by ESC.
- Correct errors found by the ESC during the editing/validation process in a timely manner.
- Approve the content of the data submission by completion of the SOA by the Superintendent, as available through TSDS.

### **ESC Region 11 Contact**

Coordinator, Management and Information Systems  
(817) 740-7704



**TSDS Contract  
(PEIMS, studentGPS  
Dashboard, TIMS, UID,  
Core Collections)**

**Price List — 2019-2020**

<b>TSDS (PEIMS, TIMS, UID, Core Collections)</b>	
<b>Students in District</b>	<b>Fee</b>
1-500	\$1,700
501-1,000	\$2,750
1,001-2,000	\$3,800
2,001-4,000	\$4,850
4,001-8,000	\$5,900
8,001-16,000	\$6,950
16,001-32,000	\$8,000
32,001-64,000	\$9,050
64,001-128,000	\$10,100

<b>studentGPS Dashboards (Optional)</b>	
<b>Dashboard</b>	<b>Fee</b>
New Training and Support	\$2,000
Annual Maintenance Training and Support	\$1,000

Contract No.  
54541



## Master Interlocal Agreement

This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respective authorized officers or employees

### PREAMBLES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and  
WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and  
WHEREAS, the governing bodies of the Parties individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and  
NOW THEREFORE, promises considered, and on consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereby mutually agree as follows:

### AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11, and (2) Allow the Local Government to join ESC Region 11 sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. **Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.**

Local Government

Fort Worth ISD

Name of Local Government

100 N. University

Address of Local Government

Contact Name Jonathan Bey Phone Number 817-814-2210

Email Address jonathan.bey@fwisd.org

[Signature] 10/27/16

Board President Signature Approval Date

220905

County/District # (if applicable)

ESC Region 11

1431 S. Cherry Lane  
White Settlement, Texas 76108  
Allen Diverse Carter

[Signature]

ESC Region 11 Executive Director Signature

10/12/16

Date



**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE THE PURCHASE OF THE CURRICULUM SUPPORT SERVICES PACKAGE TEKS RESOURCE SUBSCRIPTION THROUGH REGION 11**

**BACKGROUND:**

The District has developed curriculum in all core areas over the past summer and academic year. The District curriculum is written on an Understanding by Design (UbD) framework. This framework is conceptual and highly effective in helping teachers design activities to engage students. The supplemental resource proposed for purchase is used either as a core curriculum or a supplemental resource in 75% of the districts in Texas. The District will use it as a resource and a supplement to provide teachers with a greater variance of activities and assessments as a complement to the District-produced core curriculum.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11
2. Decline to Approve the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11

**FUNDING SOURCE**

*Additional Details*

General Fund

199-21-6239-001-999-11-119-000000

199-21-6239-001-999-99-307-000000

**COST:**

\$413,650.00

**VENDOR:**

Region 11

**PURCHASING MECHANISM**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All campuses

**RATIONALE:**

The Texas Resource System (TRS) materials are aligned to the TEKS, and the resource has demonstrated effectiveness in many districts when implemented either as a supplemental resource or a primary curriculum. The supplemental resource will benefit the District by providing teachers with additional activities and strategies based on the District's scope and sequence to raise student achievement.

**INFORMATION SOURCE:**

Jerry Moore

**Order Information**

Terms July 1, 2019 - June 30, 2020  
 Expiration Date Respond prior to 6/30/2019  
 Bill to Name Charles Carroll  
 Bill To Fort Worth ISD  
100 N University Dr. SW 208  
Fort Worth, TX 76107

**Contact Information**

Prepared By	<u>Shari King/John Petree</u>	District Contact Name	<u>Charles Carroll</u>
Phone	<u>817-740-7633 / 3670</u>	Phone	<u>817-814-2400</u>
Email	<u>sking@esc11.net / jpetree@esc11.net</u>	Email	<u>charles.carroll@fwisd.org</u>
Company Address	<u>ESC Region 11</u> <u>1451 S. Cherry Lane</u> <u>White Settlement, TX 76108</u>	Created Date	<u>6/24/2019</u>

Product	Period	Price per Unit	Quantity	Contract Price
<i>Curriculum Support Services Package</i>	<i>July 2019-June 2020</i>			\$ -
TEKS Resource Subscription (137 campuses)	(84,510 - 5,632 PreK)	\$5.00	78878.00	\$ 394,390.00
	137 campuses	\$19,260.00	1.00	\$ 19,260.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -

Contract Total \$ 413,650.00

**Purchase Via**

*(Check the desired payment option)*

	Purchase Order Number _____
	Purchase Order Number will be mailed/emailed within fourteen days
	Check will be mailed within fourteen days

**Terms and Conditions**

1. Termination. This agreement may be terminated by either party by providing a thirty (30) day written notice to the other party. ESC Region 11 shall refund the remaining funds held less any valid fees or charges within thirty (30) days of receipt of written notice.
2. Jurisdiction. This Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Business and Commerce Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract not resolved by mediation shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.
3. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor create any legal rights or claim on behalf of any third party.
4. Public Information. This Agreement including all documents and all electronic information in either parties' possession are subject to the provisions of the Texas Public Information Act.
5. Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
6. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.
7. Relationship of Parties. This Agreement does not create, and shall not be construed by the parties or any third person as creating any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties shall be solely that of independent contractors.
8. Modification. This Agreement may not be amended or modified except in writing authorized by both parties.
9. Merger Clause. This Agreement (including attachments) is the final, complete, and exclusive statement and expression of the Agreement among the parties hereto with relation to the subject matter of this Agreement. It is understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument, notwithstanding that all signatures may not appear on the same counterpart.
11. Notices. Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, to the addresses listed on page one unless otherwise noted here.

**Agreed and Acceptance**

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date. Signed Purchase and Pricing Agreement must be returned to ESC Region 11 on or before the expiration date via mail or fax at 817-740-7600 (Attention Administrative Services).

\_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

ESC Region 11  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Name Clyde W. Steelman, Jr. Ed.D  
 Title Executive Director

**Contact Address**

Customer Contact Address for Notices

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Provider Contact Address for Notices

ESC Region 11  
 1451 S. Cherry Lane  
 White Settlement, TX. 76108  
 ATTN: Shari King

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE ADOPTION OF RESOLUTION AND ORDER OF SPECIAL ELECTION**

**BACKGROUND:**

The Texas Election Code requires the governing body of a political subdivision to order an election. If a vacancy occurs on the board, the remaining board members may fill the vacancy by appointment until the next trustee election or may order a special election to fill the vacancy. If more than one year remains in the term of the position vacated, the vacancy shall be filled not later than the 180th day after the date the vacancy occurs. *Texas Education Code 11.060*

As of July 23, 2019, the FWISD Board of Trustees elected to have a special election held November 5, 2019, to fill the District 4 vacancy which will expire in 2021.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve Adoption of Resolution and Order of Special Election
2. Decline to Approve Adoption of Resolution and Order of Special Election
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Adoption of Resolution and Order of Special Election

**FUNDING SOURCE**

*Additional Details*

General Fund

Not Applicable

**COST:**

The projected cost of contracted services with the Tarrant County Elections office will be determined once all participating entities are identified and the computation of shared costs is made.

**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 Policy and Planning

**RATIONALE:**

Providing the opportunity for a special election allows the voice of the community in filling the District 4 vacancy.

**INFORMATION SOURCE:**

Karen Molinar

**RESOLUTION AND ORDER OF SPECIAL ELECTION  
BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 13th day of August, 2019, the Board of Education for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and among other proceedings had by said Board were the following;

**WHEREAS** on December 9, 2008, the Board of Education adopted a single member district plan which provided for nine single member districts; and

**WHEREAS**, a school Board member, from Single Member District Four resigned July 16, 2019, and pursuant to the provisions of the Texas Education Code and Texas Election Code the remaining Board members may fill the vacancy by appointment or order of a special election.

**BE IT, RESOLVED AND HEREBY ORDERED**, that the Board of Education of the Fort Worth Independent School District, in accordance with the local and special laws of the Legislature of the State of Texas, the applicable general state laws and local policies and any federal court orders pertaining to the election of school trustees, does hereby adopt the following **ORDER OF SPECIAL ELECTION**.

**ORDER OF SPECIAL ELECTION**

**BE IT ORDERED** by the Board of Education of the Fort Worth Independent School District that on November 5, 2019, there shall be a special election for the purpose of electing one (1) member, to the Board of Education. One member shall be elected from Single Member District Four to serve the remainder of the four-year term which expires in 2021; and

**BE IT FURTHER ORDERED** that the member to be elected from Single Member District Four shall be elected by the qualified voters of Single Member District Four; and

**BE IT FURTHER ORDERED** that all candidates seeking election as a board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months preceding the final day to file for such office. The final day to file is September 4, 2019; and

**BE IT FURTHER ORDERED** that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the District Election Officer, or her designee, not later than 5:00 p.m. on the 4<sup>th</sup> day of September, 2019; and

**BE IT FURTHER ORDERED** that on the first Tuesday in November 2019, being the 5<sup>th</sup> day of November, 2019, the election shall be held from 7:00 a.m. to 7:00 p.m. on

said day. If no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held on the 10<sup>th</sup> day of December, 2019. Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

**BE IT FURTHER ORDERED** that notice of said election shall be given by publishing the Election Order in a newspaper in the City of Fort Worth, and by posting notice of this **ORDER OF ELECTION** prior to October 1, 2019, on the bulletin board used for posting notices of meetings of the Fort Worth Independent School District. Notice has been posted, prior to August 1, 2019, so as to give notice of the opportunity to submit applications to be placed on the ballot as a candidate. Notice shall be published between the dates of October 5, 2019, and October 25, 2019, in accordance with Section 4.003, Texas Election Code; and

**BE IT FURTHER ORDERED** that Heider Garcia is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011.

**BE IT, FURTHER RESOLVED, AND ORDERED** that the Board of Education of the Fort Worth Independent School District shall identify at a future regular meeting, the early voting hours and locations and the election day polling locations for this election. Each polling site will be located within the school district and will serve as the precinct and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the **November 5, 2019**, Fort Worth Independent School District Board member election and any run off, if necessary.

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

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

The above Resolution and Order was voted on and adopted at a regular meeting that the Board of Education held on the 13<sup>th</sup> day of August, 2019.

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



**ATTEST:**

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

**ACTION AGENDA ITEM  
BOARD MEETING  
August 13, 2019**

**TOPIC: APPROVE RESOLUTION AND ORDER FOR ELECTION SERVICES FOR THE NOVEMBER 5, 2019, FORT WORTH ISD BOARD OF EDUCATION SPECIAL ELECTION**

**BACKGROUND:**

In past elections the District has contracted with the Tarrant County Elections Administration to oversee the assignment of polling sites, election equipment, judges, clerks, as well as the training of appropriate personnel, and other associated services. This has proven to be cost effective as well as more efficient than administering the election in-house.

Other entities or another entity will be sharing the November 5<sup>th</sup> election date including Tarrant County. This will lower the cost of what the Fort Worth ISD normally would pay for the administration of a special election.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Resolution and Order for Election Services for the November 5, 2019, Fort Worth ISD Board of Education Special Election
2. Decline to Approve Resolution and Order for Election Services for the November 5, 2019, Fort Worth ISD Board of Education Special Election
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Resolution and Order for Election Services for the November 5, 2019, Fort Worth ISD Board of Education Special Election

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6439-001-750-99-431-000000

**COST:**

The projected cost of this contract will be determined once all participating entities are identified and the computation of shared costs is made.

**VENDOR:**

Tarrant County Elections

**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**

Division of Policy and Planning

**RATIONALE:**

Adoption of the Resolution to enter into a contract with Tarrant County Elections Administration would save the Fort Worth ISD funds by sharing the cost of equipment, personnel and expertise provided by Tarrant County Elections Administration with other public entities conducting elections November 5, 2019.

**INFORMATION SOURCE:**

Karen Molinar

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
RESOLUTION AND ORDER FOR ELECTION SERVICES  
FOR SPECIAL ELECTION**

**WHEREAS**, the Fort Worth Independent School District Board of Education has ordered a board member election to take place on November 5, 2019, for a Member to be elected from Single Member District Four; and

**WHEREAS**, The Texas Election Code, Section 31.092, permits the Board of Education to enter into a contract with the Tarrant County Elections Administrator's office for conducting and supervising the school board member election on November 5, 2019 as well as any runoff; and

**WHEREAS**, by entering into a contract for election services with Tarrant County, the Fort Worth Independent School District will realize a reduction in expense in conducting said election should the Fort Worth Independent School District have conducted the election on its own;

**THEREFORE, BE IT ORDERED AND RESOLVED** by the Board of Education of the Fort Worth Independent School District:

1. That the Fort Worth Independent School District enters into a Joint Election Agreement with the Tarrant County Elections Administrator, to conduct the school board member election on behalf of the school district on November 5, 2019, and that the terms of said contract shall be negotiated by the school district staff.

2. That the Board of Education of the Fort Worth Independent School District hereby authorize the Board President, Jacinto Ramos, to enter into and sign said Joint Election Agreement on behalf of the Board of Education and the Fort Worth Independent School District. Motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, that the resolution above and foregoing, be adopted.

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

The above Resolution was voted on at a regular meeting of the Board of Education held on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**ATTEST:**

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