

*Board of Education
Regular Meeting
June 11, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on June 11, 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. RECOGNITIONS

- A. Career & Technical Education Students Who are Advancing to National Level Competitions, 2018-2019 and 2019-2020 Project Lead The Way Student Interns

3. REPORTS/PRESENTATIONS

- A. 2019-2020 Budget Update
- B. Principal's Professional Learning

4. PUBLIC COMMENT

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

6. DISCUSSION OF AGENDA ITEMS

7. CONSENT AGENDA ITEMS

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

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 - 1. May 14, 2019 - Regular Meeting 6
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1. Approve Purchase of Cybersecurity Consulting Services	23
2. Approve Replacement of Six HVAC Boilers at Five Schools	27
3. Approve Purchase of Leveled Literacy Intervention (LLI) Program for Literacy Intervention K-2	45
4. Approve Purchase of Soluciones - Literacy Intervention Program for Spanish Readers in K-2	48
C. Approve Memorandum of Understanding Between UNT Dallas and Fort Worth Independent School District for the Purpose and Role of the Principal Impact Collaborative ("PIC")	51
D. Approve Memorandum of Understanding Between Texas Wesleyan University and the Fort Worth Independent School District	58
E. Approve License Agreement with the Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp. for the 2020 Graduation Ceremonies	78
F. Approval of Contract with Tarrant County Tax Assessor/Collector for the Collection of Property Taxes	96
G. Approval of Budget Amendment for the Period Ended May 31, 2019	104
H. Approve Naming the Eastern Hills High School Band Hall The Charles E. Watts Sr., Band Hall	110
I. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for Phase II GMP Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 229-131 (RFQ #19-071) Overton Park Elementary School	113
J. Approve Authorization to Negotiate and Enter Into a Contract With Turner Construction Company for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 004-201 (RFQ #19-044) Diamond Hill-Jarvis High School	116
K. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 008-203 (RFQ #19-098) North Side High School	119
L. Approve Authorization to Negotiate and Enter into a Contract with Imperial Construction, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 014-212 (RFQ #19-105) Southwest High School	122
M. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Arlington Heights High School Addition / Renovation Job No. 002-102 (RFQ #19-101) in Conjunction with the 2017 Capital Improvement Program	125

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

9. EXECUTIVE SESSION

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

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

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

11. ACCEPT CONSENT AGENDA

12. ACTION ITEMS

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

13. ACTION AGENDA ITEMS

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Board Resolution and Contract of Sale to Purchase Lot 1, Block 2, Walter Willi Subdivision, City of Fort Worth, Tarrant County, Texas, Known as 1800 Dillard Street or by Eminent Domain if Final Offer is Declined 129

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

15. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on May 14, 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 9, 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 9, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING MAY 14, 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 9, 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 9, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

President Jackson called the meeting to order at 5:33 p.m.

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Christene Moss
Judy Needham
Ashley Paz
Jacinto Ramos
Norman Robbins
Ann Sutherland

Absent: T.A. Sims

The following administrators were present:

Sherry Breed, Chief of Equity & Excellence
Dr. Kent Scribner, Superintendent
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Charles Carroll, Chief Academic Officer
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 - Benbrook Elementary School

Principal Shelly Mayer introduced the students and recognized the parents and staff.

3. RECOGNITIONS

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

The greeters for this evening were from the Army JROTC unit at Benbrook Middle/High School.

B. Parent Recognition - Benbrook Elementary School

Steven Watson was unable to attend this evening. Therefore, his wife Christina came on his behalf and accepted a Certificate of Appreciation for family engagement.

C. Presentation to Recognize and Celebrate Distinguished PLTW Campuses

These recognitions were done by Dr. Ladye Welpman from Career and Technical Education Department and Ken Ross of Lockheed Martin.

D. Middle School Scholar Athletes

(Ashley Paz arrived at 5:50 p.m.)

Clint Bond acknowledged these students and recognized the family members present.

Dr. Scribner spoke in appreciation of the outgoing Board members, Christene Moss, Judy Needham and Dr. Ann Sutherland. They were each presented with Golden Gavel Certificates.

4. LONE STAR GOVERNANCE

A. Middle Years Math Update

Dr. Scribner gave introductory remarks before turning the presentation over to Charles Carroll and Shannon Hernandez.

5. PUBLIC COMMENT

Speakers:
Evelyn Mandel
Carlos Turcios
Steven Poole

Ramos recognized a couple Trustees who were present from Houston ISD and Lake Worth ISD.

6. CANVASS VOTE OF MAY 4, 2019 TRUSTEE ELECTION FOR DISTRICTS 2, 3, 5, AND 6

7. ACTION ADOPTING CANVASS RESULTS

Motion was made by Anael Luebanos, seconded by Christene Moss, to approve ADOPTING CANVASS RESULTS.

The motion was unanimously approved.

8. RESOLUTION AND ORDER DECLARING RESULTS OF MAY 4, 2019, TRUSTEE ELECTIONS DISTRICTS 2, 3, 5, AND 6

Motion was made by Norman Robbins, seconded by Jacinto Ramos, to approve RESOLUTION AND ORDER DECLARING RESULTS OF MAY 4, 2019, TRUSTEE ELECTIONS DISTRICTS 2, 3, 5, AND 6.

The motion was unanimously approved.

9. SWEARING IN AND OATHS OF OFFICE FOR TRUSTEES, SINGLE MEMBER DISTRICTS 2, 3, 5, AND 6

A brief recess was called, following the swearing in and oaths of office for newly elected trustees.

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

The meeting was recessed at 7:37 p.m. and reconvened at 7:40 p.m. in the Board Conference Room.

11. DISCUSSION OF AGENDA ITEMS

President Jackson announced that at the recommendation of staff, agenda item 12.B.6. Approve Purchase of Printer Maintenance and Warranty Extensions for Campuses, was being pulled.

There was no discussion of agenda items.

12. 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. March 26, 2019 - Workshop
 - 2. April 9, 2019 - Regular Meeting
 - 3. April 16, 2019 - Workshop

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approval to Purchase Two Trailers for STEM Mobile Makerspace
 - 2. Approve the Purchase of a Micro Bird G5 Bus for the Broadcast Journalism and Multimedia Production Program
 - 3. Approve Purchase of Technology Equipment and Services for Six High Schools for Facilities Construction to Include Network Wireless Access Points, Network Switches, Phones and Desktops as Identified in the 2017 Capital Improvement Program (CIP)
 - 4. Approve the Replacement An Air Handling Unit and Controls at South Hills High School
 - 5. Approve Replacement Parts and Repair Services for Out-of-Warranty Promethean Interactive Whiteboards for Summer 2019
 - 6. Approve Purchase of Printer Maintenance and Warranty Extensions for Campuses
 - 7. Approve Purchase of Data Storage Hardware and Services
 - 8. Approve Purchase of Network Hardware, Software and Services
 - 9. Approve Purchase of Network Application Security Devices and Services
 - 10. Approve the Purchase of Consumable Math Books in Grades K-5 as Part of a Continuation of Proclamation 2014
 - 11. Approve Purchase of Public Address (PA) Systems and Cabling

- C. Approve Memorandum of Understanding Between Fort Worth Independent School

District and Mississippi State University for Clinical Internship/Field Experience

- D. Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing
 - E. Approve Memorandum of Understanding Between Fort Worth Independent School District and United for College Success Coalition Membership and Data Sharing Agreement
 - F. Approve Memorandum of Understanding: Tarrant County College District (South) and Fort Worth Independent School District (O.D. Wyatt High School)
 - G. Approve Memorandum of Understanding with Child Care Associates (CCA)
 - H. Approve Naming the David K. Sellars Music Room the Troy Edmon Music Hall
 - I. Approval of Budget Amendment for the Period Ended April 30, 2019
 - J. Approve First Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) and GKC(LOCAL)
 - K. Closeout of the CMAR Contract with Barlett Cocke General Contractors, LTD for Tanglewood Elementary Bid Package 017-Phase III (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - L. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 (RFQ #19-035) in Conjunction with the 2017 Capital Improvement Program
 - M. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for O.D. Wyatt High School Renovation Job No. 016-212 (RFQ #19-093) in Conjunction with the 2017 Capital Improvement Program
 - N. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Benbrook MS/HS Addition/Renovation Job No. 071-102 (RFQ #19-099) in Conjunction with the 2017 Capital Improvement Program
 - O. Approve the Use of BP #017 Tanglewood Elementary School Funds in the 2013 Capital Improvement Program (CIP) to Utilize in Conjunction with the 2017 CIP Tanglewood Elementary School Renovation Job No. 171-011
13. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

14. 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, the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause, and the Recommendation to Terminate the Probationary Contract of Certain Employees in the Best Interest of the District (Texas Government Code §551.074).
 - 1. Staff Attorney
 - 2. CTE Executive Director
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

15. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:35 p.m.

16. ACCEPT CONSENT AGENDA

Motion was made by Anael Luebanos, seconded by Jacinto Ramos, to approve CONSENT AGENDA WITH THE EXCEPTION OF 12.B.6.

The motion was unanimously approved.

17. ACTION ITEMS

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

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve Personnel Appointments of Daphne Rickard as CTE Executive Director and Alexander Athanason as Staff Attorney.

The motion was unanimously approved.

18. ACTION AGENDA ITEMS

Items A., B. and C. did not require action.

- 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 to Approve the Recommendation to Terminate the Probationary Contract of Certain Employees that Have Been Identified to the Board of Trustees at the End of the Contract Period in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Ashley Paz, seconded by Norman Robbins, to approve the Recommendation to Terminate the Probationary Contracts of Phyllis Nicholas and Misty Rothermund at the End of the Contract Term in the Best Interest of the District.

The motion was unanimously approved.

- E. Take Action on Recommendation to Renew and to Award Probationary and Term Chapter 21 Employment Contracts of Specified Certified Employees for the 2019-2020 Contract Year, including but not limited to Teachers, Campus Professionals, Campus Administrators, Principals, Directors, Assistant Superintendents, and Executive Officers

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Action on Recommendation to Renew and to Award Probationary and Term Chapter 21 Employment Contracts of Specified Certified Employees for the 2019-2020 Contract Year, including but not limited to Teachers, Campus Professionals, Campus Administrators, Principals, Directors, Assistant Superintendents, and Executive Officers.

The motion was unanimously approved.

- F. Approve Second Reading-Revision to Board Policy DHE(LOCAL)

At the recommendation of staff, this item was removed.

- G. Nomination of Representative to Serve on the Texas Association of School Boards (TASB) Board of Directors

Motion was made by Quinton Phillips, seconded by Ashley Paz, to approve the Nomination of Jacinto Ramos to Serve on the Texas Association of School Boards (TASB) Board of Directors.

The motion was unanimously approved.

- H. Consider the Level III Grievances of Sharon Johnson (convene in closed session, if necessary)

The grievance was cancelled and was not heard this evening.

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

Jacinto Ramos

Norman Robbins

Anael Luebanos

Tobi Jackson

20. ADJOURN

The meeting was adjourned at 8:42 p.m.

/s/ Faye Daniels
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on May 21, 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 16, 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 16, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING MAY 21, 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 16, 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 16, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

President Jackson called the meeting to order at 5:34 p.m.

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
Art Cavazos, Chief of District Operations
Charles Carroll, Chief Academic Officer
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 - Daggett Elementary School

There were two schools represented this evening. Daggett Elementary and South Hills Elementary.

3. RECOGNITIONS

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

Greeters were from the Army JROTC unit at Trimble Tech High School.

B. Volunteer Recognition - Westcliff Elementary School

Mrs. Kim Iorizzo, was recognized and presented with a Certificate of Appreciation for family engagement.

C. High School Scholar Athletes

Clint Bond recognized each student, family members and coaches.

(Ashley Paz arrived at 5:41 p.m.)

F. District Teachers of the Year and Finalists

Clint Bond made these introductions.

D. UIL Athletic Competition State Medalists

Students who participated in the UIL State Track and Field meet that was held May 10-11 in Austin, were recognized.

E. 2018-2019 School Year Bobby Bragan Recipients

Students who received the \$2,500 Bobby Bragan Scholarships this year were Amyril Jesse from Como Montessori; Justin Walker from McLean Middle School and Nathaniel Scott from Stripling Middle School.

4. LONE STAR GOVERNANCE

A. Summer Professional Learning

Dr. Scribner made introductory comments and turned the meeting over to Charles Carroll, Chief Academic Officer.

5. PUBLIC COMMENT

Speakers: Blanco Davis Brandi Pace John Henson Mike and Rosemary Randall

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

The meeting was recessed at 6:40 p.m. and reconvened at 6:55 p.m.

7. DISCUSSION OF AGENDA ITEMS

Norman Robbins commented regarding Item 8.D., on page 48, #2. Wording should have been "Decrease the achievement gap", not increase.

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

A. Board of Education Meeting Minutes

1. April 23, 2019 - Regular Meeting

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

1. Approve Purchase of Marching Band Uniforms for Dunbar High School, Polytechnic High School and Carter-Riverside High School from the 2013 CIP Bond Funds

2. Approve Replacement Equipment Purchase for the Board of Education Control Room

3. Approve the Contract Between Teaching Trust and Fort Worth Independent School District

C. Approve Contract with Social Catalytix for Project Management Support of the Transformation Grant

D. Approve Interlocal Agreement Between the City of Fort Worth for Mobile Recreation Summer Day Camp and Fort Worth Independent School District

E. Approve Interlocal Agreements Between the National Cooperative Purchasing

Alliance (NCPA), the Educational and Institutional Cooperative (E&I) and the Central Texas Purchasing Alliance (CTPA) and the Fort Worth Independent School District

- F. Approval of Resolution to Allow the Sale of Real Properties Previously Struck-Off for Taxes
 - G. Approve Budget Amendment and Budget Increase Contract for the Adult Education Program from Workforce Solutions of Tarrant County
 - H. Approval of the Quarterly Investment Report for the Period: January 1, 2019 - March 31, 2019
 - I. Approve Authorization to Perform an Energy Savings Performance Assessment for Southwest High School Job No. 014-243 (RFQ #19-097) in Conjunction with the 2017 Capital Improvement Program
 - J. Approve Authorization to Perform an Energy Savings Performance Assessment for Eastern Hills High School Job No. 006-243 (RFQ #19-094) in Conjunction with the 2017 Capital Improvement Program
 - K. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for Phase I GMP Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 229-131 (RFQ #19-071) Overton Park Elementary School
 - L. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Western Hills High School Addition / Renovation Job No. 015-202 (RFQ #19-100) in Conjunction with the 2017 Capital Improvement Program
9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
10. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, 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

The meeting was reconvened at 7:41 p.m.

12. ACCEPT CONSENT AGENDA

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

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No items were removed.

B. Personnel

14. ACTION AGENDA ITEMS

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

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

B. Take Action to Approve the Proposed Termination of Certain 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. Approve Campus Turnaround Plan

Motion was made by Anael Luebanos, seconded by Jacinto Ramos, to approve Campus Turnaround Plan.

The motion was unanimously approved.

E. Approve Amendments to Performance Contract with Texas Wesleyan University to Operate and Manage Select FWISD Campuses

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve Amendments to Performance Contract with Texas Wesleyan University to Operate and Manage Select FWISD Campuses.

The motion was unanimously approved.

- F. Approve Second Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL), and GKC(LOCAL)

Motion was made by CJ Evans, seconded by Ashley Paz, to approve Second Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) and GKC(LOCAL).

The motion was unanimously approved.

- G. Approve Second Reading-Revision to Board Policy DHE(LOCAL)

Motion was made by Norman Robbins, seconded by Quinton Phillips, to approve Second Reading-Revision to Board Policy DHE(LOCAL).

The motion was unanimously approved.

- H. Election of Board of Education Officers

Motion was made by Norman Robbins, seconded by Anael Luebanos, to approve Nomination of the Following Slate of Board of Education Officers; Jacinto Ramos as President, Tobi Jackson as First Vice-President, Anael Luebanos as Second Vice-President and Quinton Phillips as Secretary.

The motion was unanimously approved.

- I. Consider the Level III Grievances of Randy Young (convene in closed session, if necessary)

The grievance was not heard this evening.

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

- J. Consider the Level III Grievances of Dr. Jacqueline Phelps (convene in closed session, if necessary)

The grievance was cancelled and not heard this evening.

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

The meeting was adjourned at 7:48 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
JUNE 11, 2019**

TOPIC: APPROVE PURCHASE OF CYBERSECURITY CONSULTING SERVICES

BACKGROUND:

Public schools are under persistent cyber-attacks from hackers wanting our resources and data. Maintaining a secure network environment has become a critical task for our district.

As part of our developing security strategy, the District seeks to purchase access to @RISK Technologies collaborative machine learning and Big Data technology (monitoring and intelligence technology) to improve the District's ability to constantly measure and calculate the Probability of Breach.

This purchase includes:

- real-time visibility of the network incoming, outgoing moving traffic;
- identify threats in real-time and provides priority-driven actionable recommendations for limiting the threat's ability to move inside the network;
- reviews vulnerabilities and common exploits of all hardware/software on the FWISD network and identifies the most vulnerable segments of the network;
- monitors the network 24/7 with both Artificial Intelligence and with an @RISK Technologies Senior Cyber Analyst;
- assists the Network Security team to automatically block threats before they infiltrate the network;
- periodically conducts Dark Web scans and Pen Tests to check for new exploits;
- works with the Network Security team to create a Cyber Road Map wherein FWISD can meet and exceed NIST (and the TEA Cybersecurity Framework) standards
- provides the District with a Cyber Risk Scorecard each month to track security progress.

The purchase of includes support for 12 months from July 1, 2019 to June 30, 2020 at a total cost of \$132,000.00.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Cybersecurity Consulting Services
2. Decline to Approve Purchase of Cybersecurity Consulting Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Cybersecurity Consulting Services

FUNDING SOURCE

Additional Details

General Fund

199-53-6299-814-999-99-427-000000

COST:

\$132,000.00

VENDOR:

@RISK Technologies

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 16-089-AB

Number of Bid/Proposals received: 42

HUB Firms: 6

Compliant Bids:: 42

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Wide

RATIONALE:

Approval of this purchase provides an additional layer of network security to protect the district resources.

INFORMATION SOURCE:

Art Cavazos



@RISK Technologies, Inc.
 16400 Dallas Parkway, Suite 105
 Dallas, TX 75248
 (800) 426-0178
 bchristiansen@atrisktech.com
 www.atrisktech.com

Quote

ADDRESS
 Fort Worth ISD Education Foundation
 7400 Garza Ave
 Fort Worth, TX 761167856 USA

SHIP TO
 Fort Worth ISD Education Foundation
 7400 Garza Ave
 Fort Worth, TX 761167856 USA

QUOTE #	DATE
1009	05/01/2019

QUOTE REFERENCE

RFP 16-089-AB Academic/Educatio

ACTIVITY	QTY	RATE	AMOUNT
Silver Plan @RISK Technologies provides cybersecurity and risk management to FWISD. Services include but are not limited to: incoming & outgoing network traffic visibility, identification and scoring of threats, East/West (traffic inside the network) visibility, identification and scoring of threats and assets, augmentation of network security staff, risk management tracking, quarterly Dark Web Scan and Pen Testing. Includes firewall ingest and customization of automated firewall blocking. Effective date: 7/1/2019 - 6/30/2020	12	11,000.00	132,000.00T

RFP 16-089-AB Academic/Educational Consultants

SUBTOTAL	132,000.00
TAX	0.00
TOTAL	\$132,000.00

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE REPLACEMENT OF SIX HVAC BOILERS AT FIVE SCHOOLS

BACKGROUND:

The District has identified the following campuses in need of HVAC boiler replacement. The units are in constant need of repair and have exceeded their life expectancies. The boiler replacements will provide efficient equipment that will deliver comfort as well as energy savings. These installations have been identified as summer projects for 2019 so they will be ready for the new school year.

School Name	Amount	Description
Arlington Heights High School	\$176,858.00	Boiler Replacement (2)
Richard Wilson Elementary	\$103,226.00	Boiler Replacement (1)
Rosemont Middle	\$107,441.00	Boiler Replacement (1)
De Zavala Elementary	\$103, 803.00	Boiler Replacement (1)
William James Middle	\$104,823.00	Boiler Replacement (1)

Texas Air Systems, a member of TIPS, Contract Number 18010101 will replace four boilers and American Mechanical Services, a member of BuyBoard, Contract Number 552-17 will replace two of the boilers.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of Six HVAC Boilers at Five Schools
2. Decline to Approve Replacement of Six HVAC Boilers at Five Schools
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement of Six HVAC Boilers at Five Schools

FUNDING SOURCE

Additional Details

TRE	198-51-6299-001-002-99-501-000000	\$176,858.00
	198-51-6299-001-165-99-501-000000	\$103,226.00
	198-51-6299-001-057-99-501-000000	\$107,441.00
	198-51-6299-001-121-99-501-000000	\$103,803.00
	198-51-6299-001-048-99-501-000000	\$104,823.00

COST:

\$596,151.00

VENDOR:

Texas Air Systems	\$387,525.00
American Mechanical Services	\$208,626.00

PURCHASING MECHANISM

Interlocal Agreement

These purchases are in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 582.17 and The Interlocal Purchasing System Contract 18010101-18010102. Supporting documentation is attached. The recommended vendors are listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights HS, Richard J Wilson ES, Rosemont MS, De Zavala ES & William James MS

RATIONALE:

New energy efficient boilers 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: 5.17.19



To: FWISD
Attn: Steven McPherson

Project: FWISD – Arlington Heights HS

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Burnham PV1109HSNPFC	2	SB-1,2	INCLUDED
BKS-2000 Water softener	1	WS-1	INCLUDED
Installation	1		INCLUDED
Blow down separator	1	BDS-1	INCLUDED
Enervex Stainless steel flue	2 LOT		INCLUDED
New boiler house cleaning pad	1		INCLUDED
Payment bond	1		\$2,557.00
Performance Bond	1		\$2,557.00
Contingency	1		\$5,000.00
TOTAL NET PRICE			\$176,858.00

*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 PV1109HSNPFC

TAG: STB-1,2

BURNHAM PV1109HSNPFC complete as follows:

- Gross output 1,741mbh
- Power flame LNICR2-G-20B series – LOW KNOX WITH FLUE GAS RECIRCULATION
- 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 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 2 boilers
- Demo of the associated piping back to the isolation valves
- Demo of 2 existing boiler flue
- Demo and haul off of 2 house keeping pads
- Pour new house cleaning pad large enough for two boilers with a walk way
- Includes offloading and installing two Burnham boilers on a new housekeeping pad.
- We will be reusing the existing pump.
- Includes installing new piping with a different configuration. Install 8" header with two new gate valves
- Includes installing SS flue from the boilers up to the chimney
- Includes installing the water softener
- Includes installing a new blow down separator
- We also include re-insulating the piping after complete.
- Boil out of the boiler prior to startup
- Startup

Exclusions

- Controls
- Electrical
- Any gas modifications

Thank you for your business!

This quotation is subject to change without notice and void after 60 days.

Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.

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.

Retention 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

TURNKEY TERMS & CONDITIONS

Company: The Company as used herein shall mean Texas AirSystems L.L.C. 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 30 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. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. 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 state 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: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) 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 effect 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 expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, 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. A Texas AirSystems "Return Goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

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, L.L.C. 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 what so ever 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 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. 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 extended 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, L.L.C., 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, L.L.C. 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 forms 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.

QUOTATION

Date: 5.17.19



To: FWISD
Attn: Steven McPherson

Project: FWISD – Richard J Wilson boiler project

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Burnham PV1110HSNPFC	1	SB-1	INCLUDED
BKS-2000 Water softener	1	WS-1	INCLUDED
Installation	1		INCLUDED
Shipco Blow down separator	1	BDS-1	INCLUDED
Shipco boiler feed unit	1	BF-1	INCLUDED
Energex Stainless steel flue	1lot		INCLUDED
Payment bond	1		\$2,329.00
Performance Bond	1		\$2,329.00
Contingency	1		\$5,000.00
TOTAL NET PRICE			\$103,226.00

*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 PV1110HSNPFC

TAG: STB-1

BURNHAM PV1110HSNPFC complete as follows:

- Gross output 1,958mbh
- Power flame CR2-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 an existing housekeeping pad.
- We will be reusing the existing pump.
- 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 the new blow down separator
- We also include re-insulating the piping after complete.
- Boil out of the boiler prior to startup
- Startup

Exclusions

- Controls
- Electrical
- Any concrete work

Thank you for your business!

-This quotation is subject to change without notice and void after 60 days.
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
-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

TURNKEY 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 30 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. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. 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: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order number.

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 expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, 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. A Texas AirSystems "Return Goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

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 what so ever 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 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. 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 extended 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.

QUOTATION

Date: 5.17.19



To: FWISD
Attn: Steven McPherson

Project: FWISD – Rosemont MS boiler project

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Burnham PV1110HSNPFC	1	SB-1	INCLUDED
BKS-2000 Water softener	1	WS-1	INCLUDED
Installation	1		INCLUDED
Shipco Blow down separator	1	BDS-1	INCLUDED
Shipco boiler feed unit	1	BF-1	INCLUDED
Enervert Stainless steel flue	1lot		INCLUDED
Payment bond	1		\$2,426.00
Performance Bond	1		\$2,426.00
Contingency	1		\$5,000.00
TOTAL NET PRICE			\$107,441.00

*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 PV1110HSNPFC

TAG: STB-1

BURNHAM PV1110HSNPFC complete as follows:

- Gross output 1,958mbh
- Power flame CR2-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 an existing housekeeping pad.
- We will be reusing the existing pump.
- 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 the new blow down separator
- We also include re-insulating the piping after complete.
- Boil out of the boiler prior to startup
- Startup

Exclusions

- Controls
- Electrical
- Any concrete work

Thank you for your business!

-This quotation is subject to change without notice and void after 60 days.
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
-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

TURNKEY 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 30 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. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. 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: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filed by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) 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 expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, 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. A Texas AirSystems "Return Goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

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 what so ever 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.

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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.

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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, running assemblies, electronic controllers and/or fuses. 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.



Contract 552-17 HVAC Equipment, Service and Installation
Contract 577-18 Trade Services and Labor 558-18

April 29, 2019

Fort Worth ISD
2808 Tillar Street
Fort Worth Texas 76107

Attention: Steven McPherson
Subject: Steam Boiler replacement
Locations: De Zavala Elem School

We are pleased to propose the following for consideration of replacing the existing boiler.

We propose to furnish all labor and material for a cost of \$98,803.00
Total with \$5,000.00 Contingency \$103,803.00

Scope: Replacing one existing boiler with a Weil Mclain boiler Model BG -988-S Series boiler. BTUH output is 2067MBH MBH output.

- Demo existing boiler and haul off
- Demo and replace house keeping pad.
- Provide and install one Weil Mclain boiler mod BG-988-S Cast Iron
- Sectional Power Flame Burner- Low Nox, modulating, 2482 MBH input and 2067 MBH output, with Honeywell RM7840L UV Flame safeguard.
 - BG-988-S Sectional Steam Boiler(s)
 - 2482MBH Input, 2067MBH Output
 - Unit(s) are Knock-Down Ready For Assembly, Pressure Test, & Installation.
 - W/ PowerFlame WCR2-G-20A Burner 3Phase
 - Power Flame Control Panel w/ Alarm,
 - Lamps for Power, LWCO,
 - Flame Fail, Call 4 Heat, & Fuel On
 - M-M #150S-MD LWCO with pump control
 - M-M #63M LWCO with manual reset
 - 12" Barometric Damper
 - Antunes Ventless Low & High Gas Pressure Switches,
 - 15psi Steam Pressure Relief Valve - Standard
 - L4078B1033- High steam pressure limit control with manual reset
 - Fuse & Fuse Holder, Alarm Silencing Switch, CSD-1 Burner ADDER
 - Honeywell RM7840LUV Flame Safeguard
 - Pre / Post Purge & Lockout on Flame Failure
 - Electrical Supply: 120 / 1 / 60
 - 1.5" NPT Gas Train Sized for 5.11" w.c. to 14.0" w.c. Standard Inlet Gas Pressure

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12167 Austin, TX 78711 800.803.9202 TACL484273C
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.8584 M11944

April 29, 2019

- UL Approved Gas Train.
- Low-High-Low Burner Operation w/ firing rate control (PA404-STD)
- Provide and install one Chem Aqua Water softener Mod ATM-1252-1-NXT
- RE- pipe flue with double wall class b vent pipe up to the rectangle steel vent that is existing.
- Re-pipe, Blow down tank, Condensation piping , pop off , make up water thru the new water softener, boiler supply and return piping to fit new boiler connections.
- Re- pipe existing steam header piping to accept new boiler configuration.
- Provide and install one Shipco Boiler feed water tank and pump Model 50EMV_P_15-20-1 115 volt simplex pump and 50 gallon tank.
- Insulate new supply and return piping to match existing in the system
- Includes Performance and Payment bond

This proposal does not include any sales tax, overtime labor, new electrical service, permit, freight or any special handling charges that may be applicable. Asbestos testing or necessary abatement. Gas line or pressure adjustments to existing system. EMS connection or graphics design or adjustment to EMS System.

This proposal will remain in effect for a period of sixty (60) days upon receipt. Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Monroe Bohannon
Account Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



Vendor Profile

Print Date 16 May 2019

Texas AirSystems Inc

www.texasairsystems.com

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	6029 W. Campus Circle	NAME Meredith Barton
CITY	Irving	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75063	EMAIL tips@tips-usa.com

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

Texas AirSystems is one of the largest HVAC equipment suppliers serving North, West and Central Texas. We have been providing equipment, service and turnkey solutions for over 30 years. Our success and philosophy have always been customer satisfaction driven.

SERVING STATES

TX

AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodty	Exp Date	EDGAR
18010101	Comprehensive HVAC Solutions and Services	03/26/2021	Yes
18010102	Comprehensive HVAC Solutions and Services (JOC)	03/26/2021	Yes

CONTACTS BY CONTRACTS

Contract

18010101	Rick Blackstock	Executive VP Sales &	(972) 570-4700	rck.blackstock@texasairsystems.
	Buddy Pace	Vice President & Sales	(817) 838-7400	buddy.pace@texasairsystems.



Contract 552-17 HVAC Equipment, Service and Installation
Contract 577-18 Trade Services and Labor 558-18

April 29, 2019

Fort Worth ISD
2808 Tillar Street
Fort Worth Texas 76107

Attention: Steven McPherson
Subject: Steam Boiler replacement
Locations: William James Middle School

We are pleased to propose the following for consideration of replacing the existing boiler.

We propose to furnish all labor and material for a cost of **\$99,823.00**
Total with \$5,000.00 Contingency \$104,823.00

Scope: Replacing one existing boiler with a Weil Mclain boiler Model BG -988-SSeries boiler. BTUH output is 2067MBH MBH output.

- **Demo existing boiler and haul off**
- **Provide and install one Weil Mclain boiler mod BG-988-S Cast Iron Sectional Power Flame Burner- Low Nox, modulating, 2482 MBH input and 2067 MBH output, with Honeywell RM7840L UV Flame safeguard.**
 - **BG-988-S Sectional Steam Boiler(s)**
 - **2482MBH Input, 2067MBH Output**
 - **Unit(s) are Knock-Down Ready For Assembly, Pressure Test, & Installation.**
 - **W/ PowerFlame WCR2-G-20A Burner 3Phase**
 - **Power Flame Control Panel w/ Alarm,**
 - **Lamps for Power, LWCO,**
 - **Flame Fail, Call 4 Heat, & Fuel On**
 - **M-M #150S-MD LWCO with pump control**
 - **M-M #63M LWCO with manual reset**
 - **12" Barometric Damper**
 - **Antunes Ventless Low & High Gas Pressure Switches,**
 - **15psi Steam Pressure Relief Valve - Standard**
 - **L4078B1033- High steam pressure limit control with manual reset**
 - **Fuse & Fuse Holder, Alarm Silencing Switch, CSD-1 Burner ADDER**
 - **Honeywell RM7840L/UV Flame Safeguard**
 - **Pre / Post Purge & Lockout on Flame Failure**
 - **Electrical Supply: 120 / 1 / 60**
 - **1.5" NPT Gas Train Sized for 5.11" w.c. to 14.0" w.c. Standard Inlet Gas Pressure**
 - **UL Approved Gas Train.**

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACL484273C
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 M11944

April 29, 2019

- o Low-High-Low Burner Operation w/ firing rate control (PA404-STD)
- Provide and install one Chem Aqua Water softener Mod ATM-1252-1-NXT
- RE- pipe flue with double wall class b vent pipe up to the rectangle steel vent that is existing.
- Re-pipe, Blow down tank, Condensation piping , pop off , make up water thru the new water softener, boiler supply and return piping to fit new boiler connections.
- Re- pipe existing steam header piping to accept new boiler configuration.
- Provide and install one Shipco Boiler feed water tank and pump Model 50EMV_P_15-20-1 115 volt simplex pump and 50 gallon tank.
- Insulate new supply and return piping to match existing in the system
- Includes Performance and Payment bond

This proposal does not include any sales tax, overtime labor, new electrical service, permit, freight or any special handling charges that may be applicable. Asbestos testing or necessary abatement. Existing steam leaks on supply or condensation return lines, including locating leaks. Gas line or pressure adjustments to existing system. EMS connection or graphics design or adjustment to EMS System.

This proposal will remain in effect for a period of sixty (60) days upon receipt. Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Monroe Bohannon
Account Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____



Administration Reports Shopping Cart **17350** Ft Worth

Vendor Contract Information

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Searches:

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Search:

- All
- Vendor Discount Only
- Catalog Pricing Only

Refine Your Search:

- Vendors**
- American Mechanical Services of Houston (AMS)[1]
- Price Range**
- Show all prices
- Category**
- None Selected
- Contract**
- None selected

[Additional Resources](#)

Vendor Name: American Mechanical Services of Houston (AMS)
Address: 13827 Stafford Road
 Stafford TX 77477
Phone Number: (281) 403-1701
Email: rhenry@amscohsa.com
Website: <http://www.amscohsa.com>
Federal ID: 20-6170025
Contact: Bob Henry
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: Yes
No Excluded Foreign Terrorist Orgs: Yes
Contract Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract#: 862-17
Effective Date: 12/01/2017
Expiration Date: 11/30/2020
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: Texas Regions 3, 4, 5, 6, 10, 11, 12
Status Served: Texas
Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix 1) is Vendor response document, and can be found in the Vendor Proposal File link page. Vendor Certification form regarding Texas HB 88 and Texas SB 252 can "Vendor Proposal Files Documents" link below
Quote Reference Number: 352-17
Additional Dealers: American Mechanical Services, Irving TX

Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view Buy Board 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](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE THE PURCHASE OF LEVELED LITERACY INTERVENTION (LLI) PROGRAM FOR LITERACY INTERVENTION K-2

BACKGROUND:

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

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Leveled Literacy Intervention (LLI) Program for Literacy Intervention for Grades K-2
2. Decline to Approve Purchase of Leveled Literacy Intervention (LLI) Program for Literacy Intervention for Grades K-2
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Leveled Literacy Intervention (LLI) Program for Literacy Intervention for Grades K-2

FUNDING SOURCE

Additional Details

Special Revenue

211-11-6329-04K-XXX-30-510-000000-19F10

COST:

\$125,466.36

VENDOR:

Heinemann

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 17-012

Number of Bid/Proposals received: 69

HUB Firms: 4

Compliant Bids: 69

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. Three quotes were solicited, the vendor listed above was the lowest. This purchase is EDGAR compliant.

PARTICIPATING SCHOOL/DEPARTMENTS

Bonnie Brae Elementary
Clifford Davis Elementary
Eastern Hills Elementary
Natha Howell Elementary
D. McRae Elementary
Meadowbrook Elementary
Luella Merrett Elementary

Oakhurst Elementary
South Hi Mount Elementary
Springdale Elementary
Western Hills Elementary
Western Hills Primary
Woodway Elementary

RATIONALE:

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

INFORMATION SOURCE:

Charles Carroll



Quote

Date: May 22, 2019 School address: Fort Worth ISD
ATTN: Pat Sutton

Heinemann Order #	Author	Price	Qty	Sub-Total
978-0-325-06077-4	Fountas/Pinnell	\$ 2,900.00	13	\$ 37,700.00
978-0-325-06079-8	Fountas/Pinnell	\$ 3,416.00	11	\$ 37,576.00
978-0-325-06080-4	Fountas/Pinnell	\$ 3,324.00	14	\$ 46,536.00
		\$ -	0	\$ -
		\$ -	0	\$ -
		\$ -	0	\$ -
			Subtotal	\$ 121,812.00
			Shipping	\$3654.36
			Total	\$125,466.36

Thanks for the order!

Please send order to:
Heinemann
P.O. Box 6926
Portsmouth, NH 03802-6926
or
Fax: 877-231-6980
(if faxing order, please do not mail in original)

Prepared by:
Warren Instructional Network
Caitlyn Carpenter
Phone Direct: 832-477-1188
E-mail: caitlyn@warrenin.com

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE PURCHASE OF SOLUCIONES – LITERACY INTERVENTION PROGRAM FOR SPANISH READERS IN K-2

BACKGROUND:

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

STRATEGIC GOAL:

- 1- Increase Student Achievement**

ALTERNATIVES:

1. Approve Purchase of Soluciones – Literacy Intervention Program for Spanish Readers in Grades K-2
2. Decline to Approve Purchase of Soluciones – Literacy Intervention Program for Spanish Readers in Grades K-2
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Soluciones – Literacy Intervention Program for Spanish Readers in Grades K-2

FUNDING SOURCE

Additional Details

Special Revenue

211-11-6329-04K-XXX-30-510-000000-19F10

COST:

\$172, 698.75

VENDOR:

Benchmark Education Company

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 17-012

Number of Bid/Proposals received: 69

HUB Firms: 4

Compliant Bids: 69

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. Three quotes were solicited, the vendor listed above was the lowest. This purchase is EDGAR compliant.

PARTICIPATING SCHOOL/DEPARTMENTS

Bonnie Brae Elementary
Clifford Davis Elementary
Eastern Hills Elementary
Natha Howell Elementary
D. McRae Elementary
Meadowbrook Elementary
Luella Merrett Elementary

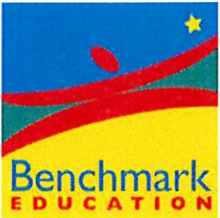
Oakhurst Elementary
South Hi Mount Elementary
Springdale Elementary
Western Hills Elementary
Western Hills Primary
Woodway Elementary

RATIONALE:

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

INFORMATION SOURCE:

Charles Carroll



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

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

QUOTE: 7282

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

Ship To:
Fort Worth ISD - RTI DEPT
100 N. University Suite NE 240
ATTN: PAT SUTTON
Fort Worth TX 76107-1360

ProdCode	Title	Unit Price	Qty	Total Price
XY0706	Soluciones Grades K-2 with ORR with E-Book 1-Year Subscription & THB 6-Year Subscription	\$9,675.00	17	\$164,475.00
PR991	PD-Implementation (Gratis)	\$0.00	3	\$0.00

Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
\$164,475.00		\$0.00	\$8,223.75	\$172,698.75

Memo
5% S/H per Kathy Trapp

* The above pricing cannot be combined with any other offers.
*Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.

Terms of Service

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

School Purchase Order Number: _____

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN UNT DALLAS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE AND ROLE OF THE PRINCIPAL IMPACT COLLABORATIVE (“PIC”)

BACKGROUND:

The Principal Impact Collaborative is a two-year program for an elite group of principals in the North Texas area. The goal of the program is to invest in and empower the urban principals who dedicate themselves to improving the performance of our community’s highest need schools. PIC has worked in collaboration with Fort Worth ISD since June 2016 when its inaugural cohort of principals participated in the two-year program. This partnership has continued to grow with another class of principals joining the program in 2018, and ending June 30, 2020. Previously affiliated with Uplift Education, the PIC initiative is now a part of UNT Dallas.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Memorandum Of Understanding Between UNT Dallas And Fort Worth Independent School District For The Purpose And Role Of The Principal Impact Collaborative (“PIC”)
2. Decline to Approve Memorandum Of Understanding Between UNT Dallas And Fort Worth Independent School District For The Purpose And Role Of The Principal Impact Collaborative (“PIC”)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum Of Understanding Between UNT Dallas And Fort Worth Independent School District For The Purpose And Role Of The Principal Impact Collaborative (“PIC”)

FUNDING SOURCE

Additional Details

General Fund	199-21-6299-001-999-99-349-000000	\$30,000.00
	199-21-6299-001-999-99-347-000000	\$20,000.00

COST:

\$50,000.00

The first installment is \$25,000.00, due July 1, 2019.

The second installment is due July 1, 2020 in the amount of \$25,000.00.

VENDOR:

UNT Dallas

PURCHASING MECHANISM

Inter-Local (IL) 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

Elementary School Leadership

Secondary School Leadership

RATIONALE:

The Principal Impact Collaborative is an innovative two-year program for an elite group of North Texas area principals. Principals will develop leadership skills that support idea development, effective project management and sustained impact. Selected principals will network and share best practices with like-minded peers; incubate and execute “big ideas” to drive impact on their campuses. In addition, school districts will retain high-performing principals who create an environment where teachers and staff want to stay and student learning thrives.

INFORMATION SOURCE:

Cherie Washington



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the parties hereto to support the professional development program of the Principal Impact Collaborative (“PIC”), an initiative of the UNT Dallas School of Education. The parties to this agreement are the University of North Texas at Dallas (“UNT”) and Fort Worth ISD (“FWISD” or “ISD”).

1. Purpose

- a. Schools desire to retain high-performing principals who create an environment where teachers and staff want to stay, and where student learning thrives. Experienced principals need to be empowered and inspired to drive impact on their campuses. The principals need opportunities to re-ignite their passion for the work, connect with like-minded peers, and dedicate time to setting and executing on a vision while balancing day-to-day responsibilities.
- b. The Principal Impact Collaborative is an innovative two year program for an elite group of North Texas area principals to:
 - i. Develop leadership skills that support idea development, effective project management, and sustained impact.
 - ii. Network and share best practices with like-minded peers.
 - iii. Incubate and execute a ‘big idea’ to drive impact on their campus.
 - iv. Mentor other principals to replicate the ‘big ideas’ on other campuses.

2. Term

- a. The Term of this Agreement shall commence on May 15, 2019 and end on July 30, 2021.

3. Fee

- a. FWISD agrees to pay program costs for each participating principal.
 - i. For the 2019 Cohort, who will complete the program in summer 2021, FWISD agrees to pay \$10,000 (\$5,000 per year) per principal.
- b. Payments for each participating principal may be made in two installments:
 - i. 2019 Cohort: First installment payment of \$5,000.00 per principal due July 1, 2019. Second installment payment of \$5,000.00 per principal due July 1, 2020.
- c. The Fee or Installment payment shall be submitted to UNTD.
 - i. Remit payment to: UNT Dallas c/o Principal Impact Collaborative, 7300 University Blvd, Dallas, TX 75241.

4. FWISD Responsibilities

- a. ISD is responsible for paying for each full year of program participation, for all participants who sign and complete participant commitment letter, even if a principal changes campuses or declines to stay in program after program starts in June.
- b. ISD will strive to keep the participating principal(s) on his/her current campus for the length of the PIC program.
 - i. If the principal moves to a new campus, PIC and ISD will support principal as they transition and adapt their project to the new campus.
- c. ISD will not recruit participating principals from other districts during the course of the PIC program.
- d. ISD will inform each principal’s direct supervisor of the PIC program and request that he/she engages in the PIC program, with activities including, but not limited to:
 - i. Completing 3-4 PIC qualitative surveys regarding principal leadership performance, in advance of principal application to PIC and annually after principal participates in program
 - ii. Attending 2-3 key program events per year, such as project kick-off (held during Summer Institute) and spring road shows;

- iii. Availability for regular check-ins (typically quarterly) with program leadership
- e. ISD will identify a key point of contact for general program administration, who will be responsible for informing district leadership about the PIC program development, communicating district needs to the PIC program team, and that all payments are made on time as provided herein.
- f. ISD agrees to support and drive principals' participation, including but not limited to allowing principal's to attend mandatory PIC program sessions.
- g. ISD agrees that participating principals who exceed absences allowed by program attendance policy may be dismissed from the PIC program.
 - i. No refunds or reimbursements of annual PIC fees will be provided to the ISD if dismissed from the program mid-year.
- h. ISD agrees that if a participating principal is removed from his/her principal position in the district, the principal may also be dismissed from the program.
 - i. No refunds or reimbursements of PIC fees will be provided to the ISD in this event.

5. UNTD Responsibilities

- a. UNTD agrees that it will not assist other districts or partner organizations in the recruitment of PIC participating principals from the ISD.
- b. UNTD agrees that it will provide between 13-17 days of high-quality professional development for participating principals.
- c. UNTD agrees to train participating principals with the intention of:
 - i. Developing a strong understanding of design thinking and its application to solving complex problems;
 - ii. Inspiring and enabling participating principals to be bold and innovative; and
 - iii. Equipping participating principals with greater personal leadership, decision-making and team-building skills.
- d. UNTD agrees to provide training for each participating principal to equip him or her with the tools necessary to benefit the ISD by:
 - i. Filling an unmet local need by providing quality professional learning for an elite group of experienced principals through facilitated action learning projects;
 - ii. Increasing principal job satisfaction and retention, reducing leadership turnover costs;
 - iii. Empowering participating principals to bring their 'big ideas' to life on their campuses, while respecting them as thought leaders; and
 - iv. Creating low-risk opportunities for broader impact as participating principals mentor other principals who want to replicate the participating principal's PIC project.
- e. UNTD agrees to provide personalized coaching to all participants through regular coaching calls or meetings that focus on the individual principals' leadership development and project execution.
- f. UNTD agrees to provide project management support and coaching to principals as they launch their campus project and implement in second year of the program.
- g. UNTD agrees to provide regular, e.g. quarterly, updates to principal supervisors and district leadership to communicate program progress, principal development topics, and opportunities to engage in program.
- h. UNTD agrees to engage with district leadership regarding program curriculum, to ensure program is meeting key areas of priority for district.

6. Confidential Information

- a. ISD agrees that it shall not, at any time during or after the termination of this Agreement, use for itself or others, disclose or divulge to others, any trade secrets, confidential information, or any other proprietary data of UNTD or PIC (hereafter referred to collectively as "PIC Confidential Information"). In addition, the parties acknowledge that certain data will be needed to verify results and track participation in PIC programs, however, ISD agrees to keep PIC Confidential Information confidential, and any release of PIC Confidential Information or other confidential information will only be released consistent with Texas and federal law, including the Family Educational Rights and Privacy Act (FERPA).
- b. As used in this Agreement, "IP" means any intellectual property, inventions, discoveries, designs, developments, processes, improvements, copyrightable material, and/or trade secrets discovered or created

by or in connection with this MOU, whether discovered or created alone or in conjunction with others. To the extent any IP is subject to copyright, the parties agree that any ownership interests will be shared among UNTD and the ISDs and/or CMOs represented on the particular team or group that discovers or creates such IP. To the extent any IP qualifies as a "work for hire" under applicable law, the parties hereby assign, and agree to assign, all rights therein to UNTD.

- i. NOTICE: THIS AGREEMENT SHALL NOT APPLY TO ANY IP FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITY OR TRADE SECRET INFORMATION OF PIC WAS USED AND WHICH WAS DEVELOPED ENTIRELY ON THE PARTICIPATING PRINCIPAL'S OWN TIME, UNLESS IT RESULTS FROM ANY WORK PERFORMED FOR PIC.

7. Data Sharing

- a. To facilitate and track the outcomes of the professional development program provided by PIC, for three (3) years following the termination of this MOU, ISD and PIC agree to the exchange of certain data related to the participating principals. The following non-identifiable, campus based and publicly available data will be provided to PIC under this MOU:
 - i. Campus level, non-identifiable campus climate and culture surveys (as completed by staff, students and parents) for 2 years prior to principal joining PIC, 2 years while participating in PIC, and 3 years post participating in PIC
 - ii. Non-identifiable, aggregate attendance and discipline data (campus wide and by grade level) for 2 years prior to principal joining PIC, 2 years while participating in PIC, and 3 years post participating in PIC
 - iii. Non-identifiable, campus level student achievement data (as measured by STAAR and mid-year assessments, campus wide and by grade level) for 2 years prior to principal joining PIC, 2 years while participating in PIC, and 3 years post participating in PIC
 - iv. Whether or not the participating principal(s) is/are still employed by the ISD.
 - v. The current job title of the participating principal(s).
- b. Data will be shared via electronic mail on an as needed basis only and only as permitted by law.
- c. PIC will ensure all reasonable precautions shall be taken to secure the data received from ISD.
- d. PIC shall not disclose, in whole or in part, the data described in this Agreement to any individual or agency not specifically authorized in this Agreement unless required by law.
 - i. Provided however, PIC may disclose aggregate, anonymous, and non-personally identifiable data information for program development purposes, upon written notice to ISD.
- e. PIC and ISD shall develop other specific data sharing requests based upon any projects/ideas developed by the participating principal(s) in the professional development program provided by PIC.

8. Governing Law

This Agreement shall be construed by and governed under the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Tarrant County, Texas.

9. Entire Agreement

- a. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this MOU/Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

10. Amendment

- a. This Agreement may be modified or amended only by mutual written agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. Severability

- a. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.

12. Assignment

- a. Neither party may assign or transfer this Agreement without the prior written consent of the other party.

Revised May 22, 2019

13. Dispute Resolution

- a. Each party will work together to meet the requirements of the MOU. The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives of each of the parties with authority to settle the relevant dispute. At the request of either party, a meeting or conference will be held within a reasonable time to resolve any problems or develop improvements in the operating procedures.

14. Disclaimer

- a. UNTD AND/OR PIC MAKE NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROGRAM OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

15. Miscellaneous

- a. To the extent permitted by law, both parties acknowledge and agree that neither shall be responsible for any loss, injury or other damage to the other person or property of any employee or volunteer participating in this agreement unless such loss, injury or damage results from the gross negligence or willful misconduct of that party, its agents, officers, or employees.
- b. This relationship is intended solely for the mutual benefit of the participating parties, and there is no intention, expressed or otherwise, to create any rights or interests for any other party or person.
- c. Neither party is an agent of the other, nor has the right or authority to bind the other through its actions or any other contracts or communications.
- d. Nothing in this MOU shall be deemed to waive any immunity or defense under federal, state, or local law of either party.

Bob Mong, President
 University of North Texas at Dallas
 7300 University Hills Blvd
 Dallas, TX 75241

Dr. Cherie Washington, Chief of Secondary Schools
Dr. Raul Pena, Chief of Elementary Schools
 Fort Worth Independent School District
 100 N. University Drive, NW 252 and NW 256
 Fort Worth, TX 76107

Signature Date: _____

Signature Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS WESLEYAN UNIVERSITY AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

Texas Wesleyan University (TWU) contacted Fort Worth ISD about entering into a Partnership Agreement for the U.S. Department of Education, National Professional Development Project. The intent of the grant referenced mutual goals of providing ongoing professional development opportunities for classroom teachers designed to enhance the ability of all teachers to improve and accelerate the language and literacy development and academic achievement of English Learners. The Bilingual/ESL Department will collaborate with TWU to develop the professional learning activities, provide dates, locations and times for at least 200 3-5 grade teachers who work with English Learners to participate in Part 1 and Part 2 trainings. The Bilingual/ESL Department will also work with Elementary School Leadership to facilitate the process for campuses to prepare for classroom visits. In addition, the Bilingual/ESL Department and Elementary School Leadership will allow TWU to conduct surveys and focus groups with teachers and leadership on the impact of the professional learning as provided by the grant and programmatic needs, to meet yearly grant reporting requirements from the U.S. Department of Education, Office of English Language Acquisition. Furthermore, the Bilingual/ESL Department will collaborate with the Grants Compliance and Monitoring Department to provide student achievement data from participating campuses for the NPD Grant Program Personnel to examine the impact of the programmatic activities on student achievement through the years. The Bilingual/ESL Department will ensure that professional learning space to execute the professional learning activities occur on district or campus locations.

STRATEGIC GOAL:

#1 Increase student achievement.

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Texas Wesleyan University and the Fort Worth Independent School District
2. Decline to Approve Memorandum of Understanding Between Texas Wesleyan University and the Fort Worth Independent School District
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Texas Wesleyan University and the Fort Worth Independent School District

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

Proposed schools and departments: Bilingual/ESL Department, Elementary Leadership, Grants Compliance and Monitoring, West Handley, Carroll Peak, Manuel Jara, George C. Clarke, Lily B. Clayton, E.M. Daggett, Rufino Mendoza, Diamond Hill, S.S. Dillow, Maude Logan, Eastern Hills, Harlean Beal, Rosemont Park, Glen Park, W.M. Green, Greenbriar, Van Zandt-Guinn, Hubbard Heights, H.V. Helbing, Kirkpatrick, Meadowbrook, D. McRae, M.H. Moore, Morningside, Oakhurst, Natha Howell, Oaklawn, M.L. Phillips, Luella Merrett, Versia Williams, Sam Rosen, Sagamore Hill, Richard J. Wilson, South Hi Mount, South Hills, Springdale, W.J. Turner, Washington Heights, Waverly Park, Westcliff, Westcreek, Western Hills, Worth Heights, T.A. Sims, Lowery Road, Alice Contreras, Cesar Chavez, Seminary Hills Park, Dolores Huerta

RATIONALE:

Fort Worth ISD will have the opportunity to participate in a 5-year National Professional Development Grant in partnership with Texas Wesleyan University. The National Professional Development program will provide, at no cost to Fort Worth ISD, professional development and capacity building activities. The focus will be on Vocabulary Enrichment Training for at least 200 3rd – 5th grade teachers working with English Learners.

INFORMATION SOURCE:

Charles Carroll

**Memo of Understanding (MOU)
BETWEEN
The Fort Worth Independent School District
AND
Texas Wesleyan University
NPD Vocabulary Development Grant**

The following is a memorandum of understanding between FORT WORTH INDEPENDENT SCHOOL DISTRICT (“District”) and Texas Wesleyan University (“TXWES”). The District and TXWES may be referred to individually as a “Party,” and collectively as the “Parties.” This Memorandum of Understanding (“MOU” or “Agreement”) articulates the goals and responsibilities of this partnership and establishes each party’s responsibilities associated with this Agreement.

1. Purpose:

TXWES and the District are joining to collaborate on an endeavor designed to provide vocabulary enrichment training to at least 200 3rd-5th grade teachers. This collaboration is funded by the NPD Vocabulary Development Grant, School of Education (“TXWES-NPD Grant”) — a 5-year grant.

2. Terms of Agreement:

2.1 TXWES will provide, at no cost to the District, the following professional development and capacity building activities:

Fall 2018—Vocabulary Training—Part 1 (Year 2 of Grant)

To provide professional development for 200 teachers working with English Learners (ELs) focused on vocabulary enrichment for 3rd-5th grade teachers who deliver content-area instruction. This project will collect data linking the provided in-service training to student language development and academic achievement.

The grant’s design focuses on training and teaching about words (vocabulary) to assist students in becoming independent learners by using a variety of strategies to decipher the meaning of words. Teaching EL strategies for inferring the meaning of newly encountered words.

1. In-service training for 3rd, 4th, and 5th grade teachers working with English Learners on vocabulary strategies to help them become independent readers focuses on these specific strategies:
 - a. Contextual Cues
 - b. Morphological Information
 - c. Polysemous words
 - d. Cognates/False Cognates
 - e. Using dictionaries and glossaries

2. TXWES will provide pre and posttests to assess teachers' knowledge before and after trainings.

To implement the above programmatic activities, TXWES requests that the District's Dual Language Program works with the TXWES NPD Director to provide opportunities for District teachers to attend the trainings offered (3 or 6 hours) by TXWES. (At least 200 teachers total are needed (3rd, 4th, & 5th grade teachers working with ELs).

Spring 2019—Classroom Visits

Classroom visits of teachers who participated in the Part 1 Fall 2018 Vocabulary Training.

- Classroom visits by Observers from Texas Wesleyan University will observe classrooms for approximately 30 minutes using Classroom Visit Checklist for evidence of the teachers using strategies from the vocabulary training.

To implement the above programmatic activities, TXWES requests permission to visit the elementary classrooms using the Classroom Observation Checklist. A list of teachers, schools, and their grade levels will be provided before visits to the Dual Language Director.

Fall 2019—Vocabulary Training—Part 2 (Year 3 of Grant)

1. In-service training for 3rd, 4th, and 5th grade teachers working with English Learners (ELs) on vocabulary strategies to help them become independent readers. The training, Part 2, focuses on *more in-depth* inferring strategies:
 - a. Contextual Cues
 - b. Morphological Information
 - c. Polysemous words
 - d. Cognates/False Cognates
 - e. Using dictionaries and glossaries

To implement the above programmatic activities, TXWES requests that the District's Dual Language Program works with the TXWES NPD Director to provide opportunities for District teachers to attend the trainings offered (3 or 6 hours) by TXWES. (At least 200 teachers total are needed (3rd, 4th, & 5th grade teachers working with ELs).

Spring 2020—Classroom Visits

Classroom visits of teachers who participated in the Part 2 Fall 2019 Vocabulary Training.

- Classroom visits by Observers from TXWES will observe classrooms for approximately 30 minutes using Classroom Visit Checklist for evidence of the teachers using strategies from the vocabulary training.

To implement the above programmatic activities, TXWES requests permission to visit the elementary classrooms using the Classroom Observation Checklist. A list of teachers, schools, and their grade levels will be provided before visits to the Dual Language Director.

Fall 2020—(Year 4 of Grant)

To implement the programmatic activities of the grant for year 4, we request the following number of schools to be selected at random from your list of elementary dual language schools. These randomly chosen schools will participate in the randomized control trial study:

Experimental Program Condition (Intervention)

- 5 elementary schools with classrooms 3-5 grades starting fall 2020-21 academic year
 - Weekly Teacher Learning Community meetings
 - Pre/Post tests using Peabody Picture Vocabulary & district assessments. In addition to a district approved and adopted literacy screener for grades 3 through 5 in English and Spanish if appropriate for English Learner.
 - 10 weekly words, lesson plans, lesson guides, homework assignments
 - Lessons taught for 12 weeks
 - Visit classrooms for qualitative feedback to teachers regarding lessons
 - Assessments

For the Control/Comparison Condition (Comparison)

- 5 elementary schools with classrooms 3-5 starting in 2020-21 academic year

2.2 The District will provide:

1. Opportunities (dates, places, & times) for District Dual Language Teachers to attend the Vocabulary Trainings provided by TXWES in advance for planning purposes. (Need to have at least 200 teachers each part to participate in trainings for Part I and Part II trainings);
2. Contact information on school leadership and facilitate process with campuses for classroom visits;
3. Acknowledge the TXWES-NPD grant on Vocabulary Strategies and allow it to conduct surveys and focus groups with teachers and leadership on the impact of the professional learning as provided by the grant and programmatic needs, to meet yearly grant reporting requirements from the US Department of Education, OELA;
4. Provide students' achievement data from participating campuses for the NPD Grant program personnel to examine the impact of the programmatic activities on students' achievement through the years; and
5. Provide professional learning space to execute professional learning activities at district level and/or campus level.

3. Term and Termination:

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

3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) day written notice of termination to the other Party.

4. Notices:

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

For the District:

Name: Dr. Stacy M. Burrell
Title: Director, Grants Compliance and Monitoring
Address: 100 N. University Dr., SW 212A
Fort Worth, TX 76107
Email: stacy.burrell@fwisd.org

For TXWES:

Name: Dr. Patsy J. Robles-Goodwin
Title: Professor of Education
Organization: Texas Wesleyan University
Address: 1201 Wesleyan Street, Fort Worth, TX 76105
Email: problesgoodwin@txwes.edu

5. Miscellaneous Terms:

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

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

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

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

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

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

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

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

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

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

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

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

5.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.


5.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

5.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.

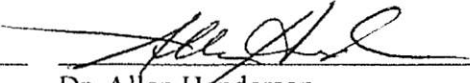
5.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

5.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and TXWES signify that each Party understands and will comply with the conditions stated above.

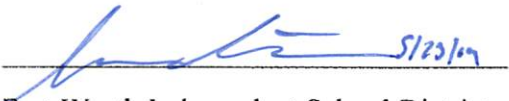


Mr. Charles T. Carroll
Chief Academic Officer
Fort Worth ISD



Dr. Allen Henderson
Provost
Texas Wesleyan University

Approved as to Form:



Fort Worth Independent School District
Legal Counsel

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

BETWEEN

Fort Worth Independent School District

AND

Texas Wesleyan University

1. Introduction

1.1 This Data Sharing Agreement for Educational Research Purposes (the “Agreement”) is made between the Fort Worth Independent School District (“District”) and the Texas Wesleyan University (“Researcher”). The District and Researcher may be referred to individually as a “Party,” and collectively as the “Parties.”

2. Purpose

2.1 The purpose of this Agreement is to:

2.1.1 Establish a working relationship between the District and Researcher;

2.1.2 This research study is design to provide professional development for 200 teachers working with English Learners (ELs) focused on vocabulary enrichment for third through fifth grade teachers who deliver content-area instruction. This project will collect data linking the provided staff development training to student language development and academic achievement. The training strategies focus on contextual cues, morphological information, polysemy words, cognates/false cognates, and using dictionaries and glossaries.

2.1.3 Authorize the use of specified student and/or employee information to Researcher for use as described herein;

2.1.4 Protect against unauthorized use, disclosure, and access to personally identifiable student information (“PII”).

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

3. Process of Collaboration

3.1 Each Party shall ensure that all research and/or projects adhere to each Party’s respective institutional guidelines and policies. A description of data fields and files to be accessed

or requested, including but not limited to PII, are provided in Exhibit A. Researcher shall be solely responsible for obtaining any necessary review and approval by an institutional review board for research studies involving human subjects, if applicable.

4. Research Studies to Improve Instruction

4.1 The District has a need for a research study to provide valuable information to the District regarding the teaching about words (vocabulary) to assist ELs in becoming independent learners by using a variety of strategies to decipher the meaning of words; and wishes to authorize Researcher to receive certain data, including 2019-2022 student literacy development data for the purpose of conducting a research study (the “Research Study or Research Studies”).

4.2 The Research Study will focus primarily on teacher in-service, teacher training, and classroom observations, including targeting classrooms in year 4 of the study (2020-21) for experimental study. Researcher’s will use District data to identify the effective instructional strategies used by teachers for teaching vocabulary to English Learners. The Research Study may be used by the District to inform instructional strategies for improving educational instruction and outcomes in the District, and for any other educational purpose as determined by the District. The Research Study may also consist of analyses intended to be useful to the District in informing education policies, strategies and practices.

4.3 Researcher will provide research and analysis to the District that will primarily focus on the results of the teacher in-service trainings through pre and post tests, classroom visit checklist results, and experimental study results. Researcher will use District data to determine if the teacher knowledge and learned knowledge of vocabulary, instructional strategies utilized in the classroom acquired during the professional development provide by the researchers, positively impacted the literacy development of 3rd to 5th grade students as compared to teachers not participating in the trainings.

4.4 Subject to the provisions of Section 7, Researcher will NOT share, present, or publish District-specific data and results with any entity except the District, unless Researcher obtains written approval by the District.

5. Scope of Data to be Disclosed

5.1 The District will share a number of raw data files and fields as listed in Exhibit A. Should Researcher require other data elements in addition to those listed in Exhibit, the Parties will mutually agree in writing to amend Exhibit A to include descriptions of those additional data elements. Notwithstanding anything to the contrary, the District will not provide (and Researcher will not request) any student’s and/or employee’s social security number. The particular data files and fields to be shared will be specified and outlined in Exhibit A and will depend upon the nature of the questions to be addressed by Researcher.

5.2 All Research Studies and research activities by Researcher must be administered with minimal intrusion on instructional time.

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

5.4 Researcher will use PII shared under this Agreement for no purpose other than to meet the objectives of the Research Study. Non-PII will be used by Researcher for purposes defined in this Agreement and may be used by Researcher, in aggregate form.

6. Permission for [Identify the third party to release data (if applicable)]

[6.1 Example: District gives permission to the College Board to release the data specified in Exhibit A to Researcher for the purpose outlined in this Agreement. The stated College Board data will not be released to Researcher for any reason other than that stated in this Agreement.]

7. Limitations on Use

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

7.2 Access by Researcher to District data shall be governed by this Agreement, and Researcher may not use PII for any purpose other than the purpose outlined in this Agreement.

7.3 Notwithstanding any other restriction contained herein, Researcher shall have the right to present, publish, or use District data gained in the course of conducting the Research Study, in aggregate form, subject to the provisions of this Section 7, only if such disclosure does not contain PII. Accordingly, any publication or dissemination of data by Researcher will be reported in the aggregate and converted to de-identified information. “De-identified information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student’s name; the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as the student’s social security number, student number, or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and

mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Researcher or the District reasonably believes knows the identity of the student to whom the education record relates. Researcher may not present or publish data comparing or listing specific districts and/or school-specific information without written District approval, provided that Researcher may share such data with individuals and/or organizations who are disclosed to and approved by the District, in writing, and who have executed a written confidentiality agreement with Researcher agreeing not to share or disseminate such information provided by Researcher.

7.4 Researcher will not share, present, or publish District-specific data and results that contain PII with any entity except the District, unless authorized in writing by the District. Notwithstanding the foregoing, Researcher shall be permitted to publish and present a Research Study or reports in aggregate form, with no PII, with all other participating states, county districts, and/or schools.

7.5 Researcher shall cooperate with the District as to any reasonable request to review Researcher's compliance with the terms of this Agreement.

8. Confidentiality of Personally Identifiable Information

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

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

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

8.4 Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this Agreement, Researcher shall not provide any

District data obtained under this Agreement to a third party without the prior written authorization of the District.

8.5 Researcher stipulates that this Agreement does not convey ownership of the District data to Researcher. The District retains ownership of the PII that it provides pursuant to this Agreement.

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

9. Term and Termination

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

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

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

10. Financial Arrangements

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

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

11. Notices

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

For the District:

Name: Dr. Stacy M. Burrell
Title: Director, Grants Compliance and Monitoring
Address: 100 N. University Dr., SW 212A
Fort Worth, TX 76107
Email: stacy.burrell@fwisd.org

For the Researcher:

Name: Dr. Patsy J. Robles-Goodwin
Title: Professor of Education
Organization: Texas Wesleyan University
Address: 1201 Wesleyan Street, Fort Worth, TX 76105

Email: problesgoodwin@txwes.edu

12. Right to Audit

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

13. Responsibility for Improper Disclosure of Personally Identifiable Information

13.1 Researcher shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of Researcher, its board members, officers, employees, contractors, or agents. Researcher agrees to indemnify the District and hold the District harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of Researcher, its board members, officers, employees, contractors, or agents, and to defend the District against such claims for damages. The parties agree that the terms and requirements of this Section 13 survive the expiration of the term of this Agreement.

14. Miscellaneous Terms

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

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

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

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

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

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

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

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

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

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

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

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

14.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

14.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.


14.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.

14.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

14.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

14.18 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Researcher signify that each Party understands and will comply with the conditions stated above.


[Texas Wesleyan University]

By: 
Dr. Allen Henderson
Title: Provost
Date: April, 22, 2019

Fort Worth Independent School District

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


aa
5/20


Approved as to Form:

Fort Worth Independent School District
Legal Counsel

Data Sharing Agreement Exhibit A

The Fort Worth Independent School District authorizes the Texas Wesleyan University to access and analyze student level data for the following:

Specific Data to be Accessed: See below.

Data Contained in the Following School Years: 2019-2022

Purpose: See below

Personnel with Access To Personally Identifiable Information: The following Texas Wesleyan University personnel have a legitimate interest in having access to the personally identifiable information involved in this Research Study and will have such access:

Dr. Patsy J. Robles-Goodwin
Dr. Jessica Salazar

The National Professional Development program will provide, at no cost to your district, the following professional development and capacity building activities for your district.

Fall 2018—Vocabulary Training—Part 1 (Year 2 of Grant)

To provide professional development for 200 teachers working with English Learners (ELs) focused on vocabulary enrichment for 3rd-5th grade teachers who deliver content-area instruction. This project will collect data linking the provided in-service training to student language development and academic achievement.

The grant's design focuses on training and teaching about words (vocabulary) to assist students in becoming independent learners by using a variety of strategies to decipher the meaning of words. Teaching EL strategies for inferring the meaning of newly encountered words.

1. In-service training for third, fourth, and fifth grade teachers working with English Learners on vocabulary strategies to help them become independent readers focuses on these specific strategies:
 - a. Contextual Cues
 - b. Morphological Information
 - c. Polysemy words
 - d. Cognates/False Cognates
 - e. Using dictionaries and glossaries

2. TWU will provide pre and posttests to assess teachers' knowledge before and after trainings.

To implement the above programmatic activities with your district, we request that FWISD Dual Language Program work with TWU NPD Director to provide opportunities for FWISD teachers to attend the trainings offered (6 hours) by TWU. (At least 200 teachers total are needed (3rd, 4th, & 5th grade teachers working with ELs).

Spring 2019—Classroom Visits

Classroom visits of teachers who participated in the Part 1 Fall 2018 Vocabulary Training.

- Classroom visits by one or two Observers from Texas Wesleyan University will observe classrooms for approximately 30 minutes using Classroom Visit Checklist for evidence of the teachers using strategies from the vocabulary training.

To implement the above programmatic activities with your district, we request permission to visit the elementary classrooms using the Classroom Observation Checklist. A list of teachers, schools, and their grade levels will be provided before visits to the Dual Language Director.

Fall 2019—Vocabulary Training—Part 2 (Year 3 of Grant)

1. In-service training for third, fourth, and fifth grade teachers working with English Learners (ELs) on vocabulary strategies to help them become independent readers. The training, Part 2, focuses on *a more in-depth* inferring strategies:
 - a. Contextual Cues
 - b. Morphological Information
 - c. Polysemy words
 - d. Cognates/False Cognates
 - e. Using dictionaries and glossaries

To implement the above programmatic activities with your district, we request that FWISD Dual Language Program work with TWU NPD Director to provide opportunities for FWISD teachers to attend the trainings offered (6 hours) by TWU. (At least 200 teachers total are needed (3rd, 4th, & 5th grade teachers working with ELs).

Spring 2020—Classroom Visits

Classroom visits of teachers who participated in the Part 2 Fall 2019 Vocabulary Training.

- Classroom visits by one or two Observers from Texas Wesleyan University will observe classrooms for approximately 30 minutes using Classroom Visit Checklist for evidence of the teachers using strategies from the vocabulary training.

To implement the above programmatic activities with your district, we request permission to visit the elementary classrooms using the Classroom Observation Checklist. A list of teachers, schools, and their grade levels will be provided before visits to the Dual Language Director.

Fall 2020—(Year 4 of Grant)

To implement the programmatic activities of the grant for year 4, we request the following number of schools to be selected at random from your list of elementary dual language schools. These randomly chosen schools will participate in the randomized control trial study:

Experimental Program Condition (Intervention)

- 5 elementary schools with classrooms 3-5 starting fall 2020-21 academic year
 - Weekly Teacher Learning Community meetings
 - Pre/Post tests using Peabody Picture Vocabulary & district assessments. In addition to a district approved and adopted literacy screener for grades 3 through 5 in English and Spanish if appropriate for English Learner.
 - 10 weekly words, lesson plans, lesson guides, homework assignments
 - Lessons taught for 12 weeks
 - Visit classrooms for qualitative feedback to teachers regarding lessons
 - Assessments

For the Control/Comparison Condition (Comparison)

- 5 elementary schools with classrooms 3-5 starting in 2020-21 academic year

FORT WORTH INDEPENDENT SCHOOL DISTRICT will provide:

1. Opportunities (dates, places, & times) for FWISD Dual Language Teachers to attend the Vocabulary Trainings provided by Texas Wesleyan University in advance for planning purposes. (Need to have at least 200 teachers each part to participate in trainings for Part 1 and Part II trainings);
2. Contact information on school leadership and facilitate process with campuses for classroom visits;
3. Acknowledge the TWU NPD grant on Vocabulary Strategies and allow it to conduct surveys and focus groups with teachers and leadership on the impact of the professional learning as provided by the grant and programmatic needs, to meet yearly grant reporting requirements from the US Department of Education, OELA;
4. Provide students' achievement data from participating campuses for the NPD Grant program personnel to examine the impact of the programmatic activities on students' achievement through the years; and
5. Provide professional learning space to execute professional learning activities at district level and/or campus level.

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

**TOPIC: APPROVE LICENSE AGREEMENT WITH MULTIPURPOSE ARENA
FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORPORATION
FOR THE 2020 GRADUATION CEREMONIES**

BACKGROUND:

Dickies Arena (a.k.a. Multipurpose Arena Fort Worth) will open in November 2019. To expand venue opportunities for larger matriculating schools, that historically have hosted their graduation ceremonies at Wilkerson-Greines Activity Center, we propose to move these graduations to the Dickies Arena. This will allow schools to commemorate this culminating event in a more celebratory setting. Fort Worth ISD Administration will determine the list of schools hosting their graduations at Dickies Arena. The term of the license agreement extends from Wednesday, May 27, 2020 – Friday, May 29, 2020.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve License Agreement With Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corporation For The 2020 Graduation Ceremonies
2. Decline to Approve License Agreement With Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corporation For The 2020 Graduation Ceremonies
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve License Agreement With Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corporation For The 2020 Graduation Ceremonies

FUNDING SOURCE

Additional Details

General Fund

199-11-6266-001-XXX-11-349-000000

COST:

\$195,000.00

The \$30,000.00 deposit is due upon execution of the agreement. The remaining balance is due 30 days prior to the event date.

VENDOR:

Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corp.

PURCHASING MECHANISM

License Agreement between Multipurpose Arena Fort Worth (d/b/a Trail Drive Management Corporation and Fort Worth Independent School District.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Administration will determine the list of schools hosting their graduations at Dickies Arena.

RATIONALE:

The facility has all accommodations which include convenient location, space and parking for these events.

INFORMATION SOURCE:

Cherie Washington

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into by and between **MULTIPURPOSE ARENA FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORP.**, a Texas non-profit corporation ("Licensor"), having its principal office at 115 West 2nd Street, Suite 204, Fort Worth, Texas 76102 until November 1, 2019 and then after November 1, 2019, 1911 Montgomery Street, Fort Worth, Texas 76107, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT, a local governmental entity/political subdivision of the State of Texas** ("Licensee"), having an office at 100 North University Dr NW 255B, Fort Worth Texas 76107 to be effective as of the 5th day of February, 2019 (the "Effective Date").

RECITALS

A. Licensor manages and operates the multipurpose arena and adjacent support facilities in Fort Worth, Tarrant County, Texas, known as the Dickies Arena (the "Arena"), and has the authority to license the use of the Arena to others for the purposes of holding and presenting events.

B. Licensee desires to license the use of the Arena for the purpose of holding and presenting a special event on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed in this License, Licensor and Licensee agree as follows:

1. Grant of License; Premises. Licensor hereby grants to Licensee, upon the terms and conditions set forth in this Agreement, a license to use, and Licensor shall make available to Licensee, the portions of the Arena and its facilities and adjacent areas as may be necessary for the presentation of 2020 through 2022 Fort Worth ISD Commencements (the "Events"), including the Arena's floor, seating facilities, access areas, scoreboard, public address system, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena (the "Licensed Premises"). A floor plan of the Leased Premises is attached to this Agreement as **Exhibit "A"**. Licensee acknowledges that the Licensed Premises do not include the exhibit hall adjacent to the Arena and Licensee has no right or license to use the exhibit hall pursuant to this Agreement. Licensee may use the Licensed Premises only to conduct and present the Event during the Term specified below and on the terms and conditions set forth in this License. Licensee agrees that it is licensing the Licensed Premises "AS IS", that no oral representations as to the condition thereof or as to the terms of this License were made by Licensor, and that the Licensed Premises shall not be altered, repaired, added to, improved or changed without the prior written consent of Licensor.

2. Term; Scheduling.

A. Term.

1. The term of the license granted for the Event shall commence Wednesday May 27, 2020 at 8:00 AM and shall expire Friday May 29, 2020 at 10:00 PM (the "Term"). There will be three (3) commencements per day; 10 am, 2pm, 6pm.

B. Load-In/Load-Out.

In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge, for (i) preparation of the Event, including delivery, load-in, and set-up of Licensee's freight and other properties on May 27, 2020 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event, May 29, 2020 ending at a mutually agreed time but in any event no later than 11:59 PM (the "Load-In/Load-Out Period").

C. Scheduling. Licensee shall be solely responsible for the coordination of any and all deliveries for the Event (or each session thereof) during the Load-In/Load-Out Period, and shall use best efforts to coordinate and conduct its activities in such a way as to minimize interference with Licensor's use of the Arena. If the Event (or any session thereof) shall run beyond 11:59 p.m. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be responsible for any additional expenses incurred by Licensor.

3. Duties of Licensee. In connection with the presentation of the Event, Licensee shall provide (or cause to be provided) and pay for the following:

A. All participants and staff required for the proper presentation of the Event, including but not limited to performer, performer medical staff, sound system, lighting, technical, catering, any set-up personnel, and any other staff regularly employed by Licensee or necessary for proper presentation of the Event, together with Workers' Compensation Insurance with respect to such personnel as required by law;

B. All tangible items of property necessary for the proper presentation of the Event;

C. All ASCAP, BMI, Sesac and similar licenses required for the use of copyrighted or licensed music in connection with the presentation of the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, all of which licenses and permits shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

D. The credit card commissions, advertising, promotion and publicity campaign necessary and desirable to promote the Event;

E. Except for the specific obligations of Licensor set forth in Section 4 below, all obligations of any kind or nature with respect to the Event shall be the sole responsibility of Licensee, and Licensee shall comply with all rules, regulations, laws, ordinances, and other regulations as may be in effect at the times during the Term.

4. Duties of Licensor. In connection with the presentation of the Event, Licensor shall provide, or cause to be provided, the following (the costs of which shall be borne by Licensee in addition to the Base License Fee [as defined in Section 6.A.(1) below], except as otherwise expressly provided below):

A. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto (the costs of which shall be included within the Base License Fee);

C. Cleaning and janitorial service during and after the Event (the costs of which shall be included within the Base License Fee);

D. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Section 3.A.(1) above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors, change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator and ticket takers for the day or evening of each session of the Event (the costs of which shall be included within the Base License Fee);

E. 50 Complimentary parking spaces each day for administration, school board and staff.

F. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor;

5. Marketing and Advertising.

A. Promotion of the Event. Licensee, at its expense, shall provide the necessary personnel to, and shall use its best efforts to, market and promote the Event.

B. Marketing and Advertising of the Event.

(1) All advertisements for the Event shall be developed by or at the request of Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(2) Without the prior written approval of Licensor, which approval shall not be unreasonably withheld or delayed, Licensee shall not in any manner transmit, record or videotape or otherwise reproduce or disseminate any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television and/or pay television, video disc or phonograph recording).

(3) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement or promotional announcement to be posted or made within the Arena.

(4) Licensee shall make mention of the name "Dickies Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Dickies Arena" logo prescribed by Licensor to identify the Dickies Arena, positioned full width across the bottom of any promotional materials. All such uses of the "Dickies Arena" name, logo, service mark, or other copyrighted material belonging to Licensor or otherwise pertaining to the Arena must be approved by Licensor prior to the dissemination of any promotional materials, which approval may be withheld in Licensor's sole discretion.

(5) All advertisements for the Event presented pursuant to the provisions of this Agreement (including but not limited to, all advertising, publicity material, promotions material, press releases, posters, flyers, handbills and radio and television commercials) shall be submitted by Licensee to Licensor for its prior approval before use. Licensee agrees to revise the above-referenced portions of its advertisements to incorporate any reasonable comments submitted by Licensor.

C. Notice in the Event of Cancellation. In the event of cancellation of the Event, it shall be the responsibility of Licensee to make a public announcement, at Licensee's expense, concerning the cancellation as soon as possible following the cancellation, including making announcements, where time constraints allow, in media where paid advertisements for the Event were run.

6. License Fee.

A. In consideration for the license to use the Licensed Premises granted herein, and Licensor's agreement to provide the items set forth in Section 4 above, Licensee shall pay Licensor the following (collectively, the "License Fee"):

(1) A flat fee of **Sixty-Five Thousand (\$65,000) Dollars per day for a total of One Hundred Ninety-Five Thousand (\$195,000)** (the "Base License Fee"). The Base License Fee shall include all reimbursable items in Sections 4.A through 4.E., excluding any applicable taxes required to be paid to any governmental entity thereon.

(2) Licensee shall be responsible for stagehands, catering, credit card commissions, overnight security, any applicable taxes required to be paid to any governmental entity for the Event or on any payments made by Licensee to Licensor under this Agreement, advertising, insurance, engineering fee (if required) and all other reimbursable expenses listed in Section 4.F. above.

Non-Refundable Deposit. A non-refundable deposit in the amount of Thirty Thousand Dollars (\$30,000) is due and payable to Licensor upon execution of this Agreement. Such deposit shall be credited to the Base License Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor. Licensor shall send an invoice to Licensee Sixty (60) days prior to the event date with remaining balance due.

B. Settlement. The balance of the License Fee shall be payable 30 days prior to the event date. At the conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a preliminary settlement respecting all items of income and expense which are subjects of this Agreement. At said settlement, Licensee and Licensor shall preliminarily account to the other for all income items received by each as of such date and shall make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. within Thirty (30) days of receipt of invoice. A final settlement shall be made by the parties within seven (7) business days following the expiration of the Term.

C. Premium Seating. Licensee acknowledges that use of all suites and other premium seating areas in the Arena (as designated by Licensor) are neither part of the Licensed Premises nor licensed or provided by Licensor to Licensee, and Licensee acknowledges and agrees that any revenue derived from the utilization or license of such suites and other premium seating areas in connection with the Event shall be for the sole account of Licensor.

D. Collection of License Fee. Licensee shall pay Licensor the License Fee and any and all additional fees due hereunder without abatement, deduction or set-off. Licensor may, at its election, collect all or any part of the License Fee due hereunder out of the receipts of sales of tickets, by whatever source, or concessions provided by or on behalf of Licensor, and Licensor shall have a first lien upon and security interest in such receipts to the extent of any amount required to be paid to Licensor by Licensee hereunder.

7. **Licenses.** Licensee shall secure in advance, prior to commencement of the Term, (a) all licenses and permits that may be required by or in connection with the use of the Arena for the Event and (b) all licenses required by any performing arts societies, such as ASCAP and/or BMI, for music or other works to be utilized or displayed in connection with the Event. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Event. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

8. Concessions/Merchandising/ Parking Programs.

A. **Concessions.** Licensor specifically reserves to itself and its concessionaires the exclusive right to operate, license, or permit others to operate during the Term any and all concessions for the sale of food, refreshments, beverages, any other concessions and other merchandise of any kind in all of the facilities of the Arena, and Licensor specifically reserves and retains all proceeds from the sale of such food, refreshments, beverages, and other concessions and merchandise at the Event (except as otherwise provided in Section 8.B. below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage, or other merchandise and shall have no right to operate any concessions during the Event, without obtaining Licensor's prior written approval, which approval shall be in Licensor's sole discretion. The preceding language to the contrary notwithstanding, Licensor agrees that no alcoholic beverages will be sold in the Licensed Premises prior to or following the Events.

B. **Merchandise.** Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate, during the Term, any and all retail sales of merchandise concessions at mutually agreed-upon prices, with its Licensor's designated personnel, and all proceeds from the sale thereof, after deduction of applicable taxes and city licenses and inspections charges, shall be divided in a manner to be negotiated 60 days prior to Event if applicable. Prior to commencement of the Term, Licensee shall deliver, or cause to be delivered, all merchandise to be sold by Licensor hereunder. As between Licensor and Licensee, Licensee shall insure against and bear the risk of damage, theft or other loss of such merchandise, whether or not such merchandise is in the possession or control of Licensor at the time of such loss, unless such claims arise from the negligence or willful misconduct of Licensor and its agents, employees, and contractors, and shall be responsible for all freight and transportation of such merchandise to and from the Arena. Licensee must notify third parties as may be necessary of these rights and that any sale of merchandise requires a written approval of Licensor setting forth the disposition of proceeds from sales.

C. **Parking.** Neither Licensee nor any of its officers, agents, employees, independent contractors, or others in any way connected with Licensee, shall park any vehicles of any kind anywhere on the Licensed Premises unless approved in writing by Licensor in each instance. If such parking is approved, the approved parties may park only in such areas and at such times as are specifically designated by Licensor. Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate during the Term any and all parking programs or parking privileges, and all proceeds from the sale of such parking privileges.

9. **Time of Occupancy.** Licensor shall open the Arena to the public at least one (1) hour before the Event (or each session thereof).

10. Insurance.

A. Liability Insurance Coverages. Licensee shall, at its sole expense, maintain in effect at all times throughout the Term and the Load-In/Load-Out Period insurance coverage with limits not less than those set forth below with insurers satisfactory to Licensor and licensed to do business in Texas:

<u>Insurance</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000

This policy shall include a waiver of subrogation in favor of Indemnitees.

Commercial General Liability	\$1,000,000
Bodily Injury/Property Damage	each occurrence or equivalent, subject to a \$2,000,000 aggregate

This policy shall be on a form acceptable to Licensor endorsed to include the Indemnitees as additional insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnitee, and shall include the following coverages:

- a) Premises/Operations
- b) Independent Contractors
- c) Limited Form Contractual specifically in support of, but not limited to, the indemnity section of this License
- d) Broad Form Property Damage
- e) Personal Injury Liability with contractual and employee exclusions removed

Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit
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This policy shall be on a form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnitees as additional insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnitee, and shall include a waiver of subrogation in favor of Indemnitees.

B. Personal Property Insurance. Licensee shall at all times throughout the Term and the Load-In/Load-Out Period, at its sole cost and expense, maintain in full force and effect insurance against fire, vandalism, malicious mischief, business interruption, and such additional and other perils as now are or hereafter or may be included in an "All Risks" insurance policy, which shall insure Licensee's interest in trade fixtures, furnishings, equipment, stock, improvements, betterments, and other items of personal property constructed or placed in the Licensed Premises, extra expense, business interruption or loss of income, in an amount not less than one hundred percent (100%) of their replacement value. Said insurance policy shall provide for the following: (a) no coinsurance or contribution clause; (b) replacement cost endorsement; and (c) deductible amount not to exceed \$1,000.00 without the prior written consent of Licensor.

As long as this License is in effect, the proceeds from any such policy shall be used for the repair and replacement of Licensee's trade fixtures, equipment, merchandise, and business interruption or loss of income.

C. Licensor's Right to Provide Insurance. If Licensee refuses or fails to provide the insurance required to be carried by Licensee pursuant to this Section 10, Licensor shall have the right, but not the obligation, to obtain such insurance and, within ten (10) days after receipt by Licensee of Licensor's request for reimbursement, Licensee shall reimburse Licensor for the cost of such insurance.

D. Certificates. Evidence of these coverages represented by certificates of insurance issued by the insurance carrier must be furnished to Licensor prior to Licensee entering upon the Licensed Premises. Certificates of insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such certificates of insurance shall state that the insurance carrier will endeavor to provide written notice to Licensor thirty (30) days prior to cancellation, material change, or non-renewal of insurance, except in the case of non-payment of premiums, for which notice is ten (10) days. Licensee shall provide to Licensor upon request a certified copy of any and all applicable insurance policies. Timely renewal certificates will be provided to Licensor as the coverage renews.

11. Indemnity.

A. INDEMNITY. TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS LICENSOR, EVENT FACILITIES FORT WORTH, INC., THE CITY OF FORT WORTH, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, OFFICIALS, AND EMPLOYEES (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND (COLLECTIVELY, "CLAIMS") ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN, OR ABOUT THE LICENSED PREMISES OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, CONTRACTOR, SUBCONTRACTOR, PATRON, ARTIST, OR GUEST OF LICENSEE, OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OF LICENSEE UNDER THIS LICENSE EVEN IF SUCH CLAIMS ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH CLAIM, LICENSEE, ON NOTICE FROM LICENSOR, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT LICENSEE'S EXPENSE. TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS SECTION 7.A. APPLY TO ALL ACTIVITIES OF LICENSEE WITH RESPECT TO THE EVENT AND THE LICENSED PREMISES, WHETHER OCCURRING BEFORE OR AFTER THE EFFECTIVE DATE AND BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LICENSE. LICENSEE'S OBLIGATIONS UNDER THIS PARAGRAPH ARE NOT LIMITED TO THE LIMITS OR COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THIS LICENSE.

B. WAIVER: ALL PERSONAL PROPERTY BROUGHT INTO THE LICENSED PREMISES BY OR ON BEHALF OF LICENSEE IS AT THE RISK OF LICENSEE ONLY,

AND LICENSEE WAIVES ALL CLAIMS AGAINST INDEMNITEES FOR ANY DAMAGE TO OR THEFT OF PERSONAL PROPERTY IN THE LICENSED PREMISES, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE. TO THE EXTENT LICENSEE CHOOSES TO INSURE THIS PERSONAL PROPERTY, LICENSEE WILL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF ANY INDEMNITEE AND PROVIDE A CERTIFICATE OF INSURANCE VERIFYING THIS WAIVER. LICENSOR WAIVES AND RELINQUISHES ANY RIGHT OR CLAIM AGAINST LICENSEE FOR DAMAGE TO THE LICENSED PREMISES BY WAY OF SUBROGATION OR ASSIGNMENT, TO THE EXTENT COVERED BY INSURANCE PROCEEDS. LICENSOR SHALL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF LICENSEE, AND A CERTIFICATE OF INSURANCE WILL BE MADE AVAILABLE AT THE REQUEST OF LICENSEE.

C. THIS AGREEMENT IS A CONTRACT FOR GOODS AND SERVICES WITHIN THE MEANING OF SECTION 271.151, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED. EXCEPT AS PROVIDED IN THIS SECTION, LICENSEE DOES NOT WAIVE LICENSEE'S STATUTORY IMMUNITY.

12. Ticket Sales.

A. Tickets. During the Term hereof, this will be a non-ticketed Event and it is understood that no tickets will be sold to the public. If Licensee chooses to make tickets available for public sale then all admittance into the Arena shall be by ticket only. The Arena will be reserved seating only, and all registrants will be registered to a designated seating level based upon available seating after all production seating holds (if applicable) have been determined.

B. Ticketing Company. Licensee has no right by virtue of this license to sell or distribute tickets to the Event, it being understood that Licensor retains the sole right to control the means and manner of sale and distribution of tickets. Licensee acknowledges the exclusive nature of the contract between Licensor and its current (or successor) ticketing company ("Ticketing Company") for the sale and distribution of all tickets for events at the Arena, including without limitation, the Event. Licensor shall not permit tickets or passes in excess of the seating capacity of the Arena to be sold or distributed. Licensor agrees that any seat with limited or impaired vision shall not be placed on sale unless written approval is received from Licensee and, if permission is granted, such tickets shall be clearly marked accordingly as "OBSTRUCTED." Licensor shall cause its Ticketing Company to furnish ticketing services for the Event, and Licensor shall act as the custodian of all revenue from the sale of tickets sold. Such revenues shall not be released to Licensee until settlement, in accordance with Section 6.B. hereof. Payment of all "inside charges" or similar charges imposed by the Ticketing Company upon the event promoter or venue shall be the sole responsibility of Licensor. No interruption or malfunction of Ticketing Company's services, or the computerized ticket system through which tickets to the Event will be sold, shall be deemed a breach of this Agreement by Licensor (unless such interruptions or malfunctions occur more than twice relating to the event) or render Licensor liable for damages or entitle Licensee to be relieved of any obligations under the terms of this Agreement; provided, however, Licensor agrees to coordinate with Licensee to take immediate appropriate remedial action in the event of any interruption or malfunction of the computerized ticket system or the then current Ticketing Company's services which negatively affects Licensee's ability to offer for sale tickets to the Event.

C. Refunds. If Licensee fails, for any reason whatsoever, to present the Event, Licensee shall be solely responsible for refunding to purchasers the admission prices paid for such tickets and/or settling claims in connection therewith, and shall indemnify, protect, defend and hold Licensor harmless from all such claims to the extent permitted by law.

13. Remedies Upon Breach. If Licensee fails to present the Event for any reason, the amounts paid pursuant to Section 6.A. of this License shall be retained by Licensor as consideration for the execution of this License. This License may be terminated for material breach by Licensee or Licensor upon written notice from the non-defaulting party if the defaulting party has failed to cure such default within five (5) days, provided that, in emergency situations, a shorter cure period may be provided as the non-defaulting party shall reasonably specify in such notice. The parties acknowledge that, in emergency situations, the time that will be reasonable to cure such conduct may vary depending on such factors and the type of conduct involved, the ease or difficulty in discontinuing such conduct, and the harm to the non-defaulting party presented by such conduct. If the nature of the default is such that it is not susceptible to cure within five (5) days, the defaulting party shall commence such cure within the five (5)-day period and diligently and expeditiously prosecute the cure to completion. Upon termination of this License pursuant to this Section 13 Licensor shall be entitled to retain any amounts previously paid by Licensee pursuant to this License, any accrued responsibilities and liabilities of Licensee will not be extinguished, and Licensor shall not forfeit any claims or the exercise of any rights and remedies in connection with this License. Should Licensor breach Agreement, and Licensee terminate in accordance with this Section 13, Licensee shall be entitled to all monies paid to Licensor, including Licensee's deposit.

14. Minors; Foreign Nationals. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, use best efforts to ensure that such parties have obtained all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority and Licensee assumes all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and appropriate Federal Regulations.

15. Compliance With Laws.

A. Compliance With Laws. Licensee shall abide by, conform to and comply with, and shall use reasonable efforts to cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Texas, the City of Fort Worth, and their respective agencies, and of any other governmental department or subdivision thereof having jurisdiction, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and make returns and pay all such taxes or charges immediately when due, and indemnify Licensor, to the extent permitted by law, against all liability, claim, loss or payment of any kind by reason of Licensee's failure or omission to comply with any such law or regulation and/or to pay all or any such taxes or charges.

B. Americans with Disabilities Act. Licensor is solely responsible for ensuring the premises' complies in all respects to the Americans with Disabilities Act.

C. Copyright Laws. Licensee represents and warrants that nothing contained in the Event or in any other way connected with Licensee's activities under this License shall violate or infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm, corporation,

or entity.

D. Performing Rights. Securing of any payment for all performing rights for Licensee's Event is the sole responsibility of Licensee. To the extent permitted by law, Licensee agrees to indemnify, defend, protect, and hold harmless Licensor and its officers, agents, and employees against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges in connection with this License.

E. Prohibited Activities. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor. Licensee shall not commit any nuisance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance or cause or produce, or permit to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors, with the exception of theatrical effects including, but not limited to, non-toxic smoke and fog.

F. Labor Requirements. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law. Licensee shall comply with all laws, rules, and regulations regarding labor as are applicable to operations on and related to the Licensed Premises and the Event. Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with Licensee's activities under this License, Licensee assumes the burden of resolving any such disputes at Licensee's sole cost.

16. Restrictions On and Further Obligations of Licensee.

A. Condition of the Licensed Premises. Licensee shall use the Arena in a safe and careful manner. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Licensee agrees that any and all equipment or property erected or placed on the Licensed Premises by Licensee shall be removed at Licensee's expense, and Licensee shall quit and surrender the Licensed Premises in clean condition and in as good order and condition as when taken, depreciation for reasonable use thereof excepted, at the end of the Load-In/Load-Out Period.

B. Fireproofing. If Licensee brings into the Arena any additional displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Fort Worth. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flame proofed. Use of combustible material is forbidden. Licensor may require that all decorations, drapes, curtains, electric wiring, structures, scenery, sets, costumes, and other materials furnished or erected by Licensee be fireproofed. Licensee shall comply with all such rules, regulations, laws, ordinances, and other regulations related to fireproofing such materials. Licensee understands that approval from the Bureau of Fire Prevention must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term. Licensee understands that the firefighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Vehicles. No gasoline motor driven vehicles will be permitted to enter into the building, except at Licensor's discretion.

D. Access of Licensor.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

(3) In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

(4) All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

E. Liens. Licensee shall keep the Licensed Premises free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by or on behalf of Licensee in connection with the Licensed Premises, and, to the extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Licensor from and against any such lien or claim or action thereon, together with related costs of suit and attorneys' fees incurred by Licensor. If Licensee fails to pay or disputes the accuracy or validity of any claim of lien, Licensee shall within ten (10) days after written request by Licensor record such bond as will release the Licensed Premises from the lien or claim of lien.

17. Miscellaneous.

A. Entirety. The terms set forth in this License constitute the entire agreement between the parties hereto. All prior negotiations and understandings have been merged herein. Licensee represents that no person acting or purporting to act on behalf of Licensor has made any promises or representations upon which Licensee has relied except those expressly stated herein. This License may only be altered by an instrument executed both by Licensee and Licensor in the same manner as this License is executed.

B. Notice. Written notices hereunder by Licensor or Licensee shall be given and shall be effective when served upon Licensor or upon Licensee, as the case may be, or, as an alternative, when deposited in the United States Mail by registered or certified mail properly addressed to Licensor or to Licensee, as the case may be, at the mailing address stated in this License. Licensee hereby waives all other forms of notices that are or may be prescribed by the laws of Texas. Notices shall be given to the parties hereto at the following addresses:

To Licensee:

Fort Worth Independent School District

100 N University Dr NW 255B
Fort Worth TX 76107
Attn: Benjamin Leos

To Licensor: Multipurpose Arena Fort Worth
d/b/a Trail Drive Management Corp
115 West 2nd Street, Suite 204
Fort Worth, Texas 76102
Attention: Matt Homan
Telephone: (817) 402-9000
e-mail: mhoman@dickiesarena.com

Either party may change its address for notice by giving the other party ten (10) days' written notice of such change.

C. Prohibition on Assignment. Licensee shall not transfer, assign, hypothecate, or encumber this License or any right or interest therein nor sub-license the Licensed Premises or any part thereof nor in any way assign or transfer rights on or to the Licensed Premises, without in each case obtaining the prior written consent of Licensor, which consent shall be in Licensor's sole discretion.

D. Relationship of Parties. Nothing contained in this License shall be deemed or construed to create the relationship of landlord and tenant, of principal and agent, of partnership, or of joint venturer or of any association between Licensor and Licensee. Neither the method of computation of payment of fees nor any other provisions contained in this License nor any acts of the parties hereto shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

E. Force Majeure.

(1) If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause beyond the reasonable control of Licensor, such as destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not reasonably within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of the Licensor Force Majeure, such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by Licensor, and Licensor shall return to Licensee any advance payment made to Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of such suspension.

(2) If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensee's control and which it could not by reasonable diligence have avoided (each a "Licensee Force Majeure"), then, Licensor or Licensee shall have the option, without liability to the other party, to suspend the engagement for the Event for the duration of such Licensee Force Majeure, by giving the other party written notice thereof, and such failure or delay due to said causes

or any of them shall not be deemed a breach of or default in the performance of this Agreement by either party.

(3) Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term.

F. Venue. THE LICENSE SHALL BE DEEMED TO HAVE BEEN MADE IN AND ALL TERMS AND CONDITIONS ARE PERFORMABLE IN TARRANT COUNTY, STATE OF TEXAS, AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH AND OPERATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. The venue of any litigation arising out of or related to this License shall be only in the state or federal courts in Tarrant County, Texas.

G. No Waiver. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

H. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

I. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

J. Counterparts. This License may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument. This License may initially be executed, and shall thereupon be binding and effective on the parties, through the exchange of duly executed signature pages that are scanned and emailed.

K. Authority. Each party represents and warrants that it is free to enter into this License and is not subject to any conflicting obligations or any disability which would interfere with its execution or performance of this License and that it has the full right, power, and authority to enter into this License and to grant all rights and perform all services provided for herein.

L. IRS Withholding Licensee acknowledges that, in the event Licensor receives a written withholding directive from the Internal Revenue Service Due to an IRS Determinant that the artist(s) or performer(s) that are the subject of the Event may be “non-resident aliens” (as defined in Section 7701(b)(1)(B) of the United States Internal Revenue Code (“IRC”)), then Licensor shall have the right, notwithstanding any provision of this Agreement to the contrary, to withhold up to thirty percent (30%) of any amounts owed by Licensor to Licensee hereunder, for purposes of remitting such amounts to the United States Treasury in compliance with IRC Section 1441; provided, however, Licensor shall not withhold any amounts in the event either (i) Licensee provides to Licensor prior to the Event a written certification, in a form acceptable to Licensor in its sole discretion, that there are no “non-resident aliens” (as defined under the IRC) performing at the Event, and Licensor has no reasonable basis to believe otherwise, or (ii) such artist(s) or performer(s) have, prior to the Event, entered into a Central Withholding Agreement (“CWA”) with the IRS and a withholding agent, and Licensor has been provided with a copy of the CWA prior to the Event, or (iii) Licensee withholds thirty percent (30%) of the compensation due to the artist’s touring company and provides documentation of such withholding to Licensor.

M. Remedies Cumulative. Either Licensee or Licensor may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of the other party herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of both parties hereunder, at law or in equity, shall be deemed cumulative, and no remedy of either party, regardless of whether exercised, shall be deemed to be in exclusion of any other.

N. Independent Obligations. The obligation of Licensee to pay all License Fees and other sums hereunder provided to be paid by Licensee and the obligation of Licensee to perform Licensee's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise.

O. Limitation of Liability. Under no circumstances whatsoever shall Licensor or Licensee ever be liable hereunder for consequential damages or special damages.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

LICENSOR:

MULTIPURPOSE ARENA FORT WORTH, D/B/A TRAIL DRIVE MANAGEMENT CORP
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

LICENSEE:

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a Public Entity

By: _____
Name: _____
Title: _____

EXHIBIT "A"

DEPICTION OF THE LICENSED PREMISES

(to be attached)

**CONSENT AGENDA ITEM
BOARD MEETING
JUNE 11, 2019**

TOPIC: APPROVAL OF CONTRACT WITH THE TARRANT COUNTY TAX ASSESSOR/COLLECTOR FOR THE COLLECTION OF PROPERTY TAXES

BACKGROUND:

The Tarrant County Tax Assessor/Collector has provided the Fort Worth Independent School District (FWISD) with a three-year contract outlining the terms and conditions under which the Assessor/Collector will provide services for the assessment and collection of Ad Valorem taxes levied by the FWISD. Services to be provided include receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly charges thereto; providing mortgage companies, property owners, and tax representatives tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract with the Tarrant County Tax Assessor/Collector for the collection of property taxes.
2. Decline to Approve Contract with the Tarrant County Tax Assessor/Collector for the collection of property taxes.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Contract with the Tarrant County Tax Assessor/Collector for the collection of property taxes.

FUNDING SOURCE

Additional Details

General Fund

199-41-6213-001-703-99-430-000000

COST:

Approximate cost \$520,000. State law requires that a County Tax Assessor/Collector can only charge the taxing entities the actual costs for its services. The \$0.98 per parcel charge has been determined by the Tarrant County Tax Assessor/Collector to be necessary to recover its costs. The exact number of FWISD parcels will not be determined until the September 30, 2019 supplemental certified appraisal roll is published, which is the reason the above cost is an estimate.

VENDOR:

Tarrant County Tax Assessor/Collector

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Business and Finance

RATIONALE:

The most cost efficient method of administering the services required for the assessment and collection of the District's Ad Valorem taxes is utilizing the services and expertise of the Tarrant County Tax Assessor/Collector. The Tarrant County Tax Assessor/Collector agrees to bill and collect taxes due and owing on taxable properties. The FWISD will contract with the Tarrant County Tax Assessor/Collector office for three years with the Commission Rate for Tax Years 2019-2021 for \$0.98 per account for the entire contract term. The Tarrant County Tax Assessor/Collector will provide reports as required by Property Tax Code Sec. 31.10. Administration recommends that the Board approve the Contract and authorize the Superintendent to execute the Contract on behalf of the District.

INFORMATION SOURCE:

Elsie Schiro



TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

April 17, 2019

Ms. Gloria Bey
Fort Worth ISD
100 N University Dr, Ste. NE140C
Fort Worth, TX 76107

Dear Ms. Bey,

I am pleased to enclose our tax collection contract for your entity. As a convenience, I am offering a three-year contract instead of an annual renewal. The commission rate for Tax Years 2019-2021 will remain at \$0.98 per account for the entire contract term. This rate continues to be the lowest collection fee rate of any urban county in Texas. Due to new technologies that allow our office to process out-of-county accounts more efficiently, we are lowering that fee to \$2.00 per account. The rates will be applied to the number of accounts as of September 30th for the previous year.

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Years 2019 -2021. After the contracts have been signed, please return **ALL** copies to the attention of Elisa H. Hand, Property Tax Director. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 15, 2019**.

You will be invoiced for your collection commission by last day of January for each contract year with payment due no later than the last day of February of each contract year.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September rate** submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact Property Tax Director, Elisa H. Hand, at 817-884-1123 or by email ehhand@tarrantcounty.com. You may also contact me at 817-884-1106 or by e-mail WGBurgess@tarrantcounty.com.

Sincerely,

A handwritten signature in cursive script that reads "Wendy Burgess".

Wendy Burgess
Tax Assessor-Collector
Tarrant County

Agreement made this ____ day of _____, 2019, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the Fort Worth ISD hereinafter referred to as **School**, whose address is 100 N University Dr, Ste. NE140C, Fort Worth, TX 76107.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the School.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I.
SERVICES TO BE PERFORMED**

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the School has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All School disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the School on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the School equals at least one hundred dollars (\$100.00), or at the close of the month.

**II.
REPORTS**

The ASSESSOR/COLLECTOR will provide the Fort Worth ISD the following reports via internet access:

- Daily: Entity Distribution Report
- Monthly: Tax Roll Summary
Year-to-Date Summary Report Part A, B and C
Detail Collection Summary Report
Distribution Summary
Detail Collection Summary by Year
Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10
- Annual: Certified Tax Roll

The following weekly reports are available upon request only and provided via email:

- Weekly: Detail Collection Summary Report
Detail Collection Summary by Year

**III.
COMPENSATION**

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two-dollars (\$2.00) per account located outside Tarrant County. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be

received from the School by **February 28 of each contract year**. The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

**IV.
AUDITS**

The ASSESSOR/COLLECTOR will provide to the School auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the School auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the School.

**V.
TAX RATE REQUIREMENT**

The School will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the School's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Wednesday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the School. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by Fort Worth ISD will be paid by Fort Worth ISD.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the School of that fact and the reasons therefore.

**VII.
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the School shall be promptly transferred to the account of the School at the School's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the School's funds from the COUNTY Depository to the School's designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to Fort Worth ISD due to unforeseen or unanticipated circumstances.

**VIII.
INVESTMENT OF FUNDS**

The School hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the School during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the School all interest or other earnings attributable to taxes owed to the School. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the School.

IX.
REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the School of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for Fort Worth ISD exceeds collections for Fort Worth ISD, Fort Worth ISD will be placed in a negative status and no distributions made to Fort Worth ISD until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the School's jurisdiction. The proportional share is based upon the School's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the School is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the School to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the School and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.
DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the School through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the School.

If the delinquent collection Attorney contracted by the School requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the School and will be added to the collection expenses and charged to the School.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.
TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2021 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.
NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ **DATE** _____
WENDY BURGESS
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
WGBurgess@tarrantcounty.com

FOR: Fort Worth ISD

BY: _____ **DATE** _____
TITLE: _____
EMAIL: _____

FOR TARRANT COUNTY:

BY: _____ **DATE** _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ **DATE** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**CONSENT AGENDA ITEM
BOARD MEETING
JUNE 11, 2019**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED
MAY 31, 2019**

BACKGROUND:

The 2018-2019 Consolidated General Fund Budget was initially adopted on June 26, 2018 and last amended through the period ended April 30, 2019. During the month of May 2019, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund (199) and Tax Ratification Election Fund (198), as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations.

- The Athletics Department will be requesting the Board to approve additional budget for athletic uniforms and equipment which will require a transfer from Function 33 in Fund 199 (General Operating) to Fund 198 Function 36 in the sum of \$291K.

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the period ended May 31, 2019
2. Decline to Approve Budget Amendment for the period ended May 31, 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended May 31, 2019

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro

**Consolidated General Fund
Budget Amendments 2018-2019
For The Period Ended May 31, 2019**

	Consolidated General Fund 2018-2019 Amended Budget 4/30/2019	Adjustments	Consolidated General Fund 2018-2019 Amended Budget 5/31/2019
REVENUE & OTHER SOURCES			
5700 Local Revenue	\$394,604,221		\$394,604,221
5800 State Revenue	345,621,308		345,621,308
5900 Federal Revenue	15,000,000		15,000,000
7900 Other Sources	0		0
Total Revenue & Other Sources	\$755,225,529	\$0	\$755,225,529
EXPENDITURES			
11 Instruction	\$467,747,774	(\$125,428)	\$467,622,346
12 Instruction Resources and Media Services	\$11,715,620	\$7,513	\$11,723,133
13 Curriculum and Instructional Staff Development	\$9,872,623	\$787	\$9,873,410
21 Instructional Administration	\$14,556,317	\$57,680	\$14,613,997
23 School Administration	\$49,706,868	\$3,376	\$49,710,244
31 Guidance and Counseling Services	\$45,190,795	\$12,614	\$45,203,409
32 Social Work Services	\$4,956,831	\$42,581	\$4,999,412
33 Health Services	\$10,579,210	(\$256,391)	\$10,322,819
34 Student Transportation	\$18,550,080	\$156,000	\$18,706,080
35 Food Services	\$310,024	(\$13,007)	\$297,017
36 Cocurricular/Extracurricular Activities	\$15,486,700	\$284,826	\$15,771,526
41 General Administration	\$20,256,199	(\$5,222)	\$20,250,977
51 Plant Maintenance and Operations	\$83,693,369	(\$130,727)	\$83,562,642
52 Security and Monitoring Services	\$12,130,309	\$72,557	\$12,202,866
53 Data Processing Services	\$15,639,409	(\$382)	\$15,639,027
61 Community Services	\$5,055,561	(\$50,166)	\$5,005,395
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$4,891,079	(\$56,611)	\$4,834,468
95 Payments to Juvenile Justice Alt Ed Program	\$142,500	\$0	\$142,500
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,500,874	\$0	\$2,500,874
Total Budgeted Expenditures	\$792,982,142	\$0	\$792,982,142
Total Deficit	(\$37,756,613)		(\$37,756,613)
Beginning Fund Balance (Audited)	213,282,187		213,282,187
Fund Balance-Ending (Unaudited)	\$175,525,574		\$175,525,574

	May 31, 2019 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900				
	Total	0	0	0
Function	Expenses			
11	Transfer to function 21 to purchase STEM trailers for CTE		127,550	
	Campus/Dept. normal course of District operations	2,122		
	Overall effect on Function 11	2,122	127,550	(125,428)
12	Campus/Dept. normal course of District operations	7,513		
	Overall effect on Function 12	7,513	0	7,513
13	Campus/Dept. normal course of District operations	787		
	Overall effect on Function 13	787	0	787
21	Transfer from function 11 to purchase STEM trailers for CTE	127,550		
	To clear up negative payroll for campuses and departments		62,235	
	Campus/Dept. normal course of District operations		7,635	
	Overall effect on Function 21	127,550	69,870	57,680
23	Campus/Dept. normal course of District operations	3,376		
	Overall effect on Function 23	3,376	0	3,376
31	Transfer from function 11 to fund summer school extra duty and stipend pay	18,375		
	Campus/Dept. normal course of District operations		5,761	
	Overall effect on Function 31	18,375	5,761	12,614
32	Transfer from function 11 for purchase of books for homeless students	23,702		
	To clear up negative payroll for campuses and departments	18,879		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 32	42,581	0	42,581
33	Transfer from function 11 to fund summer school extra duty and stipend pay	20,000		
	Transfer to Fund 198 TRE function 36 for athletic uniforms and equipment		291,038	
	To clear up negative payroll for campuses and departments	14,647		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 33	34,647	291,038	(256,391)
34	Transfer from function 51 to purchase fuel for buses	155,000		
	Campus/Dept. normal course of District operations	1,000		
	Overall effect on Function 34	156,000	0	156,000
35	Campus/Dept. normal course of District operations		13,007	
	Overall effect on Function 35	0	13,007	(13,007)
36	Transfer from Fund 199 function 33 to Fund 198 TRE for athletic uniforms and equipment	291,038		
	Campus/Dept. normal course of District operations		6,212	
	Overall effect on Function 36	291,038	6,212	284,826
41	Campus/Dept. normal course of District operations		5,222	
	Overall effect on Function 41	0	5,222	(5,222)
51	Transfer within Fund 198 from function 81 for purchase of GPS	125,623		
	Transfer to function 34 to purchase fuel for buses		155,000	
	To clear up negative payroll for campuses and departments		28,377	
	Transfer to Fund 198 function 81 for Technology Ctr. cubicles		69,012	
	Campus/Dept. normal course of District operations		3,961	
	Overall effect on Function 51	125,623	256,350	(130,727)
52	Transfer from function 11 to fund payroll for summer school campus monitors	21,000		
	To clear up negative payroll for campuses and departments	44,332		
	Campus/Dept. normal course of District operations	7,225		
	Overall effect on Function 52	72,557	0	72,557
53	Campus/Dept. normal course of District operations		382	
	Overall effect on Function 53	0	382	(382)
61	To clear up negative payroll for campuses and departments		30,000	
	Campus/Dept. normal course of District operations		20,166	
	Overall effect on Function 61	0	50,166	(50,166)
81	Transfer within Fund 198 to function 51 for purchase of GPS		125,623	
	Transfer from Fund 198 function 51 for Technology Ctr. cubicles	69,012		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 81	69,012	125,623	(56,611)
	Total	951,181	951,181	0

FORT WORTH INDEPENDENT SCHOOL DISTRICT

**SUMMARY OF 2018-2019 BUDGET AMENDMENTS
CONSOLIDATED GENERAL FUND**

	ORIGINAL	ADD/ SUBTRACT	7/31/18	ADD/ SUBTRACT	8/31/18	ADD/ SUBTRACT	REVISED 9/30/18	ADD/ SUBTRACT	REVISED 10/31/18	ADD/ SUBTRACT
Resources (Inflows):										
5700 Local and Intermediate Sources	\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221	
5800 State Program Revenues	\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308	
5900 Federal Program Revenues	\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000	
7900 Other Financing Sources										
Amounts Available for Appropriations	755,225,529		755,225,529		755,225,529		755,225,529		755,225,529	
Charges to Appropriations (Outflows)										
11 Instruction	468,095,619		468,095,619		468,095,619		468,875,482	72,773	468,948,255	(24,633)
12 Instructional Resources and Media Services	11,752,096		11,752,096		11,752,096		11,749,446	(18,293)	11,731,153	1,940
13 Curriculum Development and Instructional Personnel Development	10,724,997		10,724,997		10,724,997		10,473,059	6,126	10,479,185	23,640
21 Instructional Administration	14,694,461		14,694,461		14,694,461	7,000	14,701,461	(12,249)	14,689,212	(19,873)
23 School Administration	49,879,413		49,879,413		49,879,413	(814)	49,878,599	10,903	49,889,502	1,828
31 Guidance and Counseling Services	45,603,243		45,603,243		45,603,243	(550,945)	45,052,298	42,105	45,094,403	(13,993)
32 Attendance and Social Work Services	5,282,264		5,282,264		5,282,264	12,538	5,294,802	(61,454)	5,233,348	(800)
33 Health Services	10,596,551		10,596,551		10,596,551	39	10,596,590	(39,900)	10,556,690	10,875
34 Student (pupil) Transportation	24,470,800		24,470,800		24,470,800	(2,400,000)	22,070,800	(33,315)	22,037,485	
35 Food Services	319,436		319,436		319,436	3,000	322,436	(1,100)	321,336	
36 Cocurricular/Extracurricular Activities	15,481,375		15,481,375		15,481,375		15,481,375	(25,899)	15,455,476	(2,884)
41 General Administration	20,400,591		20,400,591		20,400,591	24,759	20,425,350		20,425,350	1,700
51 Plant Maintenance and Operations	73,195,304		73,195,304		73,195,304	2,421,063	75,616,367	57,399	75,673,766	688
52 Security and Monitoring Services	12,099,214		12,099,214		12,099,214	2,476	12,101,690	(896)	12,100,794	1,480
53 Data Processing Services	14,599,731		14,599,731		14,599,731	(45,141)	14,554,590	3,800	14,558,390	(18)
61 Community Services	5,310,465		5,310,465		5,310,465	750	5,311,215		5,311,215	20,050
71 Debt Service										
81 Facilities Acquisition & Construction	7,234,082		7,234,082		7,234,082		7,234,082		7,234,082	
95 Juvenile Justice Alternative Education	142,500		142,500		142,500		142,500		142,500	
97 Tax Increment Financing										
99 Other Intergovernmental Charges	3,100,000		3,100,000		3,100,000		3,100,000		3,100,000	
Total Charges to Appropriations	792,982,142		792,982,142		792,982,142		792,982,142		792,982,142	
Net Change in Fund Balance	(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)	
Fund Balance-Beginning (Audited)	213,282,187		213,282,187		213,282,187		213,282,187		213,282,187	
Fund Balances-Ending (Unaudited)	\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574	



REVISED 11/30/18	ADD/ SUBTRACT	REVISED 12/31/18	ADD/ SUBTRACT	REVISED 1/31/19	ADD/ SUBTRACT	REVISED 2/28/19	ADD/ SUBTRACT	REVISED 3/31/19	ADD/ SUBTRACT	REVISED 4/30/19	ADD/ SUBTRACT	REVISED 5/31/19
\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221		\$394,604,221
\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308		\$345,621,308
\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000		\$15,000,000
755,225,529		755,225,529		755,225,529		755,225,529		755,225,529		755,225,529		755,225,529
468,923,622	78,534	469,002,156	(106,996)	468,895,160	(853,287)	468,041,873	7,796	\$468,049,669	(301,895)	\$467,747,774	(125,428)	\$467,622,346
11,733,093	3,635	11,736,728	(7,591)	11,729,137	(11,881)	11,717,256	(1,650)	\$11,715,606	14	\$11,715,620	7,513	\$11,723,133
10,502,825	(9,410)	10,493,415	13,614	10,507,029	584	10,507,613	(164,371)	\$10,343,242	(470,619)	\$9,872,623	787	\$9,873,410
14,669,339	7,160	14,676,499	(74,806)	14,601,693	(12,120)	14,589,573	68,671	\$14,658,244	(101,927)	\$14,556,317	57,680	\$14,613,997
49,891,330	(71,234)	49,820,096	31,583	49,851,679	19,878	49,871,557	23,194	\$49,894,751	(187,883)	\$49,706,868	3,376	\$49,710,244
45,080,410	(1,800)	45,078,610	4,846	45,083,456	76,930	45,160,386	17,030	\$45,177,416	13,379	\$45,190,795	12,614	\$45,203,409
5,232,548		5,232,548	30,000	5,262,548	7,925	5,270,473		\$5,270,473	(313,642)	\$4,956,831	42,581	\$4,999,412
10,567,565	(25)	10,567,540	12,627	10,580,167	(230)	10,579,937	(725)	\$10,579,212	(2)	\$10,579,210	(256,391)	\$10,322,819
22,037,485	(37,405)	22,000,080	(3,450,000)	18,550,080		18,550,080		\$18,550,080		\$18,550,080	156,000	\$18,706,080
321,336	(3,826)	317,510	10,844	328,354	(9,730)	318,624	(4,000)	\$314,624	(4,600)	\$310,024	(13,007)	\$297,017
15,452,592		15,452,592	1,612	15,454,204	12,000	15,466,204	36,909	\$15,503,113	(16,413)	\$15,486,700	284,826	\$15,771,526
20,427,050		20,427,050	60,481	20,487,531	51,566	20,539,097		\$20,539,097	(282,898)	\$20,256,199	(5,222)	\$20,250,977
75,674,454	1,140,753	76,815,207	3,450,470	80,265,677	1,004,373	81,270,050	(6,700)	\$81,263,350	2,430,019	\$83,693,369	(130,727)	\$83,562,642
12,102,274	(2,000)	12,100,274	12,616	12,112,890	(1,320)	12,111,570	6,300	\$12,117,870	12,439	\$12,130,309	72,557	\$12,202,866
14,558,372	1,132,891	15,691,263	(50)	15,691,213	(51,604)	15,639,609		\$15,639,609	(200)	\$15,639,409	(382)	\$15,639,027
5,331,265	(750)	5,330,515	10,750	5,341,265	(2,400)	5,338,865	17,546	\$5,356,411	(300,850)	\$5,055,561	(50,166)	\$5,005,395
7,234,082	(2,236,523)	4,997,559		4,997,559	(230,684)	4,766,875		\$4,766,875	124,204	\$4,891,079	(56,611)	\$4,834,468
142,500		142,500		142,500		142,500		\$142,500		\$142,500		\$142,500
3,100,000		3,100,000		3,100,000		3,100,000		\$3,100,000	(599,126)	\$2,500,874		\$2,500,874
792,982,142		792,982,142		792,982,142		792,982,142		792,982,142		792,982,142		792,982,142
(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)		(37,756,613)
213,282,187		213,282,187		213,282,187		213,282,187		213,282,187		\$213,282,187		\$213,282,187
\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574		\$175,525,574

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE NAMING THE EASTERN HILLS HIGH SCHOOL BAND HALL THE CHARLES E. WATTS SR. BAND HALL

BACKGROUND:

Charles E. Watts Sr. came to Eastern Hills the fall of 1973 from I.M. Terrell High School. He brought a new energy into every genre of band he taught. Eastern Hills marching, symphonic and stage band remained the band within the region that set benchmarks for other schools to compete against. He built a very strong desire for students to continue music studies and was not just a teacher but a mentor, motivator, and a great friend.

In a ten year span of competitions, Mr. Watts' bands won 17 contests from Corpus Christi to Amarillo, and even in Enid, Oklahom, at a seven state nationally acclaimed contest. Eastern Hills under Mr. Watts won first place for 10 consecutive years at the Texas Tech University Band Competition.

The faculty, staff and community are requesting the Eastern Hills High School Band Hall be named after such an individual, Charles Watts.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming the Eastern Hills High School Band the Charles E. Watts Sr. Band Hall
2. Decline to Approve Naming the Eastern Hills High School Band the Charles E. Watts Sr. Band Hall
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Board decision

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

Eastern Hills High School

RATIONALE:

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Tobi Jackson

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH STEELE & FREEMAN, INC. FOR PHASE II GMP CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 229-131 (RFQ #19-071) OVERTON PARK ELEMENTARY SCHOOL

BACKGROUND:

Overton Park Elementary is a new ground up elementary school to address the extreme overcrowding at the existing Tanglewood Elementary campus. On January 22, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Steele & Freeman, Inc., for pre-construction services for Job No. 229-131 (CMAR RFQ #19-071). On May 21, 2019, the BOE approved authorization to enter into a contract for Phase I GMP including site, civil and utilities work.

Phase II GMP includes the remaining construction to complete the new facility.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$21,730,000.00	\$21,730,000.00
January 22, 2019	Pre-Construction	(\$12,729.00)	\$21,717,271.00
April 9, 2019	Escalation	\$3,587,500.00	\$25,304,771.00
May 21, 2019	Phase I GMP	(\$5,816,483.00)	\$19,488,288.00
June 11, 2019	Phase II GMP	(\$19,488,288.00)	\$0.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For Phase II GMP Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 229-131 Overton Park Elementary School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For Phase II GMP Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 229-131 Overton Park Elementary School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For Phase II GMP Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 229-131 Overton Park Elementary School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-229-99-000-229131 - \$19,160,972.00

671-81-6629-B40-229-99-000-229131 - \$327,316.00

COST:

Not To Exceed \$19,488,288.00

VENDOR:

Steele & Freeman, 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 #229 Overton Park Elementary School

RATIONALE:

Construction needs to begin in order for the campus to open for the Fall 2020 semester.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH TURNER CONSTRUCTION COMPANY FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 004-201 (RFQ #19-044) DIAMOND HILL-JARVIS HIGH SCHOOL

BACKGROUND:

On January 22, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Turner Construction Company, for pre-construction services for Job No. 004-201 (CMAR RFQ #19-044), Diamond Hill-Jarvis High School.

The GMP includes the following additions and renovations:

Science Classroom Addition to include science classrooms, laboratories, general classrooms, circulation, bathrooms and support spaces. JROTC Addition to include Horticulture classroom. Renovate and repurpose existing spaces to accommodate 21st century learning, provide spaces for Career and Technical Education programs (CTE) and extensive renovation to the existing library. The scope also includes relocation/demolishing of a few portables, small parking area addition to the existing parking lot and a detention area related to the overall drainage design of the campus.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$22,785,000.00	\$22,785,000.00
January 22, 2019	Pre-Construction	(\$25,000.00)	\$22,760,000.00
April 9, 2019	Escalation	\$1,890,515.00	\$24,650,515.00
June 11, 2019	GMP	(\$24,650,515.00)	\$0.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Turner Construction Company For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 004-201 (RFQ #19-044) Diamond Hill-Jarvis High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Turner Construction Company For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 004-201 (RFQ #19-044) Diamond Hill-Jarvis High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Turner Construction Company For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 004-201 (RFQ #19-044) Diamond Hill-Jarvis High School

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-004-99-000-004201 - \$23,475,490.00
	671-81-6629-B40-004-99-000-004201 - \$1,175,025.00

COST:

Not To Exceed \$24,650,515.00

VENDOR:

Turner Construction Company

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 #004 Diamond Hill-Jarvis 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
June 11, 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH STEELE & FREEMAN, INC. FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 008-203 (RFQ #19-098) NORTH SIDE HIGH SCHOOL

BACKGROUND:

On April 9, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Steele & Freeman, Inc., for pre-construction services for Job No. 008-203 (CMAR RFQ #19-098), North Side High School.

The GMP will provide for an extensive renovation which include common spaces that 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 repurposing space to support the Arts, Business/Marketing, Automotive, Health Sciences and Career and Technical Education.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$24,753,750.00	\$24,753,750.00
April 9, 2019	Pre-Construction	(\$12,729.00)	\$24,741,021.00
April 9, 2019	Escalation	\$462,210.00	\$25,203,231.00
June 11, 2019	GMP	(\$25,203,231.00)	\$0.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 008-203 (RFQ #19-098) North Side High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 008-203 (RFQ #19-098) North Side High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Steele & Freeman, Inc. For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 008-203 (RFQ #19-098) North Side High School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-008-99-000-008203 - \$24,002,471.00

671-81-6629-B40-008-99-000-008203 - \$1,200,760.00

COST:

Not To Exceed \$25,203,231.00

VENDOR:

Steele & Freeman, 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 #008 North Side 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
June, 11 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH IMPERIAL CONSTRUCTION, INC. FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 014-212 (RFQ #19-105) SOUTHWEST HIGH SCHOOL

BACKGROUND:

On April 9, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Imperial Construction, Inc., for pre-construction services for Job No. 014-212 (CMAR RFQ #19-105), Southwest High School. The GMP will include the renovation of CTE programs to create 21st century learning, renovation to the media center that will incorporate and open and collaborative environment, adding a new main entry with a secured vestibule, and various cosmetic improvements throughout the building.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$28,507,500.00	\$28,507,500.00
April 9, 2019	Pre-Construction	(\$24,000.00)	\$28,483,500.00
June 11, 2019	GMP	(24,483,500.00)	\$4,000,000.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Imperial Construction, Inc. For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (RFQ #19-105) Southwest High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Imperial Construction, Inc. For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (RFQ #19-105) Southwest High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Imperial Construction, Inc. For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (RFQ #19-105) Southwest High School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-014-99-000-014212 - \$23,126,000.00

671-81-6629-B40-014-99-000-014212 - \$1,357,500.00

COST:

Not To Exceed \$24,483,500

VENDOR:

Imperial Construction, 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 #014 Southwest 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
June 11, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR ARLINGTON HEIGHTS HIGH SCHOOL ADDITION / RENOVATION JOB NO. 002-102 (RFQ #19-101) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

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

First Advertisement	April 15, 2019
Second Advertisement	April 22, 2019
Pre-Proposal Conference – 10:00am CST	Wednesday, April 24, 2019
Deadline for Questions – 2:00pm CST	Thursday, April 25, 2019
Addendum Posted	Friday, April 26, 2019
Deadline to Receive Qualifications – Prior to 10:00am CST	Thursday, May 2, 2019
Evaluation Meeting	Tuesday, May 7, 2019
Issue Step 2 to Short List (Schedule Interviews)	Thursday, May 9, 2019
Receive Step 2 - GC’s & Fees	Monday, May 13, 2019 – 2:00pm CST
Interview Firms on Short List; Rank Submissions	Tuesday, May 14, 2019
Board Approval of CMAR Firm	June 11, 2019

The District received eight (8) Statements of Qualifications from the following Firms:

- Adolfson & Peterson Construction
- Byrne - Potere JV
- JE Dunn – Phillips/May JV
- Linbeck Group, LLC
- Paschen Muckleroy & Falls Azteca Partners
- SFP² JV, LLC
- Steele & Freeman / Post L JV
- Turner | Source Joint Venture

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Four (4) firms were selected to move on to the Step II process:

Step II – The second step consisted of a Request for Proposal (“RFP”) process where the four (4) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. SFP² JV, LLC
2. JE Dunn – Phillips/May JV
3. Turner – Source JV
4. Steele & Freeman / Post L JV

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Arlington Heights High School Addition / Renovation Job No. 002-102 (RFQ #19-101) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Arlington Heights High School Addition / Renovation Job No. 002-102 (RFQ #19-101) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Arlington Heights High School Addition / Renovation Job No. 002-102 (RFQ #19-101) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-002-99-000-002102

COST:

Not To Exceed \$ 30,000.00

VENDOR:

SFP² JV, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-101

Number of Bid/Proposals Received: 8

Number of Compliant Bid/Proposals Received: 8

Joint Venture Firms: 6

HUB Firms: 6

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:

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

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
June 11, 2019**

TOPIC: APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE LOT 1, BLOCK 2, WALTER WILLI SUBDIVISION, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 1800 DILLARD STREET OR BY EMINENT DOMAIN IF FINAL OFFER IS DECLINED

BACKGROUND:

Young Men’s Leadership Academy is in need of an addition and expansion as proposed in the 2017 Capital Improvement Program. The property at 1800 Dillard Street is in the immediate vicinity of the school and the owner has indicated acceptance of a final offer price of \$25,000.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Board Resolution Contract of Sale to Purchase Lot 1, block 2, Walter Willi Subdivision, City of Fort Worth, Tarrant County, Texas, Known as 1800 Dillard Street or by Eminent Domain if Final Offer is Declined
2. Decline to Approve Board Resolution and Contract of Sale to Purchase Lot 1, block 2, Walter Willi Subdivision, City of Fort Worth, Tarrant County, Texas, Known as 1800 Dillard Street or by Eminent Domain if Final Offer is Declined
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board Resolution and Contract of Sale to Purchase Lot 1, block 2, Walter Willi Subdivision, City of Fort Worth, Tarrant County, Texas, Known as 1800 Dillard Street or by Eminent Domain if Final Offer is Declined

FUNDING SOURCE

CIP 2017

Additional Details

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

COST:

\$25,000

VENDOR:

Not Applicable

PURCHASING MECHANISM

Sole Source

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations
Capital Improvement Program

RATIONALE:

The acquisition of property is necessary for the development of the campus.

INFORMATION SOURCE:

Art Cavazos
Vicki Burris

**BOARD RESOLUTION TO AUTHORIZE
ACQUISITION OF PROPERTY BY EMINENT DOMAIN**

BE IT RESOLVED, by the Board of Education of the Fort Worth Independent School District (the “**FWISD**”):

Section 1: THAT, the **FWISD** hereby determines that a public necessity exists for, and that the public welfare and convenience will be served by, the acquisition of the fee simple title of the following described real property, together with any improvements (“the Property”):

Lot 1, Block 2, Walter Willi, Subdivision, City of Fort Worth, Tarrant County, Texas

It is the **FWISD’s** intention to acquire the Property as set forth above and made a part of this resolution for the following purposes:

FOR THE PURPOSE OF SECURING SITES UPON WHICH TO CONSTRUCT, RECONSTRUCT, AND/OR RENOVATE PUBLIC SCHOOL BUILDINGS OR RELATED FACILITIES AND IMPROVEMENTS, INCLUDING PARKING FACILITIES, OR FOR ANY OTHER PURPOSE WHICH MAY BE DEEMED NECESSARY BY THE FWISD TO CARRYOUT ITS PURPOSES.

The name and address of the record title owner of the above-described Property is as follows:

Julio Cesar Murillo Rosales
3529 Tommy Watkins
Haltom City, TX 76117

Section 2: THAT, for the purpose of acquiring fee simple title to said Property, the Board of Education believes, based upon an appraisal of said Property, that \$25,000 represents a fair cash market value of said Property to be acquired, and it is hereby resolved that the District’s counsel is hereby authorized and empowered to make a final offer to the property owner for the sum of \$25,000 in exchange for the fee simple title to said property.

Section 3: THAT, in the event the final offer is accepted, the FWISD hereby authorizes and directs Dr. Kent Scribner, in his capacity as Superintendent, to take such actions and to sign and deliver such agreements and other documents as become necessary or advisable to acquire fee simple title to the Property.

Section 4: THAT, in the event said final offer is declined, the FWISD hereby authorizes its counsel to exercise of the power of eminent domain as granted to the **FWISD** for the purposes of acquiring fee simple title to said property.

DULY RESOLVED by the Board of Education of the Fort Worth Independent School District on this _____ day of _____ 2019.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Jacinto Ramos, Jr., President
Fort Worth Independent School District
Board of Education

A T T E S T:

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