

*Board of Education
Regular Meeting
May 14, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on May 14, 2019 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - Benbrook Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Recognition - Benbrook Elementary School
 - C. Presentation to Recognize and Celebrate Distinguished PLTW Campuses
 - D. Middle School Scholar Athletes
4. **LONE STAR GOVERNANCE**
 - A. Middle Years Math Update
5. **PUBLIC COMMENT**
6. **CANVASS VOTE OF MAY 4, 2019 TRUSTEE ELECTION FOR DISTRICTS 2, 3, 5, AND 6**
7. **ACTION ADOPTING CANVASS RESULTS**
8. **RESOLUTION AND ORDER DECLARING RESULTS OF MAY 4, 2019, TRUSTEE ELECTIONS DISTRICTS 2, 3, 5, AND 6**
9. **SWEARING IN AND OATHS OF OFFICE FOR TRUSTEES, SINGLE MEMBER DISTRICTS 2, 3, 5, AND 6**
10. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**

11. 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.)

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| A. Board of Education Meeting Minutes | 5 |
| 1. March 26, 2019 - Workshop | 7 |
| 2. April 9, 2019 - Regular Meeting | 11 |
| 3. April 16, 2019 - Workshop | 19 |
| B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More | |
| 1. Approval to Purchase Two Trailers for STEM Mobile Makerspace | 23 |
| 2. Approve the Purchase of a Micro Bird G5 Bus for the Broadcast Journalism and Multimedia Production Program | 28 |
| 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) | 35 |
| 4. Approve the Replacement An Air Handling Unit and Controls at South Hills High School | 74 |
| 5. Approve Replacement Parts and Repair Services for Out-of-Warranty Promethean Interactive Whiteboards for Summer 2019 | 81 |
| 6. Approve Purchase of Printer Maintenance and Warranty Extensions for Campuses | 84 |
| 7. Approve Purchase of Data Storage Hardware and Services | 91 |
| 8. Approve Purchase of Network Hardware, Software and Services | 100 |
| 9. Approve Purchase of Network Application Security Devices and Services | 104 |
| 10. Approve the Purchase of Consumable Math Books in Grades K-5 as Part of a Continuation of Proclamation 2014 | 108 |
| 11. Approve Purchase of Public Address (PA) Systems and Cabling | 111 |
| C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Mississippi State University for Clinical Internship/Field Experience | 117 |
| D. Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing | 122 |
| E. Approve Memorandum of Understanding Between Fort Worth Independent School District and United for College Success Coalition Membership and Data Sharing Agreement | 144 |
| F. Approve Memorandum of Understanding: Tarrant County College District (South) and Fort Worth Independent School District (O.D. Wyatt High School) | 151 |
| G. Approve Memorandum of Understanding with Child Care Associates (CCA) | 173 |

| | |
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| H. Approve Naming the David K. Sellars Music Room the Troy Edmon Music Hall | 207 |
| I. Approval of Budget Amendment for the Period Ended April 30, 2019 | 210 |
| J. Approve First Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) and GKC(LOCAL) | 218 |
| 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 | 248 |
| 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 | 251 |
| 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 | 255 |
| 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 | 259 |
| 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 | 263 |

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

16. ACCEPT CONSENT AGENDA

17. ACTION ITEMS

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

18. ACTION AGENDA ITEMS

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Take Action 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
- 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
- F. Approve Second Reading-Revision to Board Policy DHE(LOCAL) 266
- G. Nomination of Representative to Serve on the Texas Association of School Boards (TASB) Board of Directors 274
- H. Consider the Level III Grievances of Sharon Johnson (convene in closed session, if necessary)
 - 1. 10 Minutes - Presentation by Employee and/or Representative
 - 2. 10 Minutes - Presentation by District Representative
 - 3. 10 Minutes - Questions from Board Members
 - 4. 15 Minutes - Board Deliberations (in closed session)
 - 5. Render Decision, if any, on the Level III Grievance (in open session)

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

20. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 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 March 26, 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 March 26, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas . The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on March 21, 2019 at 02:00 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING MARCH 26, 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 March 21, 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 March 26, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

Absent: Jacinto Ramos
T. A. Sims

The following administrators were present:

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

2. EQUITY WORKSHOP

Sherry Breed opened the presentation. Michael Steinert and Raul Pena were present to assist.

(Mrs. Needham arrived at 6:07 p.m.)

3. 2019-2020 BUDGET WORKSHOP

Elsie Schiro, David Johnson and Karen Molinar were present to discuss the budget that will be adopted at the end of June.

The following topics were discussed:

Compensation Considerations
Revenue Planning Estimates
Preliminary Budget Estimates
Staffing Considerations
Compensation Plan Options
Expenditure Considerations
2019-2020 Budget Development Revenue
2019-2020 Preliminary Projection
2019-2020 Budget Development Staffing Considerations
2019-2020 Compensation Plan Options
2019-2020-Budget Development – Expenditures

2019-2020 Budget Development – Sick Leave Bank
2019-2020 Budget Development – Restructure Step 32 on Pay Scale

4. ADJOURN

The meeting was adjourned at 7:10 p.m.

DRAFT

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 April 9, 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 April 4, 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 April 4, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING APRIL 9, 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 April 4, 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 April 4, 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 or order at 5:30 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:

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

Mrs. Needham greeted students leading in the pledges. Principal Myrna Blanchard introduced students and recognized parents who were present.

3. RECOGNITIONS

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

The greeters were from the Air Force JROTC unit of Western Hills High School. Senior Instructor is Colonel Russ Malesky.

B. Volunteer Recognition - Springdale Elementary School

Teresita Sillero, parent volunteer, was presented with a Certificate of Appreciation by Jessica Becerra, Family Communications Specialist.

A short recess was called for guests to leave as they so choose.

4. REPORTS/PRESENTATIONS

A. 2017 Capital Improvement Program Board Update

Dr. Scribner introduced Vicki Burris, and she turned the presentation over to the group from Procedeo. The following site plans were presented:

Dunbar High School

Diamond Hill-Jarvis High School

Eastern Hills High School

O. D. Wyatt High School

Southwest High School

Young Men's Leadership Academy (YMLA)

Amon Carter Riverside High School

New Elem School #229/PK-5

Waverly Park Elementary

Southwest High School New Athletic Facility

Benbrook Middle-High School Baseball/Softball Complex

O. D. Wyatt Athletic Addition/Renovation

Dunbar High School Athletics Addition/Renovation

Paschal High School Athletics Bldg. Phases 3 & 4

HUB Participation

Barry Brock gave closing remarks explaining escalation funds on this evening's meeting agenda.

5. PUBLIC COMMENT

Speakers: Jason Amon Rodney Wade

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

The meeting was recessed at 6:25 p.m. and reconvened at 6:30 p.m.

7. DISCUSSION OF AGENDA ITEMS

There was no discussion.

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. February 26, 2019 - Regular Meeting
2. March 19, 2019 - Regular Meeting

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

1. Approval of Micro-Credential Local Certification
2. Approve Purchase of Projectors for Classroom Interactive Whiteboard Maintenance
3. Approve Modernization of Elevator at Rosemont Middle School
4. Approve Renewal of Microsoft Enrollment for Education Solutions Program
5. Approve the Purchase for the HVAC Project at J. Martin Jacquet Middle School
6. Approval to Purchase Career Tree System for CTE Programs

C. Approve the Proposed Board of Education Meeting Dates for the 2019-2020 School Year

D. Approve Naming the Softball Field at Diamond Hill-Jarvis High School After Coach

Elaine West

- E. Approve Memorandum of Understanding Between the Health and Human Services Commission and Fort Worth Independent School District
 - F. Approval of Budget Amendment for the Period Ended March 31, 2019
 - G. Amend the Previously Approved Board Item for a Budget Amendment and Authorization to Purchase Furniture, Fixtures and Equipment (FF&E) During 2019 in the 2013 Capital Improvement Program
 - H. Approve Authorization to Enter into a Contract with a General Contractor for Polytechnic High School Athletic Renovation Job # 009-011 (CSP #19-037) in Conjunction with the 2017 Capital Improvement Program
 - I. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Dunbar High School Renovations Job #005-212 (RFQ #19-095) in Conjunction with the 2017 Capital Improvement Program
 - J. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for North Side High School Renovations Job #008-203 (RFQ #19-098) in Conjunction with the 2017 Capital Improvement Program
 - K. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Eastern Hills High School Addition/Renovations Job # 006-202 (RFQ #19-102) in Conjunction with the 2017 Capital Improvement Program
 - L. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Southwest High School Renovations Job #014-212 (RFQ #19-105) 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).

1. Assistant Superintendent of Special Populations
 2. Executive Director, School and External Partnerships
- 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 6:55 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Christene Moss, seconded by Jacinto Ramos, 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

Motion was made by Judy Needham, seconded by Christene Moss, to approve the Appointments of Corey Golomb as Assistant Superintendent for Special Populations and Arista Owens-McGowan as Executive Director of School and External Partnerships.

The motion was unanimously approved.

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

Speakers:

Dr. Scribner announced that Mr. Jacinto Ramos was recently elected as President of the Mexican American School Board Association, and that at the recent National School Board Association Conference in Philadelphia was elected President of Council of Urban Board of Education.

Christene Moss congratulated Mr. Ramos for his accomplishments.

Jacinto Ramos announced there were some special guests this evening. Coach Elaine West,

who started softball at Diamond Hill-Jarvis High School, was honored this evening with the naming of the softball field in her name. Principal James Garcia made additional comments.

14. ACTION AGENDA ITEMS

There was no action taken on items A., B., C. and D.

- 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 Proposed Nonrenewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code
- E. Approve Second Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL)

Motion was made by Norman Robbins, seconded by Judy Needham, to approve Second Reading-Revision to Board Policies CJA(LOCAL), FFAA(LOCAL) and GKE(LOCAL).

The motion was unanimously approved.

- F. Approve the Budget Amendment Transferring Funds to School Construction Projects from Escalation for the 2017 Capital Improvement Program

Motion was made by Anael Luebanos, seconded by Ann Sutherland, to approve the Budget Amendment Transferring Funds to School Construction Projects from Escalation for the 2017 Capital Improvement Program.

The motion was unanimously approved.

- G. Consider the Level III Grievance of Brandi Pace (convene in closed session, if necessary)

Public comment was given by Heather Leaf regarding Action Item 14.G.

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)

When the Board returned to open session, Jacinto Ramos addressed Mrs. Pace.

Mrs. Moss read the following statement before the Board took action:

"The Fort Worth Independent School District, like many urban public school districts, is an institution that was not designed to elevate the voices of parents of color. As the leaders of this organization, today it is our responsibility to address structures within this system that support the marginalization of any parent or student. Any attempt by anyone working within our District to silence, retaliate against, or delegitimize the experience of parents and community members who are engaged in racial equity conversations should be addressed as seriously as any other form of harassment."

Motion was made by Jacinto Ramos, seconded by Anael Luebanos, to approve the Statement Read by Mrs. Moss, as Resolution Language for the Next Board Meeting.

The motion was unanimously approved.

16. ADJOURN

The meeting was adjourned at 8:08 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 April 16, 2019.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

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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 April 12, 2018 at 02:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING APRIL 16, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 11, 2019 in A place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on April 11, 2019.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

Absent: Ashley Paz
T. A. Sims

The following administrators were present:

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

2. 2019-2020 BUDGET WORKSHOP

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

The following topics were discussed:

Legislative Update
House Bill 3 passed unanimously
Preliminary Budget Update-Inclusive of HB3
Operational Efficiency Study
Data Sources (Tuesday, April 23rd ERS will be here to give a detailed report)
2019-2020 Preliminary Budget Update – Debt Service Fund
2018-19 – Child Nutrition Fund
Budget Updates:
Board Workshop 5/7
Budget Update 5/21
Board Workshop 6/4
Budget Update 6/11
Budget Adoption 6/25

Dr. Scribner discussed Student Reimbursable Meal Participation
Food Service Management/People, Product and Process

Cherie Washington discussed:
Student Education Advisory Council
Family Focus Groups – April 2019

Jerry Moore discussed:
Child Nutrition Service Study
Fort Worth ISD Board Action

Art Cavazos discussed:
School Nutrition Programs RFP
April 23, 2019 submit to Board for approval, contingent upon TDA approval

Elsie Schiro discussed:
Internal Audit (Overall Evaluation)
FWISD Child Nutrition Service Employees
Contract Negotiation Topics

Karen Molinar discussed the following:
FWISD Food Service Employees
Recommendations:
April 23 submit to Board for approval
April 30 TDA deadline to receive contract
July 1, 2019 FSMC contract begins

3. ADJOURN
The meeting was adjourned at 6:45 p.m.

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVAL TO PURCHASE TWO TRAILERS FOR STEM MOBILE MAKERSPACE

BACKGROUND:

The Career and Technical Education department request approval to purchase two 32-foot trailers capable of traveling to district-wide K-8 campuses and other community events. The goal of the mobile makerspace is to increase student interest in STEM-related career pathways. Additionally, the makerspace environment will provide relevant activities that teach 21st century skills through a holistic STEM education experience.

The mobile makerspace includes foundational activities for elementary students and design-related activities for middle school. These trailers will provide a variety of STEM experiences for all students in K-8. The culminating activities include career exploration to inform and spark interest in STEM degrees and careers.

The two trailers will provide equitable access of STEM to all students. Additionally, the mobile makerspace will allow students to participate in rigorous learning experiences in a creative and fun environment.

The CTE department will work with campuses to develop follow-up activities and to assist with makerspace and career exploration activities.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of two trailers for STEM mobile makerspace.
2. Decline to Approve the purchase of two trailers for STEM mobile makerspace.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the purchase of two trailers for STEM mobile makerspace.

FUNDING SOURCE

Additional Details

General Fund

199-21-6639-001-999-22-221-000000

COST:

\$127,550 (\$63,775 each)

VENDOR:

North Texas Trailers

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 516-16. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All elementary and middle school campuses
Career & Technical Education department

RATIONALE:

The purpose this purchase is to reinforce the requirements of House Bill 18 by providing students with opportunities to experience hands-on learning and related career exploration. Additionally, students will be engaged in activities that require computational thinking, leading to the acquisition of the skills needed to become college, career, and military ready.

INFORMATION SOURCE:

Charles Carroll
David Saenz



Quote Only
North Texas Trailers LLC
 3901 E. Loop 820 South
 Ft. Worth, TX 76119
 (817) 496-3800 Fax: (817) 496-3814

Ref # 17402
Date: Apr 3 2019
 Salesperson: Charlie Stewart
 Email:

| | |
|---|--|
| Customer: FWISD | Phone (h) (c) (817) 740-5563 (w) (817) 740-5562 (f) |
| Address: 1308 Rockwood Ln Bldg 1 | |
| Ft Worth, Tx 76114 | |
| E-Mail: tom.echols@fwisd.org | |
| County: | |

| Description of Purchase | | | | |
|--|---------------|---------|-------|--------|
| New 2019 WELLS CARGO CVG CVG3225W | | | | |
| VIN | Stock # | Mileage | Color | Weight |
| | CVG3225WFWISD | | White | |

| Optional Equipment & Accessories | |
|----------------------------------|--------------------|
| CVG3225W | \$19,840.00 |
| Buy Bd Discount (| \$1,984.00) |
| Sub Total | \$17,856.00 |
| Options | \$45,649.00 |
| Frt Insp Prep Etg | \$270.00 |
| Total | \$63,775.00 |
| Buy Bd Contract 516-16 | |

| Selling Price Summary | |
|-----------------------------------|--------------------|
| Sales Price | \$65,489.00 |
| Discount | \$1,984.00 |
| N/A | \$0.00 |
| Trade Allowance(s) | \$0.00 |
| Optional Equipment & Accessories | \$0.00 |
| Net Selling Price | \$63,505.00 |
| Prep Fee | \$240.00 |
| Road & Bridge Fee | \$0.00 |
| Title Certificate | \$0.00 |
| License Fee | \$25.00 |
| Bank Service Fee | \$0.00 |
| e-Tag Fee | \$5.00 |
| Document Fee | \$0.00 |
| Dealer Inventory Tax | \$0.00 |
| Registration Fee | \$0.00 |
| N/A | |
| N/A | |
| Sales Tax | \$0.00 |
| Trade Payoff(s) | \$0.00 |
| Total Amount Due | \$63,775.00 |
| Less Down Payment | \$0.00 |
| Less Deposit | \$0.00 |
| Balance or Amount Financed | \$63,775.00 |

| Trade: |
|-------------------|
| VIN #: |
| Odometer: |
| Allowance: \$0.00 |
| Payoff: \$0.00 |

| Trade: |
|-------------------|
| VIN #: |
| Odometer: |
| Allowance: \$0.00 |
| Payoff: \$0.00 |

| | |
|----------------------------|---------------|
| _____ Manager Signature | _____ Date |
| _____ Buyer Signature | _____ Date |
| _____ Buyer Signature | _____ Date |

| Loan Information | |
|------------------|-----------------|
| Finance Company: | |
| Address: | |
| APR: 0.00% | Monthly Payment |
| Term: 0 months | \$0.00 |

Terms & Conditions



Quote Only
North Texas Trailers LLC
 3901 E. Loop 820 South
 Ft. Worth, TX 76119
 (817) 496-3800 Fax: (817) 496-3814

Ref # 17391
Date: Apr 2 2019
 Salesperson: Charlie Stewart
 Email:

| | |
|---|---|
| Customer: FWISD | Phone (h) (c) (817) 740-5563 (w) (817) 740-5562 (f) |
| Address: 1308 Rockwood Ln Bldg 1 | |
| Ft Worth, Tx 76114 | |
| E-Mail: tom.echols@fwisd.org | |
| County: | |

| Description of Purchase | | | | |
|--|---------------|---------|-------|--------|
| New 2019 WELLS CARGO CVG CVG3225W | | | | |
| VIN | Stock # | Mileage | Color | Weight |
| | CVG3225WFWISD | | White | |

| Optional Equipment & Accessories | |
|----------------------------------|--------------------|
| CVG3225W | \$19,840.00 |
| Buy Bd Discount (| \$1,984.00) |
| Sub Total | \$17,856.00 |
| Options | \$45,649.00 |
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| e-Tag Fee | \$5.00 |
| Document Fee | \$0.00 |
| Dealer Inventory Tax | \$0.00 |
| Registration Fee | \$0.00 |
| N/A | |
| N/A | |
| Sales Tax | \$0.00 |
| Trade Payoff(s) | \$0.00 |
| Total Amount Due | \$63,775.00 |
| Less Down Payment | \$0.00 |
| Less Deposit | \$0.00 |
| Balance or Amount Financed | \$63,775.00 |

| Trade: |
|-------------------|
| VIN #: |
| Odometer: |
| Allowance: \$0.00 |
| Payoff: \$0.00 |

| Trade: |
|-------------------|
| VIN #: |
| Odometer: |
| Allowance: \$0.00 |
| Payoff: \$0.00 |

| Loan Information | |
|------------------|-----------------|
| Finance Company: | |
| Address: | |
| APR: 0.00% | Monthly Payment |
| Term: 0 months | \$0.00 |

| | |
|-------------------------|------------|
| Manager Signature _____ | Date _____ |
| Buyer Signature _____ | Date _____ |
| Buyer Signature _____ | Date _____ |

Terms & Conditions



Phone: 800.695.2919
Email: info@buyboard.com

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Vendor Contract Information

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Searches:

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Search:

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- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

North Texas Trailers[X]

Price Range

Show all prices

Category

None Selected

Contract

Trailers[X]

Vendor Name: North Texas Trailers
Address: 3901 E. Loop 820 S.
 Fort Worth, TX 76119
Phone Number: (817) 496-3800
Email: ftwsales1@nbtrailers.com
Website: <http://www.northtexastrailers.com>
Federal ID: 20-8322084
Contact: Allen Roberts
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: No
No Excluded Foreign Terrorist Orgs: No
Contract Name: Trailers
Contract#: 516-16
Effective Date: 12/01/2016
Expiration Date: 11/30/2019
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: Texas
Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is Vendor response document, and can be found in the Vendor Proposal File link page.
Quote Reference Number: 516-16
Return Policy: Repair/exchange for same product in good condition
Additional Dealers: North Texas Trailers, Lewisville TX

Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
- Proposal Files:** [Click to view Vendor Proposal Files Documents](#)
- Renewal Notice/Letter:** [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE THE PURCHASE OF A MICRO BIRD G5 BUS FOR THE BROADCAST JOURNALISM AND MULTIMEDIA PRODUCTION PROGRAM

BACKGROUND:

The Career and Technical Education (CTE) department is requesting to purchase a custom 2019 Micro Bird G5 Series, rear wheel drive bus on a Ford chassis to serve as a mobile production vehicle for the Broadcast Journalism and Multimedia program. The purpose is to replace the current broadcasting van, which is not outfitted to transport students and is not able to power the equipment necessary to run a mobile studio.

The production vehicle serves as a mobile studio where students record and broadcast video and audio at district events, such as sporting events, live functions, and indoor performances where the district does not, otherwise, have the facilities availability for broadcasting. The crew of students will run equipment at various locations across the district using cameras, lighting, vision control, sound mixing, and vision mixing equipment.

The CTE department will ensure that the vehicle is utilized to enhance knowledge and skills in relation to broadcasting, as well as help connect students with the community in a real-world setting.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of a Micro Bird G5 Bus for the Broadcast Journalism and Multimedia Production Program
2. Decline to Approve the purchase of a Micro Bird G5 Bus for the Broadcast Journalism and Multimedia Production Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of a Micro Bird G5 Bus for the Broadcast Journalism and Multimedia Production Program

FUNDING SOURCE

Additional Details

General Fund

199-11-6631-001-014-22-221-000000

COST:

\$62,364.00

VENDOR:

Rush Bus Center

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

Southwest High School 014
Career and Technical Education Department

RATIONALE:

The purpose of this purchase is to provide students with the opportunity to experience hands-on real world learning in preparation for the workforce. Additionally, students will be engaged in activities that promote community involvement and help improve skills needed to become college, career, and military ready.

INFORMATION SOURCE:

Charles Carroll
David Saenz



Rush Bus Center - Dallas TX
 4000 Irving Boulevard
 Dallas, TX 75247

Customer Proposal Letter

FT. WORTH ISD
 100 N ORTH UNIVERSITY SUITE NW 140-E
 FT WORTH, TX 76107
 (817) 817-2120

Quote #043205

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Micro Bird Model G5 Year 2019 Stock Number To Be Determined

Price & delivery are contingent upon chassis availability. A PO is required to secure an order. Remit PO to rushbus@rushenterprises.com. Fees associated with any purchasing co-op are not included. Applicable co-op fees must be applied as separate line item on the PO. Delivery terms are 120-180 days ARO. Transportation Code Sec. 2251.021 Subchapter B.a. - Payment terms NET 30. Customer MUST have a qualifying FIN/FAN to secure quoted price, or the applied discount will be added back to final invoice.

| Quantity | 1 | Total |
|---|-------------|-------------|
| Truck Price per Unit | \$62,364.00 | \$62,364.00 |
| F.E.T. (Factory & Dealer Paid) | \$0.00 | \$0.00 |
| Net Sales Price | \$62,364.00 | \$62,364.00 |
| Optional Extended Warranty(ies) | | |
| State Sales Tax | | |
| Administration Fee | | |
| Vehicle Inventory Tax | | |
| Additional Taxes | | |
| Tire Recycling Program | | |
| Battery Disposal Fee | | |
| Out of State Vehicle Fee | | |
| Rebate(s) | | |
| Total Sales Price (Including Rebate(s)) | \$62,364.00 | \$62,364.00 |
| Trade Allowance (see DISCLAIMER Below) | | \$0.00 |

Sales Representative

John Rubenkoenig

Purchaser

signature

printed name

signature

printed name

Accepted by Sales Manager or
 General Manager

title

date

signature

printed name

Quote good until 5/12/2019

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



www.rushbuscenters.com

10 Passenger Bus



Fort Worth ISD – Quote #043205

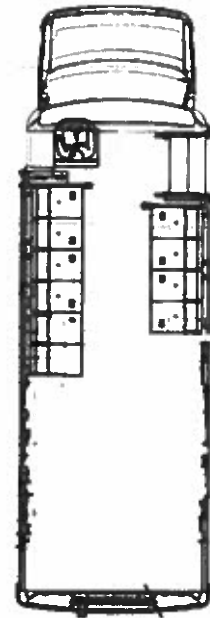
This quoted bus meets or exceeds all FMVSS required for BUS. Not certified for school bus or MFSAB applications.

Chassis Specifications

- 2019 Ford E450 E Series 4500 Shuttle chassis
- 6.8L V-10 EFI gasoline engine
- Engine block heater
- Cruise control
- 2013 Emission compliant
- Dual Rear Wheels
- Exhaust to exit rear
- 216" Wheelbase
- Ford automatic transmission 6 speed overdrive
- Power disc brakes w/ABS
- 55 Gallon fuel tank with heat shield for propane
- 225 Amp Alternator
- Heavy Duty 72 amp battery under hood; 650 CCA
- Tilt/Power steering
- 225/75R x 16E Hankook, Tires
- 6 x 16 White wheels; total (6) six
- Black front bumper and grill
- Black steel rear bumper
- 14,500 GVWR; 4.56 axle ratio
- Spring suspension
- Daytime running lamps
- OEM windshield with tinted band across top
- Intermittent windshield wipers
- Clear driver's window; manual
- OEM front heater/defroster and dash AC
- OEM Driver captains' chair
- 3-Point ELR Driver seat belt with warning system
- Accessory power socket w/cap

Body Specifications

- Passenger capacity seated for ten plus driver
- 2019 Micro Bird D Series Commercial Bus Body
- 76" Headroom
- Continuous one-piece roof bows, no welds
- Interior electrical access
- Two step stepwell w/ rubber tread; white nosings
- Molded gravel shields
- Left hand rail at entry
- Split sash black aluminum frame windows
- (2) Emergency exit windows, one per side
- (1) Emergency exit roof hatch
- Gray carpet below windows
- Non-closeable static roof vent
- First aid kit, 5lb. Fire extinguisher, Triangle warning devices, and 107 db backup alarm
- Interior mirror w/ OEM adjustable visor
- Rosco rearview mirrors
- White exterior and interior paint
- Complete fiberglass insulation
- Plywood sub floor
- Gray rubber floor covering; ribbed aisle
- Electric power outward opening entrance door 32" clear opening. Full length glass panels
- Clear view porthole window forward of entry door
- Rear door & 3pt. latch
- Gray head protection padding above all doors
- Dome lamps throughout passenger compartment
- LED clearance/marker/ID, backup, rear turn signals, brakes, license plate & stepwell lamps.
- Driver's console to right of driver
- Heavy Duty undercoating
- Mud flaps on front and rear
- Black rubber rear wheel well trim



Warranty: 5 year/100,000 mile warranty on body shell, paint adhesion, & seat frames. Ford standard chassis warranty

Included Optional Items

1. Three additional ignition keys (total five)
2. Rear tow hooks
3. Complete body and chassis undercoating
4. Modesty panel on LH and RH
5. Glove Box floor mounted under right side dash with locking door latch
6. LED Reading light above driver
7. LED Rear center surface mounted upper brake lamp
8. Rear dome lamps on separate switch
9. LED skirt mounted boarding light
10. AM/FM stereo with four interior speakers
11. 6 x 16 interior rear view mirror
12. Backup camera with 7" dash mounted monitor
13. Handrail right side of entry
14. Electric powered entrance door
15. Keyed vandal lock on entrance door and rear door
16. Dark tint side, rear and rear door glass. Clear windows in driver area
17. Perimeter seating for ten passengers with black vinyl upholstery
18. ½" Marine type plywood subfloor
19. Interior wheel wells covered with rubber covering to match flooring

Dealer Added Items

1. DOT Inspection upon delivery
2. Delivery to Customer

FEATURES AND BENEFITS

D-SERIES | CT-SERIES | S-SERIES

| BUILT TO LAST STRUCTURE

- One-piece galvanized steel roof bows enhance safety and roll over protection
- Aluminum side body panels for longevity and low repair costs
- Reinforced step well for better stability

| ENHANCED PASSENGER SAFETY

- Heavy-gauge steel side impact barriers that incorporate the seat rail into the design for extra strength
- Reinforced rear door and buffer zone for rear impact (D-Series)

| REDUCED OPERATING AND MAINTENANCE COSTS

- Gravel shield for added body protection and increased vehicle longevity (D-Series)
- Standard LED exterior lights

Double action energy absorbing body mounting blocks:

- Absorb road vibration
- Reduce noise transfer to the interior cabin
- Provide smoother passenger ride
- Prevent frame collapse
- Eliminate the need for periodic tightening of body bolts.

| MAXIMUM VISIBILITY

- Fully-glassed entrance door and unobstructed "More-View" window
- Standard 32" electric double-opening door

| SUPERIOR INSULATION AND QUIETNESS

- Fiberglass insulation throughout
- Insulated hat shaped roof bows
- Noise transfer reduced inside passenger compartment
- Prevents condensation and corrosion

| INCREASED PASSENGER COMFORT

Wide Body:

- Creates a wide center aisle
- Offers more room for passengers

| BETTER PROTECTION AGAINST THE ELEMENTS

Completely sealed floor:

- Ensures that all exterior elements, including dust, moisture and noise, remain outside the passenger compartment
- Use of high quality exterior grade plywood
 - Screwed on galvanized steel or aluminum subfloor
 - Sound deadening undercoating is applied over and underneath the metal subfloor prior to plywood installation

ALSO AVAILABLE:

DS-Series, CTS-Series and SS-Series :

All our commercial buses are also available with special needs options. There is a wide variety of seat plans offered to meet your needs.

« WITH OVER 30,000 BUSES BUILT TO DATE, WE ARE COMMITTED TO OFFERING THE HIGHEST LEVEL OF QUALITY IN OUR PRODUCTS. »

**CONSET AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: 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

BACKGROUND:

As part of the 2017 Capital Improvement Program (CIP), network wireless access points, network switches, phones and desktop computers are needed to support the opening of new facilities for the 2019-2020 school year as follows:

| Location | Facility |
|--------------------------|---------------------------|
| 002 Arlington Heights HS | Field House |
| 005 Dunbar HS | Field House |
| 008 North Side HS | Mariachi Program Facility |
| 014 Southwest HS | Field House |
| 016 O.D. Wyatt HS | Field House |
| 071 Benbrook MS/HS | Field House |

The approval to purchase network wireless access points, network switches, phones and desktop computers will ensure that these facilities are ready students and staff.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. 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.
2. Decline to 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.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

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.

FUNDING SOURCE

Additional Details

TRE

198-81-6396-001-XXX-99-501-000000

COST:

\$124,203.70

VENDOR:

| | |
|------|-------------|
| CDWG | \$96,798.50 |
| HP | \$27,405.20 |

PURCHASING MECHANISM

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

Bid/Proposal Statistics

Bid Number: 17-091

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.

HP – Proposal 17-091
CDWG – DIR Contract

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

002 Arlington Heights HS, 005 Dunbar HS, 008 North Side HS, 014 Southwest HS, 016 O.D. Wyatt HS, 071 Benbrook HS, and 176 Waverly Park ES.

RATIONALE:

This approval to purchase desktop computer equipment, network wireless access points, network switches, phones, and services will ensure that the new facilities at these campuses are prepared to deliver instruction prior to their first day of operation.

INFORMATION SOURCE:

Art Cavazos
Larry Sandoval



- You may click here for a Sample and editable PDF Purchase Order. [This is the Federal Form 1449.](#)

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with HP to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering or the first time, please include with your order or account application.

Order Tracking and Status

All orders are entered within 24 hours of receipt and are scheduled on a first in first out basis. Orders are shipped within 7 days of receipt provided all items are in stock and the necessary information has been included on your purchase order. Ship complete orders can be delayed if all items are not in stock. To check order status you can may call your Customer Service Representative or check status online.

Customer Contact Information

- Fax: 800-825-2329
- K-12 Education Sales: 800-888-3224
- Higher Education Sales: 877-480-4433
- State and Local Sales: 888-202-4682

600 G4---Arlington Heights HS

| | | | |
|---------------|----------------|--------------|----------------|
| Created by | Lenora Scales | Quote number | 798283 |
| Partner agent | | Created on | April 16, 2019 |
| Quote total | USD \$4,795.91 | Expires on | April 30, 2019 |

Order Information

Email notification jessica.fleming@hp.com Email notification
 comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address



| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/postal code | 76107-0000 | |
| Country | US | |

Invoice instructions

Shipping information

Shipping address

| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/Postal code | 76107-0000 | |
| Country | US | |

Shipping options

Requested delivery
date

Shipping method

Shipping instructions



Quote Summary

| Product | Product number | MFG#: | Qty | Unit Price | Total Price |
|---|----------------|-------|-----|--------------|----------------|
| DLG-FWISD Desktop with install | YOK72AA | | 7 | USD \$50.00 | USD \$350.00 |
| HP Account Management Support-Level 3 | FOG77AA | | 7 | USD \$1.00 | USD \$7.00 |
| HP 3 Year Absolute Resilience for Education - for North America Only Service | U8UK1E | | 7 | USD \$42.00 | USD \$294.00 |
| HP ProDisplay P240va 23.8-inch Monitor U.S. - English localization | N3H14A8#ABA | | 7 | USD \$129.00 | USD \$903.00 |
| HP LCD Speaker Bar | NQ576AA | | 7 | USD \$12.00 | USD \$84.00 |
| Configurable HP ProDesk 600 G4 Series Microtower PC MSNA Reference Model:30522919 Configuration: 30682061 | 30522919 | | 7 | USD \$451.13 | USD \$3,157.91 |

Components Qty

| | |
|---|---|
| HP ProDesk 600 G4 MT PC 2VE73AV | 1 |
| ENERGY STAR Certified Label W6N52AV | 1 |
| ProDesk 600PLA250W MT Chassis G4 3SF83AV | 1 |
| Win 10 Pro 64 MSNA STD U.S. - English localization 2VX55AV#ABA | 1 |
| Intel Core i3-8100 3.6 4C 65W | |



| | |
|---|---|
| 2VE78AV | 1 |
| 8GB (2x4GB) DDR4 2666 2VF86AV | 1 |
| 500GB 7200 3.5 2VF23AV | 1 |
| USB BusSlim Keyboard U.S. - English localization 2VM60AV#ABA | 1 |
| HP VGA Port 2VF62AV | 1 |
| MUS WD USB OPT 2VF51AV | 1 |
| SD 4 Card Reader 2VF87AV | 1 |
| No Intel vPro 3VP20AV | 1 |
| HP DisplayPort to HDMI True 4K Adapter 2VF40AV | 1 |
| 9.5 DVDWR G3 800/600 Tower 2VF71AV | 1 |
| 3/3/3 MT Warranty U.S. - English localization 2VM51AV#ABA | 1 |
| Single Unit (MT) Packaging 2VF66AV | 1 |
| HP 600 G4 MT CKIT U.S. - English localization 2VM55AV#ABA | 1 |
| Intel CFL Core i3 Label 3MW61AV | 1 |

| | | |
|----------------------------------|------------------|----------------|
| Special pricing code 41872212 | Subtotal | USD \$4,795.91 |
| | Estimated Tax | USD \$0.00 |
| | Total | USD \$4,795.91 |



- You may click here for a Sample and editable PDF Purchase Order. [This is the Federal Form 1449.](#)

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with HP to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering or the first time, please include with your order or account application.

Order Tracking and Status

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Customer Contact Information

- Fax: 800-825-2329
- K-12 Education Sales: 800-888-3224
- Higher Education Sales: 877-480-4433
- State and Local Sales: 888-202-4682

600 G4---Benbrook MS/HS

| | | | |
|---------------|----------------|--------------|----------------|
| Created by | Lenora Scales | Quote number | 798288 |
| Partner agent | | Created on | April 16, 2019 |
| Quote total | USD \$4,110.78 | Expires on | April 30, 2019 |

Order Information

Email notification jessica.fleming@hp.com Email notification
 comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address



| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/postal code | 76107-0000 | |
| Country | US | |

Invoice instructions

Shipping information

Shipping address

| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/Postal code | 76107-0000 | |
| Country | US | |

Shipping options

Requested delivery
date

Shipping method

Shipping instructions



Quote Summary

| Product | Product number | MFG#: | Qty | Unit Price | Total Price |
|---|----------------|-------|-----|--------------|----------------|
| DLG-FWISD Desktop with install | YOK72AA | | 6 | USD \$50.00 | USD \$300.00 |
| HP Account Management Support-Level 3 | FOG77AA | | 6 | USD \$1.00 | USD \$6.00 |
| HP 3 Year Absolute Resilience for Education - for North America Only Service | U8UK1E | | 6 | USD \$42.00 | USD \$252.00 |
| HP ProDisplay P240va 23.8-inch Monitor U.S. - English localization | N3H14A8#ABA | | 6 | USD \$129.00 | USD \$774.00 |
| HP LCD Speaker Bar | NQ576AA | | 6 | USD \$12.00 | USD \$72.00 |
| Configurable HP ProDesk 600 G4 Series Microtower PC MSNA Reference Model:30522919 Configuration: 30682061 | 30522919 | | 6 | USD \$451.13 | USD \$2,706.78 |

Components Qty

| | |
|---|---|
| HP ProDesk 600 G4 MT PC 2VE73AV | 1 |
| ENERGY STAR Certified Label W6N52AV | 1 |
| ProDesk 600PLA250W MT Chassis G4 3SF83AV | 1 |
| Win 10 Pro 64 MSNA STD U.S. - English localization 2VX55AV#ABA | 1 |
| Intel Core i3-8100 3.6 4C 65W | |



| | |
|---|---|
| 2VE78AV | 1 |
| 8GB (2x4GB) DDR4 2666 2VF86AV | 1 |
| 500GB 7200 3.5 2VF23AV | 1 |
| USB BusSlim Keyboard U.S. - English localization 2VM60AV#ABA | 1 |
| HP VGA Port 2VF62AV | 1 |
| MUS WD USB OPT 2VF51AV | 1 |
| SD 4 Card Reader 2VF87AV | 1 |
| No Intel vPro 3VP20AV | 1 |
| HP DisplayPort to HDMI True 4K Adapter 2VF40AV | 1 |
| 9.5 DVDWR G3 800/600 Tower 2VF71AV | 1 |
| 3/3/3 MT Warranty U.S. - English localization 2VM51AV#ABA | 1 |
| Single Unit (MT) Packaging 2VF66AV | 1 |
| HP 600 G4 MT CKIT U.S. - English localization 2VM55AV#ABA | 1 |
| Intel CFL Core i3 Label 3MW61AV | 1 |

| | | |
|----------------------------------|------------------|----------------|
| Special pricing code 41872212 | Subtotal | USD \$4,110.78 |
| | Estimated Tax | USD \$0.00 |
| | Total | USD \$4,110.78 |



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Tax-Exempt Certificate Requirements

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Order Tracking and Status

All orders are entered within 24 hours of receipt and are scheduled on a first in first out basis. Orders are shipped within 7 days of receipt provided all items are in stock and the necessary information has been included on your purchase order. Ship complete orders can be delayed if all items are not in stock. To check order status you can may call your Customer Service Representative or check status online.

Customer Contact Information

- Fax: 800-825-2329
- K-12 Education Sales: 800-888-3224
- Higher Education Sales: 877-480-4433
- State and Local Sales: 888-202-4682

600 G4---Dunbar HS

| | | | |
|---------------|----------------|--------------|----------------|
| Created by | Lenora Scales | Quote number | 798284 |
| Partner agent | | Created on | April 16, 2019 |
| Quote total | USD \$6,166.17 | Expires on | April 30, 2019 |

Order Information

Email notification jessica.fleming@hp.com Email notification
 comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address



| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/postal code | 76107-0000 | |
| Country | US | |

Invoice instructions

Shipping information

Shipping address

| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/Postal code | 76107-0000 | |
| Country | US | |

Shipping options

Requested delivery
date

Shipping method

Shipping instructions



Quote Summary

| Product | Product number | MFG#: | Qty | Unit Price | Total Price |
|---|----------------|-------|-----|--------------|----------------|
| DLG-FWISD Desktop with install | YOK72AA | | 9 | USD \$50.00 | USD \$450.00 |
| HP Account Management Support-Level 3 | FOG77AA | | 9 | USD \$1.00 | USD \$9.00 |
| HP 3 Year Absolute Resilience for Education - for North America Only Service | U8UK1E | | 9 | USD \$42.00 | USD \$378.00 |
| HP ProDisplay P240va 23.8-inch Monitor U.S. - English localization | N3H14A8#ABA | | 9 | USD \$129.00 | USD \$1,161.00 |
| HP LCD Speaker Bar | NQ576AA | | 9 | USD \$12.00 | USD \$108.00 |
| Configurable HP ProDesk 600 G4 Series Microtower PC MSNA Reference Model:30522919 Configuration: 30682061 | 30522919 | | 9 | USD \$451.13 | USD \$4,060.17 |

Components Qty

| | |
|---|---|
| HP ProDesk 600 G4 MT PC 2VE73AV | 1 |
| ENERGY STAR Certified Label W6N52AV | 1 |
| ProDesk 600PLA250W MT Chassis G4 3SF83AV | 1 |
| Win 10 Pro 64 MSNA STD U.S. - English localization 2VX55AV#ABA | 1 |
| Intel Core i3-8100 3.6 4C 65W | |



| | |
|---|---|
| 2VE78AV | 1 |
| 8GB (2x4GB) DDR4 2666 2VF86AV | 1 |
| 500GB 7200 3.5 2VF23AV | 1 |
| USB BusSlim Keyboard U.S. - English localization 2VM60AV#ABA | 1 |
| HP VGA Port 2VF62AV | 1 |
| MUS WD USB OPT 2VF51AV | 1 |
| SD 4 Card Reader 2VF87AV | 1 |
| No Intel vPro 3VP20AV | 1 |
| HP DisplayPort to HDMI True 4K Adapter 2VF40AV | 1 |
| 9.5 DVDWR G3 800/600 Tower 2VF71AV | 1 |
| 3/3/3 MT Warranty U.S. - English localization 2VM51AV#ABA | 1 |
| Single Unit (MT) Packaging 2VF66AV | 1 |
| HP 600 G4 MT CKIT U.S. - English localization 2VM55AV#ABA | 1 |
| Intel CFL Core i3 Label 3MW61AV | 1 |

| | | |
|----------------------------------|------------------|----------------|
| Special pricing code 41872212 | Subtotal | USD \$6,166.17 |
| | Estimated Tax | USD \$0.00 |
| | Total | USD \$6,166.17 |



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Tax-Exempt Certificate Requirements

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Order Tracking and Status

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Customer Contact Information

- Fax: 800-825-2329
- K-12 Education Sales: 800-888-3224
- Higher Education Sales: 877-480-4433
- State and Local Sales: 888-202-4682

600 G4---North Side HS

| | | | |
|---------------|---------------|--------------|----------------|
| Created by | Lenora Scales | Quote number | 798285 |
| Partner agent | | Created on | April 16, 2019 |
| Quote total | USD \$685.13 | Expires on | April 30, 2019 |

Order Information

Email notification jessica.fleming@hp.com Email notification
 comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address



| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/postal code | 76107-0000 | |
| Country | US | |

Invoice instructions

Shipping information

Shipping address

| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/Postal code | 76107-0000 | |
| Country | US | |

Shipping options

Requested delivery
date
Shipping method

Shipping instructions



Quote Summary

| Product | Product number | MFG#: | Qty | Unit Price | Total Price |
|---|----------------|-------|-----|--------------|--------------|
| DLG-FWISD Desktop with install | YOK72AA | | 1 | USD \$50.00 | USD \$50.00 |
| HP Account Management Support-Level 3 | FOG77AA | | 1 | USD \$1.00 | USD \$1.00 |
| HP 3 Year Absolute Resilience for Education - for North America Only Service | U8UK1E | | 1 | USD \$42.00 | USD \$42.00 |
| HP ProDisplay P240va 23.8-inch Monitor U.S. - English localization | N3H14A8#ABA | | 1 | USD \$129.00 | USD \$129.00 |
| HP LCD Speaker Bar | NQ576AA | | 1 | USD \$12.00 | USD \$12.00 |
| Configurable HP ProDesk 600 G4 Series Microtower PC MSNA Reference Model:30522919 Configuration: 30682061 | 30522919 | | 1 | USD \$451.13 | USD \$451.13 |

Components Qty

| | |
|---|---|
| HP ProDesk 600 G4 MT PC 2VE73AV | 1 |
| ENERGY STAR Certified Label W6N52AV | 1 |
| ProDesk 600PLA250W MT Chassis G4 3SF83AV | 1 |
| Win 10 Pro 64 MSNA STD U.S. - English localization 2VX55AV#ABA | 1 |
| Intel Core i3-8100 3.6 4C 65W | |



| | |
|---|---|
| 2VE78AV | 1 |
| 8GB (2x4GB) DDR4 2666 2VF86AV | 1 |
| 500GB 7200 3.5 2VF23AV | 1 |
| USB BusSlim Keyboard U.S. - English localization 2VM60AV#ABA | 1 |
| HP VGA Port 2VF62AV | 1 |
| MUS WD USB OPT 2VF51AV | 1 |
| SD 4 Card Reader 2VF87AV | 1 |
| No Intel vPro 3VP20AV | 1 |
| HP DisplayPort to HDMI True 4K Adapter 2VF40AV | 1 |
| 9.5 DVDWR G3 800/600 Tower 2VF71AV | 1 |
| 3/3/3 MT Warranty U.S. - English localization 2VM51AV#ABA | 1 |
| Single Unit (MT) Packaging 2VF66AV | 1 |
| HP 600 G4 MT CKIT U.S. - English localization 2VM55AV#ABA | 1 |
| Intel CFL Core i3 Label 3MW61AV | 1 |

| | | |
|----------------------------------|------------------|--------------|
| Special pricing code 41872212 | Subtotal | USD \$685.13 |
| | Estimated Tax | USD \$0.00 |
| | Total | USD \$685.13 |



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Tax-Exempt Certificate Requirements

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Customer Contact Information

- Fax: 800-825-2329
- K-12 Education Sales: 800-888-3224
- Higher Education Sales: 877-480-4433
- State and Local Sales: 888-202-4682

600 G4---OD Wyatt HS

| | | | |
|---------------|----------------|--------------|----------------|
| Created by | Lenora Scales | Quote number | 798287 |
| Partner agent | | Created on | April 16, 2019 |
| Quote total | USD \$4,795.91 | Expires on | April 30, 2019 |

Order Information

Email notification jessica.fleming@hp.com Email notification
 comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address



| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/postal code | 76107-0000 | |
| Country | US | |

Invoice instructions

Shipping information

Shipping address

| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/Postal code | 76107-0000 | |
| Country | US | |

Shipping options

Requested delivery
date

Shipping method

Shipping instructions



Quote Summary

| Product | Product number | MFG#: | Qty | Unit Price | Total Price |
|---|----------------|-------|-----|--------------|----------------|
| DLG-FWISD Desktop with install | YOK72AA | | 7 | USD \$50.00 | USD \$350.00 |
| HP Account Management Support-Level 3 | FOG77AA | | 7 | USD \$1.00 | USD \$7.00 |
| HP 3 Year Absolute Resilience for Education - for North America Only Service | U8UK1E | | 7 | USD \$42.00 | USD \$294.00 |
| HP ProDisplay P240va 23.8-inch Monitor U.S. - English localization | N3H14A8#ABA | | 7 | USD \$129.00 | USD \$903.00 |
| HP LCD Speaker Bar | NQ576AA | | 7 | USD \$12.00 | USD \$84.00 |
| Configurable HP ProDesk 600 G4 Series Microtower PC MSNA Reference Model:30522919 Configuration: 30682061 | 30522919 | | 7 | USD \$451.13 | USD \$3,157.91 |

Components Qty

| | |
|---|---|
| HP ProDesk 600 G4 MT PC 2VE73AV | 1 |
| ENERGY STAR Certified Label W6N52AV | 1 |
| ProDesk 600PLA250W MT Chassis G4 3SF83AV | 1 |
| Win 10 Pro 64 MSNA STD U.S. - English localization 2VX55AV#ABA | 1 |
| Intel Core i3-8100 3.6 4C 65W | |



| | |
|---|---|
| 2VE78AV | 1 |
| 8GB (2x4GB) DDR4 2666 2VF86AV | 1 |
| 500GB 7200 3.5 2VF23AV | 1 |
| USB BusSlim Keyboard U.S. - English localization 2VM60AV#ABA | 1 |
| HP VGA Port 2VF62AV | 1 |
| MUS WD USB OPT 2VF51AV | 1 |
| SD 4 Card Reader 2VF87AV | 1 |
| No Intel vPro 3VP20AV | 1 |
| HP DisplayPort to HDMI True 4K Adapter 2VF40AV | 1 |
| 9.5 DVDWR G3 800/600 Tower 2VF71AV | 1 |
| 3/3/3 MT Warranty U.S. - English localization 2VM51AV#ABA | 1 |
| Single Unit (MT) Packaging 2VF66AV | 1 |
| HP 600 G4 MT CKIT U.S. - English localization 2VM55AV#ABA | 1 |
| Intel CFL Core i3 Label 3MW61AV | 1 |

| | | |
|----------------------------------|------------------|----------------|
| Special pricing code 41872212 | Subtotal | USD \$4,795.91 |
| | Estimated Tax | USD \$0.00 |
| | Total | USD \$4,795.91 |



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Tax-Exempt Certificate Requirements

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Customer Contact Information

- Fax: 800-825-2329
- K-12 Education Sales: 800-888-3224
- Higher Education Sales: 877-480-4433
- State and Local Sales: 888-202-4682

600 G4---Southwest HS

| | | | |
|---------------|----------------|--------------|----------------|
| Created by | Lenora Scales | Quote number | 798286 |
| Partner agent | | Created on | April 16, 2019 |
| Quote total | USD \$6,851.30 | Expires on | April 30, 2019 |

Order Information

Email notification jessica.fleming@hp.com Email notification
 comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address



| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/postal code | 76107-0000 | |
| Country | US | |

Invoice instructions

Shipping information

Shipping address

| | | |
|-----------------|----------------------------------|-----------------------|
| Company | Fort Worth Isd-Chief of Staff | Attention to Email |
| Address line 1 | 100 N UNIVERSITY STE F | Phone Fax |
| Address line 2 | | |
| Address line 3 | | |
| City | FORT WORTH | |
| State/Province | Texas | |
| Zip/Postal code | 76107-0000 | |
| Country | US | |

Shipping options

Requested delivery
date

Shipping method

Shipping instructions



Quote Summary

| Product | Product number | MFG#: | Qty | Unit Price | Total Price |
|---|----------------|-------|-----|--------------|----------------|
| DLG-FWISD Desktop with install | YOK72AA | | 10 | USD \$50.00 | USD \$500.00 |
| HP Account Management Support-Level 3 | FOG77AA | | 10 | USD \$1.00 | USD \$10.00 |
| HP 3 Year Absolute Resilience for Education - for North America Only Service | U8UK1E | | 10 | USD \$42.00 | USD \$420.00 |
| HP ProDisplay P240va 23.8-inch Monitor U.S. - English localization | N3H14A8#ABA | | 10 | USD \$129.00 | USD \$1,290.00 |
| HP LCD Speaker Bar | NQ576AA | | 10 | USD \$12.00 | USD \$120.00 |
| Configurable HP ProDesk 600 G4 Series Microtower PC MSNA Reference Model:30522919 Configuration: 30682061 | 30522919 | | 10 | USD \$451.13 | USD \$4,511.30 |

Components Qty

| | |
|---|---|
| HP ProDesk 600 G4 MT PC 2VE73AV | 1 |
| ENERGY STAR Certified Label W6N52AV | 1 |
| ProDesk 600PLA250W MT Chassis G4 3SF83AV | 1 |
| Win 10 Pro 64 MSNA STD U.S. - English localization 2VX55AV#ABA | 1 |
| Intel Core i3-8100 3.6 4C 65W | |



| | |
|---|---|
| 2VE78AV | 1 |
| 8GB (2x4GB) DDR4 2666 2VF86AV | 1 |
| 500GB 7200 3.5 2VF23AV | 1 |
| USB BusSlim Keyboard U.S. - English localization 2VM60AV#ABA | 1 |
| HP VGA Port 2VF62AV | 1 |
| MUS WD USB OPT 2VF51AV | 1 |
| SD 4 Card Reader 2VF87AV | 1 |
| No Intel vPro 3VP20AV | 1 |
| HP DisplayPort to HDMI True 4K Adapter 2VF40AV | 1 |
| 9.5 DVDWR G3 800/600 Tower 2VF71AV | 1 |
| 3/3/3 MT Warranty U.S. - English localization 2VM51AV#ABA | 1 |
| Single Unit (MT) Packaging 2VF66AV | 1 |
| HP 600 G4 MT CKIT U.S. - English localization 2VM55AV#ABA | 1 |
| Intel CFL Core i3 Label 3MW61AV | 1 |

| | | |
|----------------------------------|------------------|----------------|
| Special pricing code 41872212 | Subtotal | USD \$6,851.30 |
| | Estimated Tax | USD \$0.00 |
| | Total | USD \$6,851.30 |

QUOTE CONFIRMATION



DEAR PAUL ZINN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|------------------------------|------------|--------------------|
| KNMR038 | 4/9/2019 | 002-ARLINGTON.HEIGHTS. FH | 0926086 | \$12,521.65 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Aironet 2802I - wireless access point Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43223108 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 6 | 3978762 | \$598.00 | \$3,588.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 1 a Mfg. Part#: AIR-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 6 | 4933912 | \$180.00 | \$1,080.00 |
| Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4913914 | \$4,028.00 | \$4,028.00 |
| Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4752735 | \$40.00 | \$40.00 |
| Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4752739 | \$38.00 | \$38.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4712824 | \$1,508.00 | \$1,508.00 |
| Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4727526 | \$1,020.00 | \$1,020.00 |
| Cisco IP Phone 8841 - VoIP phone Mfg. Part#: CP-8841-K9= | 3 | 3384165 | \$206.00 | \$618.00 |

QUOTE DETAILS (CONT.)

UNSPSC: 43191511

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|---|---|---------|---------|----------|
| <u>Cisco Unified Communications Manager Enhanced (v. 10.x) - license - 1 user</u> | 3 | 3289195 | \$84.00 | \$252.00 |
|---|---|---------|---------|----------|

Mfg. Part#: LIC-CUCM-10X-ENH-A

UNSPSC: 43232805

Contract: TXDIRCISE1 Texas Cisco DIR

TSO 4167 Education

Electronic distribution - NO MEDIA

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|--|---|---------|----------|----------|
| <u>Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-</u> | 3 | 3980659 | \$116.55 | \$349.65 |
|--|---|---------|----------|----------|

Mfg. Part#: CON-ECMU-LICOENHA

UNSPSC: 81112201

Electronic distribution - NO MEDIA

Contract: MARKET

| | | | |
|---|--|---|--------------------|
| PURCHASER BILLING INFO | | SUBTOTAL | \$12,521.65 |
| Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed | | SHIPPING | \$0.00 |
| | | SALES TAX | \$0.00 |
| | | GRAND TOTAL | \$12,521.65 |
| | | DELIVER TO | |
| Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST DOT 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND | | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

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| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| KNMR120 | 4/9/2019 | 005-DUNBAR.FH | 0926086 | \$21,896.20 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Aironet 2802I - wireless access point Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43223108 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 9 | 3978762 | \$598.00 | \$5,382.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 1 a Mfg. Part#: AIR-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 9 | 4933912 | \$180.00 | \$1,620.00 |
| Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4913914 | \$4,028.00 | \$8,056.00 |
| Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4752735 | \$40.00 | \$80.00 |
| Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4752739 | \$38.00 | \$76.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4712824 | \$1,508.00 | \$3,016.00 |
| Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4727526 | \$1,020.00 | \$2,040.00 |
| Cisco IP Phone 8841 - VoIP phone Mfg. Part#: CP-8841-K9= UNSPSC: 43191511 | 4 | 3384165 | \$206.00 | \$824.00 |

QUOTE DETAILS (CONT.)

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|---|---|---------|---------|----------|
| <u>Cisco Unified Communications Manager Enhanced (v. 10.x) - license - 1 user</u> | 4 | 3289195 | \$84.00 | \$336.00 |
|---|---|---------|---------|----------|

Mfg. Part#: LIC-CUCM-10X-ENH-A

UNSPSC: 43232805

Electronic distribution - NO MEDIA

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|--|---|---------|----------|----------|
| <u>Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-</u> | 4 | 3980659 | \$116.55 | \$466.20 |
|--|---|---------|----------|----------|

Mfg. Part#: CON-ECMU-LICOENHA

UNSPSC: 81112201

Contract: TXDIRCISE1 Texas Cisco DIR

TSO 4167 Education

Electronic distribution - NO MEDIA

Contract: MARKET

| | | |
|---|---|--------------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$21,896.20 |
| Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$21,896.20 |
| | DELIVER TO | |
| Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST DOT 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND | Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

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|---------|------------|------------------------------|------------|-------------|
| KNMR173 | 4/9/2019 | 008-NORTHSIDE.MARIACH I.HALL | 0926086 | \$10,594.20 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Aironet 2802I - wireless access point Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43223108 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 3 | 3978762 | \$598.00 | \$1,794.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 1 a Mfg. Part#: AIR-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 3 | 4933912 | \$180.00 | \$540.00 |
| Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4913914 | \$4,028.00 | \$4,028.00 |
| Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4752735 | \$40.00 | \$40.00 |
| Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4752739 | \$38.00 | \$38.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4712824 | \$1,508.00 | \$1,508.00 |
| Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4727526 | \$1,020.00 | \$1,020.00 |
| Cisco IP Phone 8841 - VoIP phone Mfg. Part#: CP-8841-K9= | 4 | 3384165 | \$206.00 | \$824.00 |

QUOTE DETAILS (CONT.)

UNSPSC: 43191511

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|---|---|---------|---------|----------|
| <u>Cisco Unified Communications Manager Enhanced (v. 10.x) - license - 1 user</u> | 4 | 3289195 | \$84.00 | \$336.00 |
|---|---|---------|---------|----------|

Mfg. Part#: LIC-CUCM-10X-ENH-A

UNSPSC: 43232805

Electronic distribution - NO MEDIA

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|--|---|---------|----------|----------|
| <u>Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-</u> | 4 | 3980659 | \$116.55 | \$466.20 |
|--|---|---------|----------|----------|

Mfg. Part#: CON-ECMU-LIC0ENHA

UNSPSC: 81112201

Contract: TXDIRCISE1 Texas Cisco DIR
TSO 4167 Education

Electronic distribution - NO MEDIA

Contract: MARKET

| | | |
|---|---|--------------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$10,594.20 |
| Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$10,594.20 |
| | DELIVER TO | |
| Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST DOT 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND | Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

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|---------|------------|------------------|------------|-------------|
| KNMR352 | 4/9/2019 | 014-SOUTHWEST.FH | 0926086 | \$20,410.40 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Aironet 2802I - wireless access point Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43223108 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 5 | 3978762 | \$598.00 | \$2,990.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 1 a Mfg. Part#: AIR-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 5 | 4933912 | \$180.00 | \$900.00 |
| Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4913914 | \$4,028.00 | \$8,056.00 |
| Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4752735 | \$40.00 | \$80.00 |
| Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4752739 | \$38.00 | \$76.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4712824 | \$1,508.00 | \$3,016.00 |
| Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4727526 | \$1,020.00 | \$2,040.00 |
| Cisco IP Phone 8841 - VoIP phone Mfg. Part#: CP-8841-K9= UNSPSC: 43191511 | 8 | 3384165 | \$206.00 | \$1,648.00 |

QUOTE DETAILS (CONT.)

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|---|---|---------|---------|----------|
| <u>Cisco Unified Communications Manager Enhanced (v. 10.x) - license - 1 user</u> | 8 | 3289195 | \$84.00 | \$672.00 |
|---|---|---------|---------|----------|

Mfg. Part#: LIC-CUCM-10X-ENH-A

UNSPSC: 43232805

Electronic distribution - NO MEDIA

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|--|---|---------|----------|----------|
| <u>Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-</u> | 8 | 3980659 | \$116.55 | \$932.40 |
|--|---|---------|----------|----------|

Mfg. Part#: CON-ECMU-LICOENHA

UNSPSC: 81112201

Contract: TXDIRCISE1 Texas Cisco DIR

TSO 4167 Education

Electronic distribution - NO MEDIA

Contract: MARKET

PURCHASER BILLING INFO

Billing Address:

FORT WORTH INDEPENDENT SCHOOL DIST

ACCTS PAYABLE

100 N UNIVERSITY DR

FORT WORTH, TX 76107-1360

Phone: (817) 814-2120

Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:

FORT WORTH INDEPENDENT SCHOOL DIST

DOT

100 N UNIVERSITY DR

FORT WORTH, TX 76107-1360

Phone: (817) 814-2120

Shipping Method: DROP SHIP-GROUND

| | |
|-----------------|-------------|
| SUBTOTAL | \$20,410.40 |
|-----------------|-------------|

| | |
|-----------------|--------|
| SHIPPING | \$0.00 |
|-----------------|--------|

| | |
|------------------|--------|
| SALES TAX | \$0.00 |
|------------------|--------|

| | |
|--------------------|--------------------|
| GRAND TOTAL | \$20,410.40 |
|--------------------|--------------------|

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Suite 1515
Chicago, IL 60675-1515

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|---------|------------|-----------------|------------|-------------|
| KNMR419 | 4/9/2019 | 016-OD.WATT.FH | 0926086 | \$18,412.75 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Aironet 2802I - wireless access point Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43223108 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 4 | 3978762 | \$598.00 | \$2,392.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 1 a Mfg. Part#: AIR-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 4 | 4933912 | \$180.00 | \$720.00 |
| Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4913914 | \$4,028.00 | \$8,056.00 |
| Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4752735 | \$40.00 | \$80.00 |
| Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4752739 | \$38.00 | \$76.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4712824 | \$1,508.00 | \$3,016.00 |
| Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 2 | 4727526 | \$1,020.00 | \$2,040.00 |
| Cisco IP Phone 8841 - VoIP phone Mfg. Part#: CP-8841-K9= UNSPSC: 43191511 | 5 | 3384165 | \$206.00 | \$1,030.00 |

QUOTE DETAILS (CONT.)

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|---|---|---------|---------|----------|
| <u>Cisco Unified Communications Manager Enhanced (v. 10.x) - license - 1 user</u> | 5 | 3289195 | \$84.00 | \$420.00 |
|---|---|---------|---------|----------|

Mfg. Part#: LIC-CUCM-10X-ENH-A

UNSPSC: 43232805

Electronic distribution - NO MEDIA

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|--|---|---------|----------|----------|
| <u>Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-</u> | 5 | 3980659 | \$116.55 | \$582.75 |
|--|---|---------|----------|----------|

Mfg. Part#: CON-ECMU-LICOENHA

UNSPSC: 81112201

Contract: TXDIRCISE1 Texas Cisco DIR

TSO 4167 Education

Electronic distribution - NO MEDIA

Contract: MARKET

| | | |
|---|--|--------------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$18,412.75 |
| Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$18,412.75 |
| | DELIVER TO Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST DOT 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND | |
| Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | | |

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|---------|------------|--------------------|------------|--------------------|
| KNMR474 | 4/9/2019 | 071-BENBROOK.HS.FH | 0926086 | \$12,963.30 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Aironet 2802I - wireless access point Mfg. Part#: AIR-AP2802I-B-K9 UNSPSC: 43223108 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 5 | 3978762 | \$598.00 | \$2,990.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 1 a Mfg. Part#: AIR-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 5 | 4933912 | \$180.00 | \$900.00 |
| Cisco Catalyst 9300 - switch - 48 ports - managed - rack-mountable Mfg. Part#: C9300-48P-EDU UNSPSC: 43222612 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4913914 | \$4,028.00 | \$4,028.00 |
| Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM UNSPSC: 26121609 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4752735 | \$40.00 | \$40.00 |
| Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM UNSPSC: 26121636 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4752739 | \$38.00 | \$38.00 |
| Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4712824 | \$1,508.00 | \$1,508.00 |
| Cisco Catalyst 9300 Series Network Module - expansion module Mfg. Part#: C9300-NM-8X UNSPSC: 43201404 Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167) | 1 | 4727526 | \$1,020.00 | \$1,020.00 |
| Cisco IP Phone 8841 - VoIP phone Mfg. Part#: CP-8841-K9= UNSPSC: 43191511 | 6 | 3384165 | \$206.00 | \$1,236.00 |

QUOTE DETAILS (CONT.)

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|---|---|---------|---------|----------|
| <u>Cisco Unified Communications Manager Enhanced (v. 10.x) - license - 1 user</u> | 6 | 3289195 | \$84.00 | \$504.00 |
|---|---|---------|---------|----------|

Mfg. Part#: LIC-CUCM-10X-ENH-A

UNSPSC: 43232805

Electronic distribution - NO MEDIA

Contract: Texas Cisco DIR TSO 4167 Education (DIR-TSO-4167)

| | | | | |
|--|---|---------|----------|----------|
| <u>Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-</u> | 6 | 3980659 | \$116.55 | \$699.30 |
|--|---|---------|----------|----------|

Mfg. Part#: CON-ECMU-LICOENHA

UNSPSC: 81112201

Contract: TXDIRCISE1 Texas Cisco DIR

TSO 4167 Education

Electronic distribution - NO MEDIA

Contract: MARKET

| | | |
|---|---|--------------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$12,963.30 |
| Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$12,963.30 |
| | DELIVER TO | |
| Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST DOT 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND | Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
- Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE THE REPLACEMENT OF AN AIR HANDLING UNIT AND CONTROLS AT SOUTH HILLS HIGH SCHOOL

BACKGROUND:

An air handling unit is in need of replacement at South Hills High School. The air handling unit provides cooling and heating to an art and computer room at the campus. The unit is original to the building and is in constant need of repairs. In a recent assessment of heating and cooling needs for this campus the air handling unit for these two classrooms has been identified in urgent need of replacement. Other identified needs for HVAC updates will be addressed through the 2017 bond. In replacing the air handler it will require an installation of controls to support the energy management system for the District.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the replacement of an air handling unit and controls at South Hills High School.
2. Decline to Approve the replacement of an air handling unit and controls at South Hills High School.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the replacement of an air handling unit and controls at South Hills High School.

FUNDING SOURCE

Additional Details

TRE

198-51-6299-001-003-99-501-000000

COST:

\$58,247.00

VENDOR:

| | |
|------------------------------------|-------------|
| American Mechanical Services (AMS) | \$50,847.00 |
| Logical Solutions (LSI) | \$7,400.00 |

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

South Hills High School

RATIONALE:

The replacement of the air handling unit will provide classroom comfort as the need to replace has been identified as a urgent need for the campus.

INFORMATION SOURCE:

Art Cavazos
Carl Alfred
Gil Griffin
Brian Mathis



American Mechanical Services of Texas, LLC



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

April 5, 2019

Fort Worth ISD
2808 Tillar Street
Fort Worth Texas 76107

Attention: Steven McPherson
Subject: Air Handling Unit replacement
Locations: South Hills High School

We are pleased to propose the following for consideration of replacing the existing air handling unit.

We propose to furnish all labor and material for a cost of **\$45,847.00**
Contingency \$5,000.00 **Total with Contingency \$50,847.00**

Scope: Replace existing air handling unit

- Drain down by FWISD
- Disconnect controls by Others
- Install new isolation valves for existing CHW and HW supply and return piping
- Demo existing AHU and remove from site
- Demo (1) existing hot water coil & (1) existing electric heat kit from existing ductwork
- Install-*purchased by Others*- (1) York Model XT, CHW cooling, HW heating, horizontal, constant volume, indoor mounted, air handling units designed for 460V/3Ph/60HZ power and complete with the following:
 - Double wall construction
 - 2" thick, 1.5 lb. fiberglass insulation
 - 18-gauge galvanized steel exterior casing
 - 20-gauge galvanized steel interior casing
 - Access doors filter, access & fan sections
 - Filter section with 2" thick (MERV 8) filters – One set provided
 - Chilled water cooling coil section
 - Stainless steel, sloped drain pan
 - Hot water heating section
 - Supply fan section with centrifugal, forward curved fan mounted on 1" spring isolators
 - Premium efficiency, ODP motor with field mounted variable frequency drive – ABB ACH550 VFD has integral circuit breaker, bypass and service switch
- Re-pipe as required
- Make ductwork modifications as needed – New duct to be internally insulated
- Install new 3-way CHW and HW balancing valves & strainer packages w/Belimo control valves
- Insulate CHW and HW piping & valves (new piping only)
- Start-up and verify operation
- Performance and payment bonds

This proposal does not include any sales tax, overtime labor, new electrical service, permit, expedited freight or any special handling charges that may be applicable, asbestos testing or abatement, any controls or EMS modifications

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,

Gary P. Nuñez
General Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____



LSI HVAC CONTROLS PROPOSAL

| | | |
|--|---|----------------|
| PREPARED FOR: | PROPOSAL DATE: | LIMITING DATE: |
| FWISD | 4.5.19 | 6.5.19 |
| PROJECT NAME: | PREPARED BY: | |
| FWISD – South Hills High School – Art/Computer Room AHU Replacement R1 | Dane Martin Logical Solutions, Inc. – (469) 265-1608 dmartin@lsicontrols.com | |

PROPOSAL

The following proposal is provided for your review. Logical Solutions, Inc. (LSI) proposes to provide equipment / materials to extend the existing Web Based Building Automation System for the above referenced project. The proposal is based on the attached scope of work.

PRICING

The below pricing includes applicable sales tax. Payment terms: Net 30 days; Progress payments

| Project | Price | Tax | Total |
|-------------------------------------|------------|-----|-------------------|
| South Hills HS – Controls Additions | \$7,400.00 | N/A | \$7,400.00 |

Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

| NAME | SIGNATURE | TITLE | DATE |
|------|-----------|-------|------|
| | | | |

Scope of Work:

- **(1) New Air Handler**
 - LSi to disconnect and save the actuators before demo. then reconnect all existing end devices and instrumentation upon new unit installation.
 - New points include a modulating HW valve, VFD start/stop, VFD status, VFD speed and VFD fault. HW valve provided by LSi, installed by others.
 - All new wire in the mechanical room to be in conduit.
- Includes extending the signal wire as required and new programs and new equipment/floorplan graphics.

PROVISIONS & INCLUSIONS

- All items provided and installed by LSi will have a 1-year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/owner representative shall provide direction for alarming actions/routing.
- 120V power to LSi enclosures to be provided by others.

COORDINATION ITEMS & EXCLUSIONS

- Additional equipment or control not listed above will be added under a change order contract.
- Pricing is based on all work being performed **during normal** hours.
- Excludes provision and installation of louvers and dampers.
- Excludes any work associated with interior and exterior lighting control systems.
- Excludes any work associated with installing smoke detectors or Fire/Life Safety system
- Excludes any liquidated or consequential damages.
- Excludes any permits of fee associated with this contract.
- Excludes any water or air balancing.

TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc., is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."

2. **Acceptance of Purchase Orders.** Quotations furnished by Seller do not constitute an offer to sell. Quotations are based upon straight-time labor. Any requests by the Buyer for overtime work shall be considered an extra. This proposal expires 60 days after its date, unless otherwise provided by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.

3. **Order Cancellations.** Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.

4. **Prices and Payment.**

(a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to Seller's invoice as a separate charge and will be paid by Buyer.

(b) Seller reserves the right to invoice Buyer monthly for the Products. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice; provided, however, that Seller reserves the right in its sole discretion to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.

(c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.

(d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have (in addition to all rights and remedies Seller may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer; or (iii) declare the full purchase price of all Products sold hereunder immediately due and payable.

(e) If Seller agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation shall not affect in any manner whatsoever Seller's right thereafter as to that or any other order to require payment in accordance with the terms specified herein.

1. **Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.

2. **Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front side hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.

3. **Deferred Deliveries.** If Seller defers deliveries at Buyer's request, Buyer shall indemnify Seller against all loss and additional expense incurred by Seller in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 6.

4. **Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.**

5. **Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.

6. **Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.

7. **Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**

12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment or material required by Seller to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

13. **Miscellaneous.**

(f) **Limitations on Assignment.** Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of Seller.

(g) **Waiver.** No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by Seller to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(h) **Governing Law.** This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.

(i) **Headings.** The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.

(j) **Entire Agreement.** These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller of or reference by Seller to or performance by Seller under any such order form shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE REPLACEMENT PARTS AND REPAIR SERVICES FOR OUT-OF-WARRANTY PROMETHEAN INTERACTIVE WHITEBOARDS FOR SUMMER 2019

BACKGROUND:

Interactive whiteboards are essential tools in classrooms across the District. With technology rich classrooms comes the responsibility of ensuring that these resources function on a daily basis. This item represents a request to purchase replacement parts and services for the out-of-warranty Promethean Interactive Whiteboards to address support tickets during summer 2019.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement Parts and Repair Services for Out-of-Warranty Promethean Interactive Whiteboards for Summer 2019.
2. Decline to Approve Replacement Parts and Repair Services for Out-of-Warranty Promethean Interactive Whiteboards for Summer 2019.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement Parts and Repair Services for Out-of-Warranty Promethean Interactive Whiteboards for Summer 2019.

FUNDING SOURCE

Additional Details

TRE

198-11-6396-001-XXX-11-423-000000

COST:

\$135,000.00

VENDOR:

ProComputing

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System (TIPS), Contract 171001. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of this item will allow Technology Campus Support to provide repair service for interactive whiteboard resources with parts availability and services to ensure classroom interactive whiteboards are ready for the 2019-2020 school year.

INFORMATION SOURCE:

Art Cavazos
Larry Sandoval
Wyatt Sledge



ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 117622
DOC. TYPE: SQ
DATE: 04/22/2019
SHIP VIA:

REP: FRANKS, JUSTIN

SOLD TO: FORT WORTH ISD
ACCOUNTS PAYABLE
100 N UNIVERSITY DR
SUITE NW 140-E
FORT WORTH, TX 76107-1300
PH. (817) 871-2123

SHIP TO: DIVISION OF TECHNOLOGY WHSE
ROBERT EVANS
2821 CULLEN STREET
FORT WORTH, TX 76107-1305
PH. (817) 814-3214

| Account: | 100396 | Reference: | | Terms: | Net 15 Days |
|----------------|--|------------|----------|-------------|-------------|
| Item Number | Description | Quantity | Price | Extended | |
| 10008 | 25' 3.5mm M/M, Cable | 25 | \$5.00 | \$125.00 | |
| 10004 | 25' VGA M/M | 25 | \$12.00 | \$300.00 | |
| 33052-10 | Cable, 10FT, SVGA TRIPLE SHIELDED M/M | 25 | \$9.00 | \$225.00 | |
| CAMBRIDGE-710 | Remote for Cambridge and P9 Series | 10 | \$80.00 | \$800.00 | |
| ECO-710 | ECO X26N X30N WX32N X27NST X32NST WX32NST Replacement Remote Control | 10 | \$80.00 | \$800.00 | |
| BOSTON-710 | Boston P5/P6 Replacement Remote Control | 10 | \$79.00 | \$790.00 | |
| V11H855020 | POWERLITE X39 PROJ XGA 3500L | 10 | \$425.00 | \$4,250.00 | |
| HDMI-025 | 25' HDMI Cable 24AWG High Speed | 25 | \$30.00 | \$750.00 | |
| 3993 | 10' HDMI Cable Male to Male | 30 | \$10.00 | \$300.00 | |
| ARAAC2PENSET | ActivArena Spare pen set. Cordless battery-free pen for ActivBoard - Set comprises 1 teacher & 1 stu | 10 | \$70.00 | \$700.00 | |
| ACTIVPEN4T3-10 | Teacher ActivPen 50. Cordless battery-free pen for ActivBoard - For use with 100 300 300 Pro & 500 P | 3 | \$280.00 | \$840.00 | |
| LP-2020TI | Lepai LP-2020TI Digital Hi-Fi Audio Mini Amplifier with Power Supply | 15 | \$75.00 | \$1,125.00 | |
| 5811119560-SVV | Vivitek Lamp 240W Compatible with DX881ST DW882ST DX813 DW814 DX883ST DW884ST | 50 | \$119.00 | \$5,950.00 | |
| DW884ST | Vivitek ProAV Projector EDUCATION / VALUE WXGA Resolution 3600 Lumens 0.521:1 Lens 5yr P&L/5yr Adv. | 121 | \$645.00 | \$78,045.00 | |
| LABOR | Labor for out of warranty Promethean Repairs | 400 | \$100.00 | \$40,000.00 | |
| TIPS | TIPS Contract Number 171001 | 1 | \$0.00 | \$0.00 | |

| | |
|---------------|---------------------|
| Sub-Total: | \$135,000.00 |
| Tax: | \$0.00 |
| Total: | \$135,000.00 |

E-Mail all purchase orders to sales@procomputing.com, send all payments to the address above.

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

**TOPIC: APPROVE PURCHASE OF PRINTER MAINTENANCE AND
WARRANTY EXTENSIONS FOR CAMPUSES**

BACKGROUND:

Printers are an essential resource for campus staff to print documents to support instruction and administrative communication. This request includes the purchase of maintenance kits with installation and extension of the warranty for 12 months for campus print release printers purchased as part of CIP 2013. The extension of the warranties serves to protect the initial investment and successful implementation of a \$1.4 million dollar CIP 2013 project that greatly improved the printing environment at our schools. The project goals are reduction of waste, reduce the cost of consumables, secure printing of documents, monitoring print usage and consolidation of devices which results in lower energy usage.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Printer Maintenance and Warranty Extensions for Campuses
2. Decline to Approve Purchase of Printer Maintenance and Warranty Extensions for Campuses
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Printer Maintenance and Warranty Extensions for Campuses

FUNDING SOURCE

Additional Details

TRE

198-11-6396-001-XXX-11-423-000000

COST:

\$82,404.00

VENDOR:

Cesco, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3103. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Please see list of schools.

RATIONALE:

Approval of this purchase will ensure that campus print release printers purchased as part of CIP 2013 receive maintenance and an additional 12 months of warranty coverage.

INFORMATION SOURCE:

Art Cavazos
Larry Sandoval
Wyatt Sledge



QUOTE

CESCO, Inc.

11969 Plano Rd.
 Dallas, TX 75243
 Phone: 214-824-8741 Fax: 214-824-0490
jbryant@cesco-inc.com

QUOTE NO. 3
 DATE March 25, 2019
 CUSTOMER FORT WORTH ISD
 EXPIRATION DATE [Date]

TO WYATT SLEDGE
 FORT WORTH ISD
 WARRANTY RENEWAL 12 MONTHS
 PR UNITS DIR-TSO-3103

| SALESPERSON | JOB | SHIPPING METHOD | SHIPPING TERMS | DELIVERY DATE | PAYMENT TERMS | DUE DATE |
|-------------|-----|-----------------|----------------|---------------|---------------|----------|
| JEFF BRYANT | | | | | NET 30 | |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|--------|---------|------------------------------|------------|--------------|
| 151.00 | 2355782 | LEXMARK MS610DTE WARRANTY | \$ 98.00 | \$ 14,798.00 |
| 154.00 | 2355567 | LEXMARK MX511DTE WARRANTY | 439.00 | 67,606.00 |
| | | INCLUDES ALL PARTS AND LABOR | | |
| | | MAINTENANCE KITS INCLUDED | | |
| | | DIR TSO 3103 | | |

Quotation prepared by: JEFF BRYANT

TOTAL DISCOUNT

This is a quotation on the goods named, subject to the conditions noted below:
 (Describe any conditions pertaining to these prices and any additional terms of the agreement.
 You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

| | |
|------------------|--------------|
| SUBTOTAL | \$ 82,404.00 |
| SALES TAX | |
| TOTAL | \$ 82,404.00 |

THANK YOU FOR YOUR BUSINESS!

Order Number (Multiple Items)

| Row Labels | Count of Product Name |
|--|-----------------------|
| Printer - Lexmark MS610DTE | 151 |
| 059 - J. Martin Jacquet | 4 |
| 063 - Como Montessori | 2 |
| 101 - Alice Carlson Applied Learning Ctr | 2 |
| 103 - Benbrook | 2 |
| 105 - West Handley | 2 |
| 107 - Burton Hill | 2 |
| 110 - Carroll Peak | 2 |
| 111 - Carter Park | 2 |
| 115 - George Clarke | 2 |
| 116 - Lily B. Clayton | 2 |
| 117 - Como | 2 |
| 119 - E. M. Daggett | 2 |
| 120 - Rufino Mendoza | 2 |
| 121 - De Zavala | 2 |
| 122 - Diamond Hill | 2 |
| 124 - Maude Logan | 2 |
| 125 - Eastern Hills | 2 |
| 126 - East Handley | 2 |
| 127 - Christene C. Moss | 2 |
| 129 - John T. White | 2 |
| 130 - Harlean Beal | 2 |
| 131 - Rosemont | 2 |
| 133 - Green ES | 2 |
| 134 - Greenbriar | 2 |
| 135 - Van Zandt-Guinn | 2 |
| 137 - Hubbard Heights | 2 |
| 138 - H.V. Helbing | 2 |
| 139 - Kirkpatrick | 2 |
| 141 - Meadowbrook | 2 |
| 143 - D. McRae | 2 |
| 144 - Mitchell Boulevard | 2 |
| 146 - M. H. Moore | 2 |
| 147 - Morningside | 2 |
| 148 - Charles Nash | 2 |
| 149 - North Hi Mount | 2 |
| 150 - Oakhurst | 2 |
| 151 - Natha Howell | 2 |
| 152 - Oaklawn | 2 |
| 153 - A.M. Pate | 2 |
| 154 - M. L. Phillips | 2 |
| 156 - Ridglea Hills | 2 |
| 157 - Luella Merrett | 2 |
| 159 - Versia L. Williams | 2 |

| | |
|--|------------|
| 160 - Maudrie M. Walton | 1 |
| 161 - Sam Rosen | 2 |
| 162 - Sagamore Hill | 2 |
| 163 - Bruce Shulkey | 2 |
| 165 - Richard J. Wilson | 2 |
| 166 - South Hi Mount | 2 |
| 167 - South Hills | 2 |
| 168 - Springdale | 2 |
| 169 - Sunrise-McMillan | 2 |
| 171 - Tanglewood | 2 |
| 172 - W. J. Turner | 2 |
| 175 - Washington Heights | 2 |
| 176 - Waverly Park | 2 |
| 178 - Westcreek | 2 |
| 180 - Western Hills | 2 |
| 184 - Worth Heights | 2 |
| 186 - David K. Sellars | 2 |
| 187 - J. T. Stevens | 2 |
| 188 - Atwood McDonald | 2 |
| 190 - Riverside Applied Learning Ctr. | 2 |
| 194 - Daggett Montessori (K-8) RT 9 | 2 |
| 206 - Bill J. Elliott | 2 |
| 208 - T. A. Sims | 2 |
| 209 - Edward J. Briscoe | 2 |
| 216 - Woodway | 2 |
| 217 - I.M. Terrell | 2 |
| 219 - Lowery Road | 2 |
| 220 - Alice D. Contreras | 2 |
| 224 - Ellis, M. G. Primary | 2 |
| 225 - Bonnie Brae | 2 |
| 226 - Seminary Hills Park | 2 |
| 227 - Dolores Huerta | 2 |
| Printer - Lexmark MX511DTE | 154 |
| 059 - J. Martin Jacquet | 2 |
| 063 - Como Montessori | 2 |
| 101 - Alice Carlson Applied Learning Ctr | 2 |
| 103 - Benbrook | 2 |
| 105 - West Handley | 2 |
| 107 - Burton Hill | 2 |
| 110 - Carroll Peak | 2 |
| 111 - Carter Park | 2 |
| 114 - Manuel Jara | 1 |
| 115 - George Clarke | 2 |
| 116 - Lily B. Clayton | 2 |
| 117 - Como | 2 |
| 118 - Hazel Harvey Peace | 2 |
| 119 - E. M. Daggett | 2 |

| | |
|--------------------------|---|
| 120 - Rufino Mendoza | 2 |
| 121 - De Zavala | 2 |
| 122 - Diamond Hill | 2 |
| 123 - S. S. Dillow | 1 |
| 124 - Maude Logan | 2 |
| 125 - Eastern Hills | 2 |
| 126 - East Handley | 2 |
| 127 - Christene C. Moss | 2 |
| 129 - John T. White | 2 |
| 130 - Harlean Beal | 2 |
| 131 - Rosemont | 2 |
| 133 - Green ES | 2 |
| 134 - Greenbriar | 2 |
| 135 - Van Zandt-Guinn | 2 |
| 137 - Hubbard Heights | 2 |
| 138 - H.V. Helbing | 2 |
| 139 - Kirkpatrick | 2 |
| 141 - Meadowbrook | 2 |
| 143 - D. McRae | 2 |
| 144 - Mitchell Boulevard | 2 |
| 146 - M. H. Moore | 2 |
| 147 - Morningside | 2 |
| 148 - Charles Nash | 2 |
| 149 - North Hi Mount | 2 |
| 150 - Oakhurst | 2 |
| 151 - Natha Howell | 2 |
| 152 - Oaklawn | 2 |
| 153 - A.M. Pate | 2 |
| 154 - M. L. Phillips | 2 |
| 156 - Ridglea Hills | 2 |
| 157 - Luella Merrett | 2 |
| 159 - Versia L. Williams | 2 |
| 160 - Maudrie M. Walton | 1 |
| 161 - Sam Rosen | 2 |
| 162 - Sagamore Hill | 2 |
| 163 - Bruce Shulkey | 2 |
| 165 - Richard J. Wilson | 2 |
| 166 - South Hi Mount | 2 |
| 167 - South Hills | 2 |
| 168 - Springdale | 2 |
| 169 - Sunrise-McMillan | 2 |
| 171 - Tanglewood | 2 |
| 172 - W. J. Turner | 2 |
| 175 - Washington Heights | 2 |
| 176 - Waverly Park | 2 |
| 177 - Westcliff | 1 |
| 178 - Westcreek | 2 |

| | |
|---------------------------------------|------------|
| 180 - Western Hills | 2 |
| 184 - Worth Heights | 2 |
| 186 - David K. Sellars | 2 |
| 187 - J. T. Stevens | 2 |
| 188 - Atwood McDonald | 2 |
| 190 - Riverside Applied Learning Ctr. | 2 |
| 194 - Daggett Montessori (K-8) RT 9 | 2 |
| 206 - Bill J. Elliott | 2 |
| 208 - T. A. Sims | 2 |
| 209 - Edward J. Briscoe | 2 |
| 216 - Woodway | 2 |
| 217 - I.M. Terrell | 2 |
| 219 - Lowery Road | 2 |
| 220 - Alice D. Contreras | 2 |
| 224 - Ellis, M. G. Primary | 2 |
| 225 - Bonnie Brae | 2 |
| 226 - Seminary Hills Park | 2 |
| 227 - Dolores Huerta | 2 |
| Grand Total | 305 |

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 14, 2019**

TOPIC: APPROVE PURCHASE OF NETWORK HARDWARE, SOFTWARE AND SERVICES

BACKGROUND:

The District relies on access to enterprise and instructional applications throughout the business and instructional day. Maintaining a seamless and secure environment ensures applications and servers stay operational at all times.

This item is for the purchase of network connectivity appliances (switches and routers), software, and services for the new Bridgewood data center. This purchase also includes some network components for the Region 11 ESC data center that will ensure seamless connectivity between the two sites. In addition, this purchase will allow applications and servers to reside in a highly available environment while maintaining security to minimize unplanned service disruption. This will also provide the medium to recover from unexpected events in the shortest time possible.

This will be part of the culmination of a three-year plan to provide maximum resiliency and uptime for the students, staff, administration, and the District as a whole. In the event of a connectivity interruption, this purchase will provide business continuity for all internal and external services, and applications.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Hardware, Software and Services
2. Decline to Approve Purchase of Network Hardware, Software and Services
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Network Hardware, Software and Services

FUNDING SOURCE

Additional Details

General Fund

199-53-6299-814-999-99-423-000000 - \$64,085.00
199-53-6638-814-999-99-423-000000 - \$81,002.96
199-53-6639-814-999-99-423-000000 - \$232,483.78

COST:

\$377,571.74

VENDOR:

NETSYNC Network Solutions

PURCHASING MECHANISM

Interlocal Agreement DIR-TSO-4167

Interlocal Agreement

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Wide

RATIONALE:

Approval of this purchase provides applications and servers business continuity.

INFORMATION SOURCE:

Art Cavazos
Mcdeny Mojica



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

QUOTE

| | |
|-----------------|-------------|
| Quote #: | AAAQ67016 |
| Date: | Mar 7, 2019 |

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

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

**Please send Purchase order to:
PO@netsyncnetwork.com**

| Part | Description | Qty | Unit Price | Ext. Price |
|------|--|-----|-------------|-------------|
| 1 | Fort Worth ISD FWISD - ACI | | | |
| 2 | Fort Worth ISD New DC | | | |
| 3 | ACI-C9332-APIC-B2 ACI Bundle with 2 9332C and APIC | 1 | \$0.00 | \$0.00 |
| 4 | APIC-CLUSTER-M2 APIC Cluster - Medium Configurations (Up to 1000 Edge Ports) | 1 | \$14,307.38 | \$14,307.38 |
| 5 | CON-SSSNT-APIC3M2 SOLN SUPP 8X5XNBD APIC Cluster - Medium Configurations (Up | 5 | \$2,939.40 | \$14,697.00 |
| 6 | APIC-SERVER-M2 APIC Appliance - Medium Configuration (Upto 1000 Edge Ports) | 1 | \$0.00 | \$0.00 |
| 7 | APIC-MRAID12G Avila Cisco 12G SAS Modular Raid Controller (Raid 0/1) | 1 | \$0.00 | \$0.00 |
| 8 | APIC-USBFLSHB-16GB UCS Servers 16GB Flash USB Drive | 1 | \$0.00 | \$0.00 |
| 9 | APIC-TPM2-001 Trusted Platform Module | 1 | \$0.00 | \$0.00 |
| 10 | APIC-CPU-E52609D 1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz | 2 | \$0.00 | \$0.00 |
| 11 | APIC-MR-1X322RV-A 32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v | 2 | \$0.00 | \$0.00 |
| 12 | APIC-SD400GSAS3-EP 400GB 2.5 inch Enterprise performance 12G SAS SSD | 1 | \$0.00 | \$0.00 |
| 13 | APIC-HD600G10K12G 600GB 12G SAS 10K RPM SFF HDD | 2 | \$0.00 | \$0.00 |
| 14 | R2XX-RAID0 Enable RAID 0 Setting | 1 | \$0.00 | \$0.00 |
| 15 | APIC-PSU1-770W 770W power supply for USC C-Series | 2 | \$244.30 | \$488.60 |
| 16 | CAB-C13-C14-2M Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 2 | \$0.00 | \$0.00 |



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|----------|-------------|
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| # | Part | Description | Qty | Unit Price | Ext. Price |
|----|--------------------|--|-----|------------|------------|
| 17 | APIC-DK9-4.0 | APIC Base Software Release 4.0 | 1 | \$0.00 | \$0.00 |
| 18 | APIC-PCIE-CSC-02 | Cisco VIC 1225 Dual Port 10Gb SFP+ CNA | 1 | \$557.20 | \$557.20 |
| 19 | APIC-SERVER-M2 | APIC Appliance - Medium Configuration (Upto 1000 Edge Ports) | 1 | \$0.00 | \$0.00 |
| 20 | APIC-MRAID12G | Avila Cisco 12G SAS Modular Raid Controller (Raid 0/1) | 1 | \$0.00 | \$0.00 |
| 21 | APIC-USBFLSHB-16GB | UCS Servers 16GB Flash USB Drive | 1 | \$0.00 | \$0.00 |
| 22 | APIC-TPM2-001 | Trusted Platform Module | 1 | \$0.00 | \$0.00 |
| 23 | APIC-CPU-E52609D | 1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz | 2 | \$0.00 | \$0.00 |
| 24 | APIC-MR-1X322RV-A | 32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v | 2 | \$0.00 | \$0.00 |
| 25 | APIC-SD400GSAS3-EP | 400GB 2.5 inch Enterprise performance 12G SAS SSD | 1 | \$0.00 | \$0.00 |
| 26 | APIC-HD600G10K12G | 600GB 12G SAS 10K RPM SFF HDD | 2 | \$0.00 | \$0.00 |
| 27 | R2XX-RAID0 | Enable RAID 0 Setting | 1 | \$0.00 | \$0.00 |
| 28 | APIC-PSU1-770W | 770W power supply for USC C-Series | 2 | \$244.30 | \$488.60 |
| 29 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 2 | \$0.00 | \$0.00 |
| 30 | APIC-DK9-4.0 | APIC Base Software Release 4.0 | 1 | \$0.00 | \$0.00 |
| 31 | APIC-PCIE-CSC-02 | Cisco VIC 1225 Dual Port 10Gb SFP+ CNA | 1 | \$557.20 | \$557.20 |
| 32 | APIC-SERVER-M2 | APIC Appliance - Medium Configuration (Upto 1000 Edge Ports) | 1 | \$0.00 | \$0.00 |
| 33 | APIC-MRAID12G | Avila Cisco 12G SAS Modular Raid Controller (Raid 0/1) | 1 | \$0.00 | \$0.00 |
| 34 | APIC-USBFLSHB-16GB | UCS Servers 16GB Flash USB Drive | 1 | \$0.00 | \$0.00 |
| 35 | APIC-TPM2-001 | Trusted Platform Module | 1 | \$0.00 | \$0.00 |
| 36 | APIC-CPU-E52609D | 1.90 GHz E5-2609 v3/85W 6C/15MB Cache/DDR4 1600MHz | 2 | \$0.00 | \$0.00 |



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| | |
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| Quote #: | AAAQ67016 |
| Date: | Mar 7, 2019 |

| # | Part | Description | Qty | Unit Price | Ext. Price |
|----|--------------------|---|-----|-------------|-------------|
| 37 | APIC-MR-1X322RV-A | 32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v | 2 | \$0.00 | \$0.00 |
| 38 | APIC-SD400GSAS3-EP | 400GB 2.5 inch Enterprise performance 12G SAS SSD | 1 | \$0.00 | \$0.00 |
| 39 | APIC-HD600G10K12G | 600GB 12G SAS 10K RPM SFF HDD | 2 | \$0.00 | \$0.00 |
| 40 | R2XX-RAID0 | Enable RAID 0 Setting | 1 | \$0.00 | \$0.00 |
| 41 | APIC-PSU1-770W | 770W power supply for USC C-Series | 2 | \$244.30 | \$488.60 |
| 42 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 2 | \$0.00 | \$0.00 |
| 43 | APIC-DK9-4.0 | APIC Base Software Release 4.0 | 1 | \$0.00 | \$0.00 |
| 44 | APIC-PCIE-CSC-02 | Cisco VIC 1225 Dual Port 10Gb SFP+ CNA | 1 | \$557.20 | \$557.20 |
| 45 | N9K-C9332C | Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G | 2 | \$12,585.60 | \$25,171.20 |
| 46 | CON-SNT-N9KC9332 | SNTC-8X5XNBD Nexus 9K ACI NX-OS Spine, 32p 40/100G | 10 | \$674.50 | \$6,745.00 |
| 47 | ACI-N9KDK9-14.0 | Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.0 | 2 | \$0.00 | \$0.00 |
| 48 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit | 2 | \$0.00 | \$0.00 |
| 49 | NXA-FAN-35CFM-PE | Nexus 2K/3K/9K Single Fan, 35CFM, port side exhaust airflow | 10 | \$0.00 | \$0.00 |
| 50 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust | 4 | \$0.00 | \$0.00 |
| 51 | CAB-C13-C14-AC | Power cord, C13 to C14 (recessed receptacle), 10A | 4 | \$0.00 | \$0.00 |
| 52 | SFP-10G-SR | 10GBASE-SR SFP Module | 12 | \$347.80 | \$4,173.60 |
| 53 | N9K-C93240YC-FX2 | Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28 | 4 | \$11,400.00 | \$45,600.00 |
| 54 | CON-SNT-N93YCFX2 | SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p | 20 | \$562.30 | \$11,246.00 |
| 55 | ACI-N9KDK9-14.0 | Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.0 | 4 | \$0.00 | \$0.00 |
| 56 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit | 4 | \$0.00 | \$0.00 |



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| | |
|----------|-------------|
| Quote #: | AAAQ67016 |
| Date: | Mar 7, 2019 |

| # | Part | Description | Qty | Unit Price | Ext. Price |
|----|-------------------|---|-----|-------------|-------------|
| 57 | NXK-MEM-8GB | Additional memory of 8GB for Nexus Switches | 4 | \$236.70 | \$946.80 |
| 58 | NXA-FAN-35CFM-PE | Nexus 2K/3K/9K Single Fan, 35CFM, port side exhaust airflow | 20 | \$0.00 | \$0.00 |
| 59 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust | 8 | \$0.00 | \$0.00 |
| 60 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 8 | \$0.00 | \$0.00 |
| 61 | QSFP-100G-AOC15M | 100GBASE QSFP Active Optical Cable, 15m | 8 | \$910.10 | \$7,280.80 |
| 62 | SVS-B-N9K-ESS-XF | EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K | 4 | \$0.00 | \$0.00 |
| 63 | C1E1TN9300XF-5Y | ACI Essentials Term N9300 XF, 5Y | 4 | \$10,890.66 | \$43,562.64 |
| 64 | | Fort Worth ISD Region XI | | | |
| 65 | N9K-C9332C | Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G | 2 | \$13,680.00 | \$27,360.00 |
| 66 | CON-SNT-N9KC9332 | SNTC-8X5XNBD Nexus 9K ACI NX-OS Spine, 32p 40/100G | 10 | \$674.50 | \$6,745.00 |
| 67 | ACI-N9KDK9-14.0 | Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.0 | 2 | \$0.00 | \$0.00 |
| 68 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit | 2 | \$0.00 | \$0.00 |
| 69 | NXA-FAN-35CFM-PE | Nexus 2K/3K/9K Single Fan, 35CFM, port side exhaust airflow | 10 | \$0.00 | \$0.00 |
| 70 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust | 4 | \$0.00 | \$0.00 |
| 71 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 4 | \$0.00 | \$0.00 |
| 72 | N9K-C93240YC-FX2 | Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28 | 2 | \$11,400.00 | \$22,800.00 |
| 73 | CON-SNT-N93YCFX2 | SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p | 10 | \$562.30 | \$5,623.00 |
| 74 | ACI-N9KDK9-14.0 | Nexus 9500 or 9300 ACI Base Software NX-OS Rel 14.0 | 2 | \$0.00 | \$0.00 |
| 75 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit | 2 | \$0.00 | \$0.00 |
| 76 | NXK-MEM-8GB | Additional memory of 8GB for Nexus Switches | 2 | \$236.70 | \$473.40 |



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| | |
|----------|-------------|
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| Date: | Mar 7, 2019 |

| # | Part | Description | Qty | Unit Price | Ext. Price |
|----|-------------------|---|-----|-------------|-------------|
| 77 | NXA-FAN-35CFM-PE | Nexus 2K/3K/9K Single Fan, 35CFM, port side exhaust airflow | 10 | \$0.00 | \$0.00 |
| 78 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust | 4 | \$0.00 | \$0.00 |
| 79 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 4 | \$0.00 | \$0.00 |
| 80 | QSFP-100G-AOC15M | 100GBASE QSFP Active Optical Cable, 15m | 4 | \$910.10 | \$3,640.40 |
| 81 | SVS-B-N9K-ESS-XF | EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K | 2 | \$0.00 | \$0.00 |
| 82 | C1E1TN9300XF-5Y | ACI Essentials Term N9300 XF, 5Y | 2 | \$10,890.66 | \$21,781.32 |
| 83 | | Fort Worth ISD IPN | | | |
| 84 | N9K-C93240YC-FX2 | Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28 | 2 | \$11,400.00 | \$22,800.00 |
| 85 | CON-SNT-N93YCFX2 | SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p | 10 | \$562.30 | \$5,623.00 |
| 86 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit | 2 | \$0.00 | \$0.00 |
| 87 | NXK-MEM-8GB | Additional memory of 8GB for Nexus Switches | 2 | \$236.70 | \$473.40 |
| 88 | NXA-FAN-35CFM-PE | Nexus 2K/3K/9K Single Fan, 35CFM, port side exhaust airflow | 10 | \$0.00 | \$0.00 |
| 89 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust | 4 | \$0.00 | \$0.00 |
| 90 | CAB-C13-C14-2M | Power Cord Jumper, C13-C14 Connectors, 2 Meter Length | 4 | \$0.00 | \$0.00 |
| 91 | QSFP-100G-AOC15M | 100GBASE QSFP Active Optical Cable, 15m | 4 | \$910.10 | \$3,640.40 |
| 92 | NXOS-9.2.2 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.2 | 2 | \$0.00 | \$0.00 |
| 93 | NXOS-AD-XF | NX-OS Advantage License for Nexus 9300 (10G+) Platforms | 2 | \$5,700.00 | \$11,400.00 |
| 94 | CON-ECMU-N9SWADXF | SWSS UPGRADES NX-OS Advantage Lice | 10 | \$425.90 | \$4,259.00 |
| 95 | | Fort Worth ISD NETSYNC PROF SERVICES | | | |
| 96 | NET-PRO-SRVC | Installation & Deployment per SoW | 1 | \$64,085.00 | \$64,085.00 |



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| | |
|-----------------|-------------|
| Quote #: | AAAQ67016 |
| Date: | Mar 7, 2019 |

| # | Part | Description | Qty | Unit Price | Ext. Price |
|----|--|-------------------------------------|-----|------------|------------|
| 97 | Cisco Systems DIR-TSO-4167 Contract | Cisco Systems DIR-TSO-4167 Contract | 1 | \$0.00 | \$0.00 |

Quote is valid for 30 days

| | |
|-----------------|---------------------|
| SubTotal | \$377,571.74 |
| Tax/VAT | \$0.00 |
| Shipping | \$0.00 |
| TOTAL | \$377,571.74 |

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 14, 2019**

TOPIC: APPROVE PURCHASE OF DATA STORAGE HARDWARE AND SERVICES

BACKGROUND:

The District is highly dependent on the data generated by enterprise and instructional applications. Maintaining the data requires a secure, reliable, and expansive data storage solution. This item is for the purchase of data storage hardware and services for the data centers at Bridgewood and Region 11 ESC.

This hardware will allow the District to store data between both data centers in a highly resilient manner. This will enable the District to upgrade and perform maintenance without downtime, increase capacity for log storage for troubleshooting and compliance data, and optimize database processing for our ERP and Active Directory environments. This will be part of the culmination of a three-year plan to provide maximum resiliency and uptime for the students, staff, administration, and the district as a whole.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Data Storage Hardware and Services
2. Decline to Approve Purchase of Data Storage Hardware and Services
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Data Storage Hardware and Services

FUNDING SOURCE

Additional Details

| | |
|--------------|--|
| General Fund | 199-53-6249-814-999-99-423-000000 - \$51,278.69 |
| | 199-53-6299-814-999-99-423-000000 - \$17,480.00 |
| | 199-53-6639-814-999-99-423-000000 - \$265,894.65 |

COST:

\$334,653.34

VENDOR:

Sequel Data System Incorporated

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contracts DIR-TSO-2722 & DIR-TSO-4160. 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

District Wide

RATIONALE:

The approval of this purchase ensures the District has a reliable and secure data storage solution for daily administrative and instructional operations.

INFORMATION SOURCE:

Art Cavazos
Mcdeny Mojica



Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 101932



Sales Quote

Today's Date: 03/08/2019

Customer:

Mcdeny Mojica
FWISD
Mcdeny.Mojica@fwisd.org
817-814-3038

DIR-TSO-2722

Account Manager:

David Dunaway
Sequel Data Systems
david.dunaway@sequeldata.com
Office: 512-918-8841
Cell: 817-939-7406

| Item | Part # | Qty. | Description | Unit Price | Ext. Price |
|---------------------------------|--------------------------------------|------|---|--------------|---------------------|
| ERP Array (Array B) | | | | | |
| 1 | Trade-Up,5/10TB-DP FOR 19.2TB-SAS-DP | 1 | Trade-up 5TB or 10TB Datapack for 19.2TB SAS Datapack | \$ 69,636.08 | \$ 69,636.08 |
| 2 | Trade-Up,5/10TB-DP FOR 19.2TB-SAS-DP | 10 | Trade-Up,5/10TB-DP FOR 19.2TB-SAS-DP 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support **This array expired in December 2018. FWISD is about to renew and we will co-term this qty to expire in December 2019. The above qty should be adjusted based on when the order is placed** | \$ 517.94 | \$ 5,179.40 |
| Database Array (Array A) | | | | | |
| 1 | Trade-Up,5/10TB-DP FOR 19.2TB-SAS-DP | 1 | Trade-up 5TB or 10TB Datapack for 19.2TB SAS Datapack | \$ 69,636.08 | \$ 69,636.08 |
| 2 | Trade-Up,5/10TB-DP FOR 19.2TB-SAS-DP | 12 | Trade-Up,5/10TB-DP FOR 19.2TB-SAS-DP 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support **This array expires in April 2019. FWISD is about to renew for one year and we will co-term this qty to expire in April 2020. The above qty should be adjusted based on when the order is placed** | \$ 517.94 | \$ 6,215.28 |
| Total | | | | | \$150,666.84 |

Phone: 512-918-8841

Prices Good for 30 Days

Fax: 512-519-7868



Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 101931



Sales Quote

Today's Date: 03/21/2019

Customer:

Mcdeny Mojica
FWISD
Mcdeny.Mojica@fwisd.org
817-814-3038

DIR-TSO-4160

Account Manager:

David Dunaway
Sequel Data Systems
david.dunaway@sequeldata.com
Office: 512-918-8841
Cell: 817-939-7406

| Item | Part # | Qty. | Description | Unit Price | Ext. Price |
|------|-------------|------|---|--------------|---------------------|
| 1 | K2Q36B | 1 | HPE 3PAR 8200 2N+SW Storage Field Base | \$ 7,320.09 | \$ 7,320.09 |
| 2 | K2P94B | 20 | HPE 3PAR 8000 1.8TB+SW 10K SFF HDD | \$ 906.94 | \$ 18,138.80 |
| 3 | E7Y71A | 5 | HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl | \$ 2,030.40 | \$ 10,152.00 |
| 4 | K2P94B | 100 | HPE 3PAR 8000 1.8TB+SW 10K SFF HDD | \$ 906.94 | \$ 90,694.00 |
| 5 | HA114A1 | 1 | HPE Installation and Startup Service | \$ - | \$ - |
| 6 | HA114A1 5XZ | 5 | HPE Startup 3PAR 8000 Fld Int Dr Enc SVC | \$ 402.03 | \$ 2,010.15 |
| 7 | HA114A1 5XU | 1 | HPE Startup 3PAR 8200 2N Fld Int Bas SVC | \$ 2,925.63 | \$ 2,925.63 |
| 8 | QK734A | 4 | HPE Premier Flex LC/LC OM4 2f 5m Cbl | \$ 79.40 | \$ 317.60 |
| 9 | HF383A1 | 3 | HPE Training Credits for Storage SVC | \$ 892.66 | \$ 2,677.98 |
| 10 | H1K92A3 | 1 | HPE 3Y Proactive Care 24x7 Service | \$ - | \$ - |
| 11 | H1K92A3 W3G | 1 | HPE 3PAR 8200 2N+SW Storage Base Support | \$ 1,946.30 | \$ 1,946.30 |
| 12 | H1K92A3 X84 | 120 | HPE 3PAR 8000 1.8TB+SW 10K SFF HDD Supp | \$ 243.93 | \$ 29,271.60 |
| 13 | H1K92A3 YTJ | 5 | HPE 3PAR 8000 Drive Encl Support | \$ 210.47 | \$ 1,052.35 |
| 14 | HA334A1 | 10 | Sequel Data Systems Professional Services -Installation and configuration -integrate with existing VMware environment -configure as a replication target for existign array -reconfiguration of existing fibre channel switches | \$ 1,748.00 | \$ 17,480.00 |
| | | | | Total | \$183,986.50 |

Phone: 512-918-8841

Prices Good for 30 Days

Fax: 512-519-7868

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 14, 2019**

TOPIC: APPROVE PURCHASE OF NETWORK APPLICATION SECURITY DEVICES AND SERVICES

BACKGROUND:

Safe access and data protection is critical for any education institution. The F5 application security device offers proven security and access to the systems utilized by the District. This item is for the purchase of application security devices for the data centers at Bridgewood and Region 11 ESC to enable applications to operate securely at both data centers.

This purchase will allow applications to load balance, allow domain name resolution, access secure VPN connection (remote access), and distributed denial of service attack (DDoS) protection to the District network environment. This purchase will also provide the medium to recover from unexpected events in the shortest time possible by switching active services between data centers to allow repair and maintenance without impacting services. This will be part of the culmination of a three-year plan to provide maximum resiliency and uptime for the students, staff, administration, and the District as a whole.

Ensuring the District has safe access to technical resources and data protection between two geographically diverse data centers will improve operational effectiveness and efficiency. The purchase of the application security devices includes support.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Application Security Devices and Services
2. Decline to Approve Purchase of Network Application Security Devices and Services
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Network Application Security Devices and Services

FUNDING SOURCE

Additional Details

General Fund

199-53-6299-814-999-99-423-000000 - \$64,275.00
199-53-6639-814-999-99-423-000000 - \$314,492.00

COST:

\$378,767.00

VENDOR:

NETSYNC Network Solutions

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3151. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Wide

RATIONALE:

Approval of this purchase ensures the District has safe access to technical resources and data protection between two geographically diverse data centers which will improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Art Cavazos
Mcdeny Mojica



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

QUOTE

| | |
|-----------------|--------------|
| Quote #: | AAAQ61201-01 |
| Date: | Apr 11, 2019 |

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

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

**Please send Purchase order to:
PO@netsyncnetwork.com**

| Part | Description | Qty | Unit Price | Ext. Price |
|------|--|-----|-------------|--------------|
| 1 | Fort Worth ISD | | | |
| 2 | F5 Quote | | | |
| 3 | ***Pricing valid if PO received May 2019*** | | | |
| 4 | F5-BIG-BT-I5600 F5 Networks : BIG-IP i5600 Best Bundle (48 GB Memory, SSD, Base SSL, Base Compression) | 4 | \$60,525.00 | \$242,100.00 |
| 5 | F5-SVC-BIG-PRE-L1-3 F5 Networks : Level 1-3 Premium Service for BIG-IP (7x24) | 4 | \$12,825.00 | \$51,300.00 |
| 6 | F5-UPG-AC-I5XXX F5 Networks : BIG-IP Single AC Power Supply for i5X00 (650 W, Field Upgrade) | 4 | \$1,805.00 | \$7,220.00 |
| 7 | F5-UPG-SFP+-R F5 Networks : BIG-IP & VIPRION SFP+ 10GBASE-SR Transceiver (Short Range, 300 m, Field Upgrade) | 8 | \$1,495.00 | \$11,960.00 |
| 8 | F5-UPG-SFP-R F5 Networks : BIG-IP & VIPRION SFP 1000BASE-SX Transceiver (Short Range, 550 m, Field Upgrade) | 8 | \$239.00 | \$1,912.00 |
| 9 | F5-TRG-BIG-AFM-CFG F5 Networks : BIG-IP Advanced Firewall Manager Configuration Training (2 days) | 2 | \$575.00 | \$1,150.00 |
| 10 | F5-TRG-BIG-ASM-ESS F5 Networks : BIG-IP Application Security Manager (ASM) Essentials Training (4 days) | 2 | \$1,145.00 | \$2,290.00 |
| 11 | F5-TRG-BIG-DNS-IL F5 Networks : BIG-IP DNS Training (2 days) | 2 | \$1,845.00 | \$3,690.00 |
| 12 | F5-TRG-BIG-EGW-APM F5 Networks : BIG-IP Access Policy Manager Training (3 days) | 2 | \$2,855.00 | \$5,710.00 |
| 13 | F5-TRG-BIG-LTM-CFG-3 F5 Networks : BIG-IP Local Traffic Manager Configuration Training (3 days) | 2 | \$2,855.00 | \$5,710.00 |
| 14 | F5-TRG-BIG-OP-ADMIN F5 Networks : BIG-IP Administration Training (2 days) | 2 | \$1,845.00 | \$3,690.00 |



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

| | |
|-----------------|--------------|
| Quote #: | AAAQ61201-01 |
| Date: | Apr 11, 2019 |

| # | Part | Description | Qty | Unit Price | Ext. Price |
|----|--------------|---------------------------------------|-----|-------------|-------------|
| 15 | | F5 Professional Services | | | |
| 16 | NET-PRO-SRVC | Netsync Professional Services per SOW | 1 | \$42,035.00 | \$42,035.00 |
| 17 | | DIR-TSO-3151 | 1 | \$0.00 | \$0.00 |

Quote is valid for 30 days

| | |
|-----------------|---------------------|
| SubTotal | \$378,767.00 |
| Tax/VAT | \$0.00 |
| Shipping | \$0.00 |
| TOTAL | \$378,767.00 |

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE THE PURCHASE OF CONSUMABLE MATH BOOKS IN GRADES K-5 AS PART OF A CONTINUATION OF PROCLAMATION 2014

BACKGROUND:

Proclamation 2014 sixth year purchase of consumable math instructional materials for grades K-5. ORIGO Math – *Stepping Stones* for all elementary schools.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of consumable math books in grades K-5 as part of a continuation of proclamation 2014.
2. Decline to Approve purchase of consumable math books in grades K-5 as part of a continuation of proclamation 2014.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of consumable math books in grades K-5 as part of a continuation of proclamation 2014.

FUNDING SOURCE

Additional Details

IMA

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

COST:

\$882,570.00

VENDOR:

ORIGO Education

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary Schools

RATIONALE:

Purchase of consumable items ensure students in grade K-5 have access to instructional materials as outlined in the district's curriculum for math and science.

INFORMATION SOURCE:

Charles Carroll
Becky Navarre
Shannon Hernandez
James Stephens



4333 Green Ash Drive
Earth City, MO 63045

Phone (888) 674-4601
Fax (888) 674-4604

Prepared By Myneiaka Young
Email m_young@origomath.com

Bill To Name FORT WORTH ISD
Bill To 100 N. University Dr/InSuite SW204
Fort Worth, TX 76107
United States

Created Date 4/6/2019
Expiration Date 4/30/2019
Quote Number 00011189

Contacts Name Sheila Johnson
Phone (817) 814-2540
Email sheila.johnson@fwisd.org

Ship To Name FORT WORTH ISD
Ship To 100 North University
Fort Worth, TX 76107
United States

| ISBN | Product Code | Product | Quantity | Sales Price | Total Price |
|-------------------|--------------|---|----------|-------------|-------------|
| 978-1-921959-26-4 | SSP 264 2 | Stepping Stones Practice Book Grade K | 6,500.00 | \$10.95 | \$71,175.00 |
| 978-1-921959-32-5 | SSP 325 2 | Stepping Stones Practice Book Grade 1 | 6,500.00 | \$10.95 | \$71,175.00 |
| 978-1-921959-33-2 | SSP 332 2 | Stepping Stones Practice Book Grade 2 | 6,500.00 | \$10.95 | \$71,175.00 |
| 978-1-921959-34-9 | SSP 349 2 | Stepping Stones Practice Book Grade 3 | 7,000.00 | \$10.95 | \$76,650.00 |
| 978-1-921959-35-6 | SSP 356 2 | Stepping Stones Practice Book Grade 4 | 6,800.00 | \$10.95 | \$74,460.00 |
| 978-1-921959-36-3 | SSP 363 2 | Stepping Stones Practice Book Grade 5 | 7,000.00 | \$10.95 | \$76,650.00 |
| 978-1-921959-20-2 | SSJ 202 2 | Stepping Stones Student Journal Grade K | 6,500.00 | \$10.95 | \$71,175.00 |
| 978-1-921959-21-9 | SSJ 219 2 | Stepping Stones Student Journal Grade 1 | 6,500.00 | \$10.95 | \$71,175.00 |
| 978-1-921959-22-6 | SSJ 226 2 | Stepping Stones Student Journal Grade 2 | 6,500.00 | \$10.95 | \$71,175.00 |
| 978-1-921959-23-3 | SSJ 233 2 | Stepping Stones Student Journal Grade 3 | 7,000.00 | \$10.95 | \$76,650.00 |
| 978-1-921959-24-0 | SSJ 240 2 | Stepping Stones Student Journal Grade 4 | 6,800.00 | \$10.95 | \$74,460.00 |
| 978-1-921959-25-7 | SSJ 257 2 | Stepping Stones Student Journal Grade 5 | 7,000.00 | \$10.95 | \$76,650.00 |

Total Price \$882,570.00
Shipping and Handling \$0.00
Grand Total \$882,570.00

Note: Excludes taxes where applicable

Quote Acceptance Information

Signature Shannon Hernandez
Name Shannon Hernandez
Title Director, Mathematics
Date 4/8/19

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE PURCHASE OF PUBLIC ADDRESS (PA) SYSTEMS AND CABLING

BACKGROUND:

The Public Address (PA) systems at the campus level are essential and vital for instant communication, scheduled communication, and emergency communication. PA systems have become a critical safety and operational resource at each campus. Four schools are beginning to experience mechanical failures attributed to age and have been identified in need of replacement.

A more reliable and conceptual solution would be an IP based PA system. An IP based PA system serves at the campus level as well as providing a district wide solution for emergency communications with the ability to utilize remote devices. The District seeks approval for the purchase of four PA solutions with cabling, including support for five years.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Public Address (PA) Systems and Cabling
2. Decline to Approve Purchase of Public Address (PA) Systems and Cabling
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Public Address (PA) Systems and Cabling

FUNDING SOURCE

Additional Details

TRE

198-51-6639-001-XXX-99-501-000000

COST:

\$404,506.34

VENDOR:

Southwest Networks, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-3719. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

| | |
|-----------------------------|--------------|
| Harlean Beal Elementary | \$94,057.58 |
| William James Middle School | \$133,518.63 |
| Manuel Jara Elementary | \$84,860.18 |
| Meacham Middle School | \$92,069.95 |

RATIONALE

Approval of this purchase provides a critical safety and operational resource at the identified campuses.

INFORMATION SOURCE:

Art Cavazos
Mcdeny Mojica

Fort Worth Independent School District
 Harlean Beal Elementary School – Valcom Paging Project
 5615 Forest Hill Drive
 Fort Worth, TX 76119



TX DIR# TSO-3719
 BID #19069r1

4-1-2019

Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Harlean Beal Elementary School under this POW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
2. Provide and install one hundred and thirty (130) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 7' in length for closet device connections.
5. Provide and install Category 6 patch cords 10' in length for end device connections.
6. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
7. Provide two (2) days, on-site training to the end users at Harlean Beal Elementary School.
8. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
9. Label all newly installed cables per the FWISD cabling standard.
10. Test results and project deliverables to be provided upon completion of the installation.
11. A Manufacture 20 Year Product Warranty for Panduit components shall be provided and included for this project as well as SWN's standard one-year warranty for cabling labor and materials.
12. Pricing also includes a five-year manufacturer warranty on the Valcom Advanced Application Server Pro (part number VE6025).
13. Project duration is expected to be two (2) to three (3) weeks.

| FWISD Harlean Beal E.S. Valcom project | | | | |
|--|--------------|---|-------------|--------------------|
| Qty | Part Number | Description | Unit Price | Ext Price |
| 56 | 7131900 | Panduit / General Certified Cat 6 Cable Drop, Plenum | \$260.00 | \$14,560.00 |
| 112 | CJ688TGBL | Panduit Cat 6 Jack Black | \$7.96 | \$891.52 |
| 56 | UTP28SP5BL | Panduit Cat 6 patch cord Black 5-foot | \$7.26 | \$406.56 |
| 56 | UTP28SP7BL | Panduit Cat 6 patch cord Black 7-foot | \$8.08 | \$452.48 |
| 3 | CPPLA48WBLY | Panduit 48-port Angled modular patch panel | \$85.00 | \$255.00 |
| 10 | Core Holes | Core-hole penetration solid wall/ceiling 1"-1.75" | \$43.00 | \$430.00 |
| 1 | Valcom | Valcom paging equipment and installation and site support | \$74,062.02 | \$74,062.02 |
| 1 | PM | Project Management | \$1,500.00 | \$1,500.00 |
| 1 | Deliverables | Test Results, Cut Sheets, Warranty, As-Builts | \$1,500.00 | \$1,500.00 |
| | | Site Total | | \$94,057.58 |

Fort Worth Independent School District
 William James Middle School – Valcom Paging Project
 1101 Nashville
 Benbrook, TX 76105



TX DIR# TSO-3719
 BID #19068r1

4-1-2019

Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at William James Middle School under this POW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
2. Provide and install one hundred and sixty-two (162) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 port Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 7' in length for closet device connections.
5. Provide and install Category 6 patch cords 10' in length for end device connections.
6. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
7. Provide two (2) days, on-site training to the end users at William James Middle School.
8. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
9. Label all newly installed cables per the FWISD cabling standard.
10. Test results and project deliverables to be provided upon completion of the installation.
11. A Manufacture 20 Year Product Warranty for Panduit components shall be provided and included for this project as well as SWN's standard one-year warranty for cabling labor and materials.
12. Pricing also includes a five-year manufacturer warranty on the Valcom Advanced Application Server Pro (part number VE6025).
13. Project duration is expected to be three (3) to four (4) weeks.

| FWISD William James Middle School Valcom project | | | | |
|--|--------------|---|--------------|---------------------|
| Qty | Part Number | Description | Unit Price | Ext Price |
| 95 | 7131900 | Panduit / General Certified Cat 6 Cable Drop, Plenum | \$260.00 | \$24,700.00 |
| 190 | CJ688TGBl | Panduit Cat 6 Jack Black | \$7.96 | \$1,512.40 |
| 95 | UTP28SP5BL | Panduit Cat 6 patch cord Black 5-foot | \$7.26 | \$689.70 |
| 95 | UTP28SP7BL | Panduit Cat 6 patch cord Black 7-foot | \$8.08 | \$767.60 |
| 5 | CPPLA48WBLY | Panduit 48-port Angled modular patch panel | \$85.00 | \$425.00 |
| 20 | Core Holes | Core-hole penetration solid wall/ceiling 1"-1.75" | \$43.00 | \$860.00 |
| 1 | Valcom | Valcom paging equipment and installation and site support | \$101,563.93 | \$101,563.93 |
| 1 | PM | Project Management | \$1,500.00 | \$1,500.00 |
| 1 | Deliverables | Test Results, Cut Sheets, Warranty, As-Builts | \$1,500.00 | \$1,500.00 |
| | | Site Total | | \$133,518.63 |

Fort Worth Independent School District
 Manuel Jara Elementary School – Valcom Paging Project
 2100 Lincoln Ave
 Fort Worth, TX 76164



TX DIR# TSO-3719
 BID #19075r1

4-1-2019

Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Manuel Jara Elementary School under this POW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
2. Provide and install one hundred and five (105) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 port Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 7' in length for closet device connections.
5. Provide and install Category 6 patch cords 10' in length for end device connections.
6. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
7. Provide two (2) days, on-site training to the end users at Manuel Jara Elementary School.
8. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
9. Label all newly installed cables per the FWISD cabling standard.
10. Test results and project deliverables to be provided upon completion of the installation.
11. A Manufacture 20 Year Product Warranty for Panduit components shall be provided and included for this project as well as SWN's standard one-year warranty for cabling labor and materials.
12. Pricing also includes a five-year manufacturer warranty on the Valcom Advanced Application Server Pro (part number VE6025).
13. Project duration is expected to be two (2) to three (3) weeks.

| FWISD Manuel Jara Elementary School Valcom project | | | | |
|---|--------------------|---|-------------------|--------------------|
| Qty | Part Number | Description | Unit Price | Ext Price |
| 50 | 7131900 | Panduit / General Certified Cat 6 Cable Drop, Plenum | \$260.00 | \$13,000.00 |
| 100 | CJ688TGBL | Panduit Cat 6 Jack Black | \$7.96 | \$796.00 |
| 50 | UTP28SP5BL | Panduit Cat 6 patch cord Black 5-foot | \$7.26 | \$363.00 |
| 50 | UTP28SP7BL | Panduit Cat 6 patch cord Black 7-foot | \$8.08 | \$404.00 |
| 3 | CPPLA48WBLY | Panduit 48-port Angled modular patch panel | \$85.00 | \$255.00 |
| 10 | Core Holes | Core-hole penetration solid wall/ceiling 1"-1.75" | \$43.00 | \$430.00 |
| 1 | Valcom | Valcom paging equipment and installation and site support | \$66,612.18 | \$66,612.18 |
| 1 | PM | Project Management | \$1,500.00 | \$1,500.00 |
| 1 | Deliverables | Test Results, Cut Sheets, Warranty, As-Builts | \$1,500.00 | \$1,500.00 |
| | | Site Total | | \$84,860.18 |

Fort Worth Independent School District
 Meacham Middle School – Valcom Paging Project
 3600 Weber
 Fort Worth, TX 76106



TX DIR# TSO-3719
 BID #19072r1

4-1-2019

Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Meacham Middle School under this POW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
2. Provide and install one hundred and twelve (112) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 port Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 7' in length for closet device connections.
5. Provide and install Category 6 patch cords 10' in length for end device connections.
6. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
7. Provide two (2) days, on-site training to the end users at Meacham Middle School.
8. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
9. Label all newly installed cables per the FWISD cabling standard.
10. Test results and project deliverables to be provided upon completion of the installation.
11. A Manufacture 20 Year Product Warranty for Panduit components shall be provided and included for this project as well as SWN's standard one-year warranty for cabling labor and materials.
12. Pricing also includes a five-year manufacturer warranty on the Valcom Advanced Application Server Pro (part number VE6025).
13. Project duration is expected to be two (2) to three (3) weeks.

| FWISD Meacham Middle School Valcom project | | | | |
|--|--------------|---|-------------|--------------------|
| Qty | Part Number | Description | Unit Price | Ext Price |
| 58 | 7131900 | Panduit / General Certified Cat 6 Cable Drop, Plenum | \$260.00 | \$15,080.00 |
| 116 | CJ688TG8L | Panduit Cat 6 Jack Black | \$7.96 | \$923.36 |
| 58 | UTP28SP5BL | Panduit Cat 6 patch cord Black 5-foot | \$7.26 | \$421.08 |
| 58 | UTP28SP7BL | Panduit Cat 6 patch cord Black 7-foot | \$8.08 | \$468.64 |
| 4 | CPPLA48WBLY | Panduit 48-port Angled modular patch panel | \$85.00 | \$340.00 |
| 10 | Core Holes | Core-hole penetration solid wall/ceiling 1"-1.75" | \$43.00 | \$430.00 |
| 1 | Valcom | Valcom paging equipment and installation and site support | \$71,406.87 | \$71,406.87 |
| 1 | PM | Project Management | \$1,500.00 | \$1,500.00 |
| 1 | Deliverables | Test Results, Cut Sheets, Warranty, As-Builts | \$1,500.00 | \$1,500.00 |
| | | Site Total | | \$92,069.95 |

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND MISSISSIPPI STATE UNIVERSITY FOR CLINICAL INTERNSHIP/FIELD EXPERIENCE

BACKGROUND:

The request is to facilitate Mississippi State University to provide field experiences to teacher interns (formerly *student teachers*) at Fort Worth ISD campuses. Our participation in the program is to provide teacher mentors to teacher interns enrolled in Mississippi State University at the request of the student teacher. The District is not obligated to provide all placements that may be requested.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Memorandum of Understanding between Fort Worth Independent School District and Mississippi State University for Clinical Internship/Field Experience
2. Decline to Approve the Memorandum of Understanding between Fort Worth Independent School District and Mississippi State University for Clinical Internship/Field Experience
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and Mississippi State University for Clinical Internship/Field Experience

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not a Purchase

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District mentors assigned to Mississippi State University Teacher Interns (Student Teachers)

RATIONALE:

Approval will allow for placement of a future educator in FWISD schools and assist teacher intern who participates in the Mississippi State University Teacher Certification Program to be mentored by a Fort Worth ISD teacher during field experience.

INFORMATION SOURCE:

Cynthia Rincon
Yassmin Lee



Office of Clinical/Field-Based Instruction, Licensure, and Outreach
College of Education
Mississippi State University
(662) 325-2206

Greetings to Fort Worth ISD:

I hope your school year is going well. Our office works to place teacher interns (formerly *student teachers*) in the field for the teaching internship experience. If you are not the person designated to assist with teacher intern placements, I would appreciate very much if you would forward this message to the correct person, or let me know whom I should contact.

When placing interns, please be aware that MSU policy states that *teacher interns cannot be placed in schools where relatives attend or are employed, their children attend school, or where they attended school as a K-12 student*. Classroom mentor teachers must meet specific criteria and complete a training session for the internship (see criteria below). After classroom mentor teachers have been selected, we will notify the teachers who have not previously received training and schedule them to be trained. Please inform principals and teachers that training workshops and materials can also be accessed online or that teachers may choose to receive face-to-face training within your district, in close proximity to your district, or in some cases via telephone.

The internship lasts approximately 16 weeks. Teacher interns will report to assigned schools on Wednesday, **August 21, 2019**. The internship ends **December 11, 2019**. For interns who have two placements, they will change placements in mid-October. When and where possible, candidates should become members of instructional teams in the school and active participants in professional decisions. Placements with nationally board certified teachers would be ideal, when possible.

Classroom Mentor Teacher Criteria:

1. Be a regularly employed teacher.
2. Have a minimum of three years of successful teaching experience.
3. Possess at least a class "A" Standard License (Class "AA" or higher is preferred) in the teaching area.
4. Be willing to accept the responsibilities of a classroom mentor teacher.
5. Show evidence of genuine professional interest and have a positive attitude toward teaching and working with teacher interns.
6. Be willing to participate in a training workshop on the role of the classroom mentor teacher and the teacher intern assessment process. The workshop for all classroom mentor teachers who have not been trained will be held at the beginning of the semester.

Please see the list below of students who have requested to complete the teaching internship in your district. Please complete and return form as promptly as possible by email (dshea@colled.msstate.edu) or by fax (662-325-0615).

We appreciate your willingness and dedication to our future teachers. Please do not hesitate to call if you have any questions.

Donna Shea, Director

Laura Kate Tribble, Licensure
Specialist

Tiffany Middleton, Program
Coordinator

Office of Clinical/Field-Based Instruction, Licensure, and Outreach
Mississippi State University

**Mississippi State University
Teacher Intern Placement Requests for Fall 2019**

District: Fort Worth ISD, TX

| MSU Teacher Intern | Placement Information | | Notes/Comments |
|---|--|--|--|
| | Please include teacher, email address, grade level, and school. | | |
| Courtney Manning Special Education | | | Student needs one 8-week placement in grades K-6 and one 8-week placement in grades 7-12. Student prefers placement at Benbrook if possible. |

Elementary Education teacher interns will have one 16-week placement. Each intern has one concentration area – middle grades education or early childhood education. Interns with a middle grades education concentration will have at least two endorsement areas, but can teach all content areas in grades K-6. If placed in grades 7-8, these interns must be placed in one of their endorsement areas. Interns with an early childhood concentration must be placed in grades K-4.

Secondary Education teacher interns can have one 16-week placement in grades 7-12, or may have two 8-week placements – one in grades 7-8 and one in grades 9-12. We allow the interns to request one or two placements, but they understand that some districts may not be able to accommodate their request. We will accept one or two placements for all secondary interns.

Agriculture Education, Human Science Education, and Technology Education teacher interns can have one 16-week placement or two 8-week placements. Agriculture and Technology teacher intern placements are usually in grades 9-12.

Special Education and Physical Education teacher interns receive K-12 certification; therefore, they are required to have two placements – one K-6 placement and one 7-12 placement.

- **Special Education Placements:** We ask that Special Education interns receive varied experiences with inclusion as well as resource. Interns are required to write lesson plans and teach lessons that will be observed by the classroom mentor teacher and MSU university supervisor, so it is imperative that they not be placed in an all inclusion setting.
- **Physical Education Placements:** Physical Education interns must be placed with certified physical education teachers.

Music Education teacher interns receive K-12 certification; therefore, they are required to have two placements – one K-6 placement and one 7-12 placement. Music teacher interns usually have a concentration in instrumental (band) or choral. It usually is not a problem for choral music interns to receive placements in both grade ranges, but in some situations, a K-6 placement may not be available for instrumental (band) interns. If this is the case, please assign placements that will allow the music (band) teacher interns to gain experience working with junior high as well as high school band students.

Memorandum of Understanding
for
Field Experience

It is hereby agreed Mississippi State University (MSU) and Fort Worth Independent School District, TX have established an agreement for the purpose and consideration outlined below. This agreement shall automatically renew for subsequent one year terms, not to exceed a period of five years, unless either party provides notice of its intent not to renew and/or amend the Agreement.

The above school district will provide directed teaching and other internship and practicum sites for undergraduates and graduate students enrolled in Mississippi State University School of Education. It is further agreed that the number and type of assignments needed and provided by the parties of this agreement shall be arranged at the time placements are requested. It is understood that the above school district is not obligated to provide all placements that may be requested. Specific descriptions of expectations for students and faculty and School Districts personnel are described in *Teaching Internship Handbook*, which can be found at <http://www.ocfbi.msstate.edu/pdfs/Handbook.pdf> which is hereby incorporated into this Agreement.

Provost & Executive Vice President, MSU

Date

Superintendent or his/her designee

Date

MSU agrees to abide by and comply with the screening requirements of State of MS Law.

Prior to placement requests being made, all students will be cleared through a certified background check vendor and MSU Office of Clinical-Field Based Instruction, Licensure & Outreach.

It is the expectation that MSU will comply with and uphold the MS Educator Code of Ethics and Fort Worth Independent School District, TX will comply with and uphold the TX Educator Code of Ethics regarding students' participation in the field.

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY COLLEGE DISTRICT AND FORT WORTH INDEPENDENT SCHOOL DISTRICT RELATING TO DATA SHARING

BACKGROUND:

During the Fall of 2018 Tarrant County College District and Fort Worth ISD met to establish a mutually beneficial system for sharing both current and former student data including demographics, enrollment, academic history, degrees received, and end of term grades. The data sharing agreement outlines responsibilities and commitments of each organization and further establishes a spirit of cooperation to enhance the academic success of students served by both organizations. Existing research on data quality in educational communities substantiates similar collaborative data sharing partnerships between secondary and post-secondary organizations as they help prepare students for their future by bridging learning in and out of the classroom and providing students with a myriad of supports and opportunities to prepare them for the workforce.

This is the initial signing of a comprehensive data sharing agreement between Tarrant County College District and Fort Worth ISD. Both parties agree to use the data for the purposes as authorized in the Interlocal Agreement (ILA) and to protect the personally identifiable information of students against unauthorized access. Any data on non-currently enrolled students will be used for research purposes only as stated in Title 34 Education, Part 99 Family Educational Rights and Privacy Act (FERPA), Sections 99.31, 99.34, and 99.6. The data sharing agreement will continue for a period of three years from the date the agreement is signed by both parties.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing
2. Decline to Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing

FUNDING SOURCE

Interlocal Agreement

Additional Details

COST:

No associated costs

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights HS
Benbrook HS
Carter-Riverside HS
Diamond Hill-Jarvis HS
PL Dunbar HS
Eastern Hills HS
IM Terrell Academy for STEM & VPA
Marine Creek Collegiate
North Side HS
RL Paschal HS
Polytechnic HS
South Hills HS
Southwest HS
TABS
TCC South/FWISD Collegiate
GB Trimble Technical HS
Western Hills HS
World Languages Institute
OD Wyatt HS
Young Men's Leadership Academy
Young Women's Leadership Academy
Office of Innovation

RATIONALE:

Approval of this Interlocal Agreement between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing for institutional study and use will enhance the academic success of students served by both organizations. The sharing of interrelated data will increase student achievement as Tarrant County College and Fort Worth ISD collaboratively partner to help prepare students by providing individualized supports and opportunities focused on key academic skills and behaviors, and allowing leaders to make informed decisions through evaluating program impact to best meet the needs of the community. The data sharing will: reinforce open scientific inquiry; encourage diversity of analysis and opinion; promote new research; make possible the testing of new or alternative hypotheses and methods of analysis; support studies on data collection methods and measurement; facilitate the education of new parties; and permit the creating of new datasets when data from multiple sources are combined.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Angela Rash

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**INTERLOCAL ILA
BETWEEN
Tarrant COUNTY COLLEGE DISTRICT
AND
Fort Worth Independent School District
RELATING TO
DATA SHARING**

This Interlocal ILA (“ILA”) is made and entered into by and between Tarrant County College District, a Texas political subdivision of higher education located in Tarrant County, Texas (hereinafter referred to as “TCCD”), and the Fort Worth Independent School District, an independent school district located in Tarrant County, Texas (hereinafter referred to as “FWISD”), and shall be effective upon execution by both parties.

1. PURPOSE

The purpose of the ILA is to outline the responsibilities and commitments of each organization in providing data about students who are concurrently or formerly enrolled in both organizations. Data about concurrently enrolled students include course enrollment patterns at FWISD and TCCD; test results and grade point averages. Data about students formerly enrolled at FWISD and TCCD include course enrollments, including remedial courses; degrees received; grades and grade point averages; Texas Success Initiative Assessment (TSIA) *as set forth in Appendix B (“A Data Dictionary for TCCD FWISD Data Transfer”).* This ILA defines parameters and areas of responsibilities, and establishes a spirit of cooperation to enhance the academic success of students served by both organizations. Sharing data reinforces open scientific inquiry, encourages diversity of analysis and opinion, promotes new research, makes possible the testing of new or alternative hypotheses and methods of analysis, supports studies on data collection methods and measurement, facilitates the education of new parties, and permits the creation of new datasets when data from multiple sources are combined. Data shared between the parties to this ILA includes personally identifiable student information (“PII”). The parties agree that they will use the data shared pursuant to this ILA and in compliance with the terms and conditions of this ILA and only for such purposes as may be authorized in this ILA. Only authorized officers and employees with a legitimate interest in PII, as delineated by the parameters of this ILA shall view and have access to PII information. Another purpose of this ILA is to protect against unauthorized access to and disclosure of PII. Data on non-currently enrolled students will be used for research purposes only, as stated in Title 34 Education, Part 99 Family Educational Rights and Privacy Act (hereinafter referred to as “FERPA”), Sections 99.31 and 99.34 while safeguarding the privacy of participants, and protecting confidential and proprietary data. Per §99.34 the conditions which apply to disclosure of information to other educational agencies or institutions are as follows: (a) An educational agency or institution that discloses an education record under § 99.31(a)(2) shall: (1) Make a reasonable attempt to notify the parent or eligible student at the last known address of the parent or eligible student, unless: (i) The disclosure is initiated by the parent or eligible student; or (ii) The annual notification of the agency or institution under §99.6 includes a notice that the agency or institution forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll;

(2) Give the parent or eligible student, upon request, a copy of the record that was disclosed; and (3) Give the parent or eligible student, upon request, an opportunity for a hearing under subpart C. (b) An educational agency or institution may disclose an education record of a student in attendance to another educational agency or institution if: (1) The student is enrolled in or receives services from the other agency or institution; and (2) The disclosure meets the requirements of subparagraph (a) of this section.

2. STUDENT INFORMATION

- 2.1 Student Information – The FWISD will only access and utilize TCCD student information as authorized and detailed in this ILA. Data will be accessed using TCCD assigned student identification numbers (**hereafter defined by TCCD as “Colleague ID”**); and
- 2.2 The FWISD understands that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The FWISD shall not re-disclose PII in any way that causes a breach in confidentiality. The FWISD will limit access to the PII only to persons identified in this ILA as having a legitimate interest in accessing the PII.

3. TERM AND TERMINATION

- 3.1 Subject to prior termination of this ILA as provided in this paragraph 3 and in paragraph 6, this ILA shall be in full force and effect beginning when the last party to this ILA signs it and continuing for a period of three (3) years; and
- 3.2 Subject to the terms of Paragraph 7 below, either party to this ILA may terminate this ILA upon 60-calendar-days written notice to the other party.

4. GENERAL CONDITIONS

- 4.1 Nothing in the ILA provisions shall be construed to limit the other agency’s jurisdiction, authority, power, privilege, and immunity pursuant to law.
- 4.2 This ILA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous ILA or understanding among the parties with respect to data sharing.
- 4.3 To effect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of PII shall always be maintained, both parties agree:
- 4.3.1. To comply in all respects with the provisions of all applicable laws, including FERPA, as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this ILA. The parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform each other of such efforts. Nothing in this ILA shall be construed to allow parties to maintain, use, disclose, or share student record information received pursuant to this ILA in a manner prohibited by any laws or regulations. As may be applicable, the parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 4.3.2. That for purposes of this ILA and for ensuring parties’ compliance with the terms of this ILA and all applicable laws, The parties shall designate an official to act as Temporary Custodian, **as set forth in Appendix A**, of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the ILA, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this ILA.

- 4.3.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws, parties shall require all employees, contractors, and agents of any kind to comply with the ILA and all applicable provisions of FERPA and other laws with respect to the data and information shared under the ILA.
- 4.3.4 That PII collected and shared is confidential. Parties will not disclose data produced under the ILA in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of the parties shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no PII or other information that could lead to the identification of any individual student.
- 4.3.5 Not to provide any data obtained under this ILA to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- 4.3.6 That parties have the right, to present, publish, or use the data that they have gained in the course of the research for and on behalf of either party under this ILA, but the parties may only present, publish and use the data in an aggregated form, with no PII. Parties to this ILA may share such information with the other party's partners who have executed a written confidentiality ILA with the other party agreeing not to share or disseminate such information provided by the other party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided and all state and federal laws have been complied with;
- 4.3.7 In order to protect the confidentiality of previously identified confidential information disclosed to the parties, the parties agree to provide to the designated Temporary Custodian(s) any proposed publications or presentations which are to make public any findings, data, or results for the other parties' review, comment and approval at least fourteen (14) days prior to submission of a manuscript or abstract for publication or the date of the presentation.
- 4.3.8 To provide each other with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this ILA. Each party reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students. Each party agrees to keep these files for at least seven (7) years.
- 4.3.9 That they will use PII shared under this ILA for no purpose other than to meet the objectives of the research study specified under this ILA. Non-PII will only be used by the parties to this ILA for purposes defined in this ILA;
- 4.3.10 The FWISD will destroy or return all data files and hard copy records to TCCD that contain PII and purge any copies for such data from its computer system:
- (1) Immediately upon termination of this ILA, either by expiration or as provided hereinor;
 - (2) Within five (5) business days after PII is no longer needed for the purposes stated in this ILA.
 - (3) If requested, the FWISD shall provide to the TCCD an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.
 - (4) Acceptable destruction methods for various types of media include:

- a. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration;
 - b. For paper documents containing PII requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping or incineration;
 - c. If PII has been contained on optical discs (e.g., DCs, DVDs, Blu-ray), the FWISD shall either destroy by incineration the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive;
 - d. If PII has been stored on magnetic tape(s), parties to this ILA shall destroy the data by degaussing, incinerating or crosscut shredding.
 - e. If PII has been stored on server or workstation data hard drives or similar media, the FWISD shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying such disks(s);
 - f. If PII has been stored on removable media (e.g., floppies, USB flash drives, portable hard disks, or similar disks), the FWISD shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- 4.4 The FWISD understands that this ILA does not convey ownership of TCCD's data to the FWISD. Any and all data shared by TCCD pursuant to this ILA and/or any Project Authorization is, and always will remain, the sole property of TCCD.
- 4.5 The FWISD shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the FWISD shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by TCCD pursuant to this ILA:
- 4.5.1 The FWISD will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use. Unless specifically authorized in this ILA or by written authorization of TCCD, the FWISD will not store PII on portable electronic devices or media, including by not limited to:
- (1) Laptops;
 - (2) Handhelds / PDAs;
 - (3) Ultra-mobile PCs;
 - (4) Flash memory devices;
 - (5) Floppy discs;
 - (6) Optical discs (CDs/DVDs); and
 - (7) Portable hard disks.
- 4.6 Payment. No monies will be exchanged between the parties for the work being performed for and on behalf of the parties District as it relates to data sharing services under this ILA. **A reasonable reimbursement of costs may be requested by TCCD if costs are found to exceed normal operation costs of institutional business or if the execution of the ILA becomes burdensome or requires a dedicated employee and/or additional employees requiring 50% or more of his or her working hours.**

5. AUTHORIZATION AND RELATED PARTIES

Parties signatory to this ILA represent that they are authorized to bind their respective organizations to all terms of the ILA, and to bind all related or associated institutions, individuals, employees, or contractors who may have access to data received pursuant to this ILA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The term "contractors", as used in this ILA, refer to consultants or a consultant company that is contracted by the FWISD. The FWISD shall provide TCCD with written notice identifying all individuals, employees or contractors who may have access to PII and shall specifically identify the FWISD individual(s), employee whom the FWISD has designed to be the custodian of the PII obtained from the TCCD. The FWISD shall provide this notice to TCCD prior to any access that these individuals may have before having access to PII. The custodians of PII from each party and other authorized personnel who have access to PII shall understand the confidential nature of PII; understand the legal obligations regarding PII under applicable law, including FERPA and HIPAA , and this ILA; have received training from the appropriate authorities from each party regarding those obligations; and will comply with the aforementioned obligations.

6. METHOD OF DATA ACCESS OR TRANSFER AND CALENDAR

As set forth in Appendix A, The FWISD will establish specific safeguards to assure the confidentiality and security of PII transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information. A calendar for transfer of data files is in this Appendix A.

7. DISPUTE RESOLUTION

Failure by either party to perform any of the responsibilities listed in this ILA, shall constitute a default of this ILA. In the event of a default, the non-defaulting party is required to give notice to the defaulting party. Failure to send notice to the defaulting party shall not be deemed a waiver of said default. The defaulting party shall have thirty (30) days upon notice to cure said default. If the defaulting party is unable to cure said default, but has demonstrated a good faith effort within the sole discretion of the non-defaulting party, the non-defaulting party will give the defaulting party an additional thirty (30) days to cure said default. Unless the parties collectively agree that the default has been cured, thereafter the non-defaulting party has the right to terminate this ILA.

8. TEXAS PUBLIC INFORMATION ACT

In the event that a party to this ILA receives a request for information under the Texas Public Information Act ("TPIA") relating to information subject to this ILA, the recipient of such request shall comply with the requirements of TPIA.

9. INJUNCTIVE RELIEF

The parties acknowledge and agree that any breach of Sections 3 and 7 herein would cause irreparable harm. The parties therefore shall have the right to seek injunctive relief, to the extent permitted by applicable law, in addition to all of its other rights and remedies at law or in equity, to enforce the provisions in this ILA. Such injunctive relief is for the purpose of preventing either party's disclosure of confidential information without the necessity of proving actual damages. The covenants of this ILA are independent and the existence of any claim or cause of action of one party against the other whether predicated on this ILA or otherwise, shall not constitute a defense to the enforcement of the covenant preventing disclosure of confidential information.

10. INDEMNIFICATION

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

11. LEGAL CONSTRUCTION

If any one or more provisions contained in this ILA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this ILA shall be considered as if such invalid, illegal, or unenforceable provisions had never been contained in this ILA. In the event this ILA is inconsistent or conflicts with any other ILA between the parties, this ILA shall control.

12. GOVERNING LAW AND VENUE

This ILA is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each party to this ILA:

- 12.1 Consents to the exclusive jurisdiction and venue of the federal and state courts located in Tarrant County Texas, in any action arising out of or relating to this ILA; and
- 12.2 Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

13. LIMITATIONS OF AUTHORITY

- 13.1 Neither party has authority for or on behalf of the other party except as provided in this ILA;
- 13.2 Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this ILA without a written amendment to this ILA executed by both parties; and
- 13.3 Neither party may assign their interest in this ILA without the prior written permission of the other party.

14. NON-DISCRIMINATION

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 ILA 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. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act.

15. ASSURANCES AND NOTIFICATIONS

- 15.1 By signing this ILA, the FWISD represents to TCCD that if a court of law, administrative agency, hearing officer, or similar decision-maker determines that the conduct of the FWISD or its officers or employees have caused the FWISD to be in violation of the laws and regulations governing PII during the term of this ILA, the FWISD shall immediately notify TCCD; and
- 15.2 The FWISD shall notify the TCCD immediately if the FWISD determines or knows that PII has been improperly disclosed to the FWISD personnel who do not have a legitimate interest in the PII or to any third party

16. RIGHT TO AUDIT

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

17. SURVIVAL

Notwithstanding anything to the contrary in this ILA, the rights and obligations contained in the following sections and subsection of this ILA shall remain in effect after this ILA is terminated:

Section 2, Student Information;
Subsection 4, General Conditions;

Section 9 Responsibility for Improper Disclosure of Personally Identifiable Information; and
Section 15, Assurance and Notifications.

18. CAPTIONS

The captions to the various clauses of this ILA are for informational purposes only and shall not alter the substance of the terms and conditions of this ILA.

19. COUNTERPARTS

This ILA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

20. SUCCESSORS AND ASSIGNS

20.1 The ILA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

20.2 All notices, communication, and reports generated under this ILA shall be delivered to the respective parties at the addresses shown below, by certified mail, return receipt requested, with a copy sent by prepaid postage through the United States Postal Service.

21. AMENDMENT

This ILA may not be amended or altered except by a written amendment signed by FWISD and TCCD.

22. SIGNATORY CLAUSE

The individuals executing this ILA on behalf of TCCD and the FWISD acknowledge that they are duly authorized to execute this ILA. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this ILA. This ILA shall not become effective until executed by each party.

[Signature lines on next page]

TARRANT COUNTY COLLEGE DISTRICT

BY: _____
Eugene Giovannini, Ed.D. Date

Title: Chancellor Tarrant County College District

APPROVED AS TO FORM:

BY: _____


FORT WORTH INDEPENDENT SCHOOL DISTRICT

BY: _____
Kent P. Scribner, Ph.D. Date

Title: Superintendent of Schools Fort Worth Independent School District

APPROVED AS TO FORM:

BY: 



Charles Carroll
Chief Academic Officer

Appendix A

Tarrant County College DISTRICT AND Fort Worth Independent School District RELATING TO DATA SHARING

Purpose of Research

Objectives of research study specified under the ILA (Paragraph 4.3.11) is as follows:

The intent of the data use is for institutional study only and to enhance the academic success of students served by both organizations. The data will only be reported to chief academic administrators of both institutions and will not contribute to generalizable data. If at any point the direction of the ILA changes, the Primary Investigator (herein "PI") and/or FWISD will get in touch with TCCD's Institutional Review Board (IRB) office to make a research determination.

Designation of Temporary Custodian

Parties shall designate an official to act as temporary custodian (Paragraph 4.3.2 of the ILA), of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The designated Temporary Custodian is listed below.

TCCD Contact:

Title

Name

Address

Email

Phone

FWISD Contact:

Title

Name

Address

Email

Phone

Review of Submissions for Publication

Review of submissions of publication by FWISD prior to submission will be directed to the chief academic officer or designate at TCCD.

(Paragraphs 4.3.8 and 4.3.9) at least thirty (30) days prior to submission of a manuscript, FWISD’s Temporary Custodian will provide one electronic and one paper document of the final versions of all reports and other documents associated with this ILA. TCCD shall provide its consent, which shall not be unreasonably withheld or delayed, on or before the expiration of such thirty (30) day period. TCCD’s intention is to ensure the accuracy of both the data and its interpretation, not to censor the publication.

Destruction of Data Files upon Termination of Agreement

The FWISD will destroy or return all data files and hard copy records (Paragraph 4.3.15) upon termination of this agreement either by expiration or as provided elsewhere in the ILA. Office/position responsible for destruction of records and affidavit confirming destruction and/or return of PII within five (5) business days.

FWISD Contact:
Name _____
Address _____
Email _____
Phone _____

The Temporary Custodian at TCCD is responsible for receipt of affidavit or confirmation of destruction of PII from FWISD.

Method of Transfer and Calendar of Transfer

As set forth in Section 6 of the ILA the method of transfer and a calendar of transfer are defined in the following paragraphs.

Three (3) files are to be delivered by the Department of Information Technology, as set forth in Appendix A, Data Dictionary for Interlocal Agreement between TCCD’s and FWISD.

The three files to be delivered will be:

- 1. Demographics and current enrollment
- 2. Academic History
- 3. End of Term Grades

Data File Structure and Format

TCCD will send FWISD data files in a (please check preference(s)) .csv, .txt, or Excel format. The College will include all data fields, formats and column headings as set forth in Appendix B.

TCCD will link all data files sent to FWISD to one or more academic terms. This can be accomplished either by creating separate files for each term and naming them according to their terms, or by adding to each data file a field containing the academic term. The latter approach is preferable for FWISD, but either is acceptable.

Data Transfer Schedule

The College will provide this data to FWISD for a period of three (3) years from date agreement is signed by both parties

The table below lays out approximate dates around which TCCD will provide these data to the FWISD. TCCD will establish a calendar of transfer to FWISD.

| Data Type | Approximate Date of Transfer to FWISD | | |
|---|--|---|--|
| | Spring 2019 Data | Fall 2019 Data | Spring 2020 Data |
| Demographics and Current Course Enrollment | After Census Date at the beginning of the semester January 31, 2019 | After Census Date at the beginning of the semester September 5, 2019 | After Census Date at the beginning of the semester January 30, 2020 |
| Academic History of Dual Credit or ECHS student at TCCD | After Census Date at the beginning of the semester January 31, 2019 | After Census Date at the beginning of the semester September 5, 2019 | After Census Date at the beginning of the semester January 30, 2019 |
| End of Term Grades | Delivered after grades are verified at the end of term May 15, 2019 | Delivered after grades are verified at the end of term December 18, 2019 | Delivered after grades are verified at the end of term May 13, 2020 |

Time Period Covered by Agreement

The College will provide the above data to FWISD through the length of the agreement. FWISD and the College may agree to extend the duration of this Agreement to cover additional data deliveries.

Data Transfer Procedures

To ensure that data files are transferred securely, FWISD uses a secure file transfer protocol (SFTP) site. Using FWISD's SFTP site shall not require TCCD to make any purchase or install any software. FWISD will email login IDs and provide passwords over the phone to data contacts at TCCD, who will then be able to log on to the site and upload data files as needed. To ensure that all data are transmitted in a confidential and secure manner, data contacts at TCCD will *only* transmit data to FWISD via FWISD's SFTP site. Data contacts at TCCD will not transmit any data to FWISD via email or any method other than FWISD's SFTP site.

**Demographics and Current Enrollment
Appendix B
Delivered After Census Date Beginning of the Fall and Spring Semesters**

| Data field | Data Description | Data Type | Data Field Size | Required | Source of data | Notes |
|-------------------------|-------------------------|-----------|-----------------|----------|----------------|---|
| As of Date | Date file was pulled | Date | Date/time | Yes | | MM/DD/YYYY |
| Colleague_ID | Student ID | String | 7 | Yes | | Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester. |
| First_name | Student First Name | String | 255 | Yes | | |
| Last_name | Student Last Name | String | 255 | Yes | | |
| Middle_name | Student Last Name | String | 255 | Yes | | |
| Name_prefix | Student name prefix | String | 4 | No | | Mr., Mrs. Miss Ms. |
| Name_suffix | student name suffix | String | 6 | No | | Jr., I, II, III |
| High_school | High School Name | String | 255 | Yes | | |
| Birthdate | Student Birthdate | String | Date/time | Yes | | mm/dd/yyyy |
| Age | Student Age | numeric | 4 | Yes | | ex. 18.7 age to one digit |
| Gender | Student Gender | String | 6 | Yes | | Male, Female |
| Hispanic | Hispanic Identification | String | 57 | Yes | | Hispanic/Latino, Non Hispanic/Latino, Ethnicity Unknown |
| Race | Race Identification | String | | Yes | | |
| Academic_year | Academic year | String | 9 | Yes | | ex. 2018-2019 |
| Term | TCCD Term | String | 6 | Yes | | ex. 2018SP, 2018SU, 2018FL |
| Course_Subject_location | Course Subject_location | String | 2 | Yes | | CN, TR, SO, SE, NW, NE |
| Course_subject | Course_subject | String | 4 | Yes | | BIOL |
| Course_number | Course_number | String | 4 | Yes | | 4202 |
| Course_section | Course_section | String | 6 | Yes | | 123456 |
| Course_title | Course_title | String | 255 | Yes | | Anatomy and Physiology II |
| Course_instructor_name | Course_instructor_name | String | 255 | Yes | | |
| Course_meeting_time | Course_meeting_time | String | 255 | Yes | | |
| Course_meeting_days | Course_meeting_days | String | 256 | Yes | | |
| Final_Grade | Final_Grade | String | 1 | Yes | Grade Verified | A,B,C,D,F,I,W,AU,WA,CR,NC |
| Numeric_Grade | Numeric Grade | numeric | F(2) | Yes | | Two digit numeric grade rounded to first integer. EX. 91, 78, 82 |
| Academic_Plan | Academic_Plan | String | 12 | Yes | | EHSE.D001.UG-(Dual Credit), ECHS.D001.UG-(Early College High School) |
| Math_TSI | Math_TSI | String | 1 | Yes | | Liabile Y/N |

| | | | | | |
|-------------------------------|-------------------------------------|---------|--------|-----|--|
| Reading_TSI | Readin_TSI | String | 1 | Yes | Liabe Y/N |
| Writing_TSI | Writing_TSI | String | 1 | Yes | Liabe Y/N |
| Academic_Standing | End of Term Academic Standing | String | 4 | Yes | DEAN, GOOD,HONR, MRJIT, PROG, SUSP, SUS2 |
| Cumulative_GPA | Cumulative_GPA | numeric | F(1.2) | Yes | GPA at TCCD. Note: developmental courses are not counted towards GPA |
| Cumulative_Hrs_Earned | Cumulative_Hrs_Earned | numeric | 3 | Yes | HRS earned at TCCD |
| Total_Active_Hours_Registered | Total_Active_Hours_Registered | numeric | 2 | Yes | Hours registered for the Semester at TCCD |
| Degree_earned | Degree_earned | String | 3 | Yes | AAR,AAAS,CRT, FOS, MSA |
| ACPGTitle | Degree Name | String | 255 | Yes | AA.Associate of Arts |
| Acadprog | Degree Academic Program | String | 12 | Yes | AART.D001.UG |
| OmajDesc | Degree Academic Program Description | String | 255 | Yes | Associate of Arts |
| Core Complete | Core Complete | String | 1 | Yes | Core Complete Y/N |
| Student_Holds | Student_Holds | String | 256 | Yes | Specify Holds |

**Academic History
Appendix B**

This file will be delivered after census date at the beginning of the fall and spring semesters

| Data field | Data Description | Data Type | Data Field Size | Required | Source of data | Notes |
|------------------------|-------------------------------------|------------------|------------------------|-----------------|-----------------------|--|
| Colleague_ID | Student ID | String | 7 | Yes | | |
| First_name | Student First Name | String | 255 | Yes | | |
| Last_name | Student Last Name | String | 255 | Yes | | |
| Middle_name | Student Last Name | String | 255 | Yes | | |
| Name_prefix | Student name prefix | String | 4 | No | | Mr., Mrs. Miss Ms. |
| Name_suffix | student name suffix | String | 6 | No | | Jr., I, II, III |
| High_school | High School Name | String | 255 | Yes | | |
| Birthdate | Student Birthdate | String | Date/time | Yes | | mm/dd/yyyy |
| Age | Student Age | numeric | 4 | Yes | | ex. 18.7 age to one digit |
| Gender | Student Gender | String | 6 | Yes | | Male, Female |
| Hispanic | Hispanic Identification | String | 57 | Yes | | Hispanic/Latino, Non Hispanic/Latino, Ethnicity Unknown |
| Race | Race Identification | String | | Yes | | |
| Academic_year | Academic year | String | 9 | Yes | | ex. 2018-2019 |
| Term | Course Attended Term | String | 6 | Yes | | ex. 2018SP, 2018SU, 2018FL |
| Course_location | Campus name | String | 2 | Yes | | CN, TR, SO, SE, NW, NE |
| Course_subject | Course_subject | String | 4 | Yes | | BIOL |
| Course_number | Course_number | String | 4 | Yes | | 4202 |
| Course_section | Course_section | String | 6 | Yes | | 123456 |
| Course_title | Course_title | String | 255 | Yes | | Anatomy and Physiology II |
| Course_instructor_name | Course_instructor_name | String | 255 | Yes | | |
| Course_meeting_time | Course_meeting_time | String | 255 | Yes | | |
| Course_meeting_days | Course_meeting_days | String | 256 | Yes | | |
| Academic_Plan | Academic_Plan | String | 12 | Yes | | EHSE.D001.UG-(Dual Credit), ECHS.D001.UG-(Early College High School) |
| Final_Grade | Final_Grade | String | 1 | Yes | Grade Verified | A,B,C,D,F,I,W,AU,WA,CR,NC |
| Degree_earned | Degree_earned | String | 3 | Yes | | AAR,AAS,CRT,FOS,MSA |
| ACPGTitle | Degree Name | String | 255 | Yes | | AA.Associate of Arts |
| Acadprog | Degree Academic Program | String | 12 | Yes | | AART.D001.UG |
| OmajDesc | Degree Academic Program Description | String | 255 | Yes | | Associate of Arts |

Data is a one-time delivery. Data file will have multiple lines for each course enrollment. This data is specific to Dual Credit and Early College High School students enrolled at TCCD

End of Term Grades Appendix B

This is delivered at the end of the spring and fall semesters after grades have been verified

| Data field | Data Description | Data Type | Data Field Size | Required | Source of data | Notes |
|-------------------------|-------------------------|-----------|-----------------|----------|----------------|---|
| As of Date | Date file was pulled | Date | Date/time | Yes | | MM/DD/YYYY |
| Colleague_ID | Student ID | String | 7 | Yes | | |
| First_name | Student First Name | String | 255 | Yes | | Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester. |
| Last_name | Student Last Name | String | 255 | Yes | | |
| Middle_name | Student Last Name | String | 255 | Yes | | |
| Name_prefix | Student name prefix | String | 4 | No | | Mr., Mrs. Miss Ms. |
| Name_suffix | student name suffix | String | 6 | No | | Jr., I, II, III |
| High_school | High School Name | String | 255 | Yes | | |
| Birthdate | Student Birthdate | String | Date/time | Yes | | mm/dd/yyyy |
| Age | Student Age | numeric | 4 | Yes | | ex. 18.7 age to one digit |
| Gender | Student Gender | String | 6 | Yes | | Male, Female |
| Hispanic | Hispanic Identification | String | 57 | Yes | | Hispanic/Latino, Non Hispanic/Latino, Ethnicity Unknown |
| Race | Race Identification | String | | Yes | | |
| Academic_year | Academic year | String | 9 | Yes | | ex. 2018-2019 |
| Term | TCCD Term | String | 6 | Yes | | ex. 2018SP, 2018SU, 2018FL |
| Course_Subject_location | Course_Subject_location | String | 2 | Yes | | CN, TR, SO, SE, NW, NE |
| Course_subject | Course_subject | String | 4 | Yes | | BIOL |
| Course_number | Course_number | String | 4 | Yes | | 4202 |
| Course_section | Course_section | String | 6 | Yes | | 123456 |
| Course_title | Course_title | String | 255 | Yes | | Anatomy and Physiology II |
| Course_instructor_name | Course_instructor_name | String | 255 | Yes | | |
| Course_meeting_time | Course_meeting_time | String | 255 | Yes | | |
| Course_meeting_days | Course_meeting_days | String | 256 | Yes | | |
| Final_Grade | Final_Grade | String | 1 | Yes | Grade Verified | A,B,C,D,F,I,W,AU,WA,CR,NC |
| Numeric_Grade | Numeric Grade | numeric | F(2) | Yes | | Two digit numeric grade rounded to first integer. EX. 91, 78, 82 |
| Academic_Plan | Academic_Plan | String | 12 | Yes | | EHSE.D001.UG-(Dual Credit) , ECHS.D001.UG- |

Data Sharing Agreement FWISD

| | | | | | | | | | | |
|-----------------------------|--|--|--|--|--|--|--|--|--|--|
| (Early College High School) | | | | | | | | | | |
|-----------------------------|--|--|--|--|--|--|--|--|--|--|

| | | | | | | |
|-------------------------------|-------------------------------------|---------|--------|-----|--|--|
| Math_TSI | Math_TSI | String | 1 | Yes | | Liabile Y/N |
| Reading_TSI | Reading_TSI | String | 1 | Yes | | Liabile Y/N |
| Writing_TSI | Writing_TSI | String | 1 | Yes | | Liabile Y/N |
| Academic_Standing | End of Term Academic Standing | String | 4 | Yes | | DEAN, GOOD,HONR, MRIT, PROG, SUSP, SUS2 |
| Cumulative_GPA | Cumulative_GPA | numeric | F(1.2) | Yes | | GPA at TCCD. Note: developmental courses are not counted towards GPA |
| Cumulative_Hrs_Earned | Cumulative_Hrs_Earned | numeric | 3 | Yes | | HRS earned at TCCD |
| Total_Active_Hours_Registered | Total_Active_Hours_Registered | numeric | 2 | Yes | | Hours registered for the Semester at TCCD |
| Degree_earned | Degree_earned | String | 3 | Yes | | AAR,AAS,CRT, FOS, MSA |
| ACPGTitle | Degree Name | String | 255 | Yes | | AA.Associate of Arts |
| Acadprog | Degree Academic Program | String | 12 | Yes | | AART.D001.UG |
| OmajDesc | Degree Academic Program Description | String | 255 | Yes | | Associate of Arts |
| Core Complete | Core Complete | String | 1 | Yes | | Core Complete Y/N |
| Student_Holds | Student_Holds | String | 256 | Yes | | Specify Holds |

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND UNITED FOR COLLEGE SUCCESS COALITION MEMBERSHIP AND DATA SHARING AGREEMENT

BACKGROUND:

Founded in January 2012, the mission of the United for College Success Coalition (UFCS) is to think innovatively about how to collectively support their alumni in college and develop student success strategies that will increase the college persistence and completion rates among their college age alumni from member school districts.

United for College Success (UFCS) builds on the ideology that secondary education institutions should be accountable for the success of their students beyond high school. As a direct result of UFCS efforts, bold actions have led to the development of an effective tracking system for students through college. UFCS uses real-time data as a critical piece of this vision to enable data-driven insights, elicit solution-driven conversations, and improve student experience through college.

Through collaboration, sharing of best practices, and focus on the unified goal of persistence and college graduation for high school alumni, UFCS and FWISD aim to change the way students are supported after they leave our district. Utilizing data to drive discussions and initiatives, UFCS and FWISD seek to think innovatively about how to best support our alumni in college as well. It is understood that the additional assistance and sharing of ideas brought about by this partnership can and will raise college graduation rates amongst FWISD alumni and, in turn, positively affect our schools, communities, and our state.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and United For College Success Coalition Membership and Data Sharing Agreement
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and United For College Success Coalition Membership and Data Sharing Agreement
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and United For College Success Coalition Membership and Data Sharing Agreement

FUNDING SOURCE

Interlocal Agreement

Additional Details

COST:

No associated costs

VENDOR:

United for College Success Coalition (UFCS)

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights HS
Benbrook HS
Carter-Riverside HS
Diamond Hill-Jarvis HS
PL Dunbar HS
Eastern Hills HS
IM Terrell Academy for STEM & VPA
Marine Creek Collegiate
North Side HS
RL Paschal HS
Polytechnic HS
South Hills HS
Southwest HS
TABS
TCC South/FWISD Collegiate
GB Trimble Technical HS
Western Hills HS
World Languages Institute
OD Wyatt HS
Young Men's Leadership Academy
Young Women's Leadership Academy
Office of Innovation

RATIONALE:

To develop and expand a partnership between Fort Worth ISD and the UFCS Coalition will address college persistence challenges for students from low-income families who are also often first-generation college students in Texas colleges and universities. This partnership will allow FWISD and other participating districts to learn from each other in order to support our students as they go into colleges and universities. The number of our students entering college has improved, but the number of students succeeding in college is the focus of this partnership. This is especially important for first time college attendees. This partnership involving various coalition cohorts from across the state will work together to find solutions to common concerns related to student transitions to post-secondary institutions through data analysis and evaluation of best practices. As we continue to increase the number of students attending college, it is now even more important to help them earn certifications and degrees through various support systems.

INFORMATION SOURCE:

David Saenz
Charles Carroll
Angela Rash

Memorandum of Understanding: United for College Success Coalition Membership and Data Sharing Agreement

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered into by and between IDEA Public Schools, KIPP Texas Public Schools ("KIPP"), Spring Branch Independent School District, UPLIFT Education, YES Prep Public Schools, Harmony Public Schools, Houston ISD, Pharr-San Juan-Alamo ISD and Fort Worth ISD; and are collectively referred to as the "UFCS Coalition". The UFCS Coalition's managing partner, is KIPP Texas Public School: Houston, and referred to in this MOU as the "UFCS managing partner".

The purpose of this MOU is to develop and expand a partnership among the UFCS Coalition to develop UFCS alumni support programs, projects, and activities that will address college persistence challenges for students from low-income families who are also often first-generation college students in Texas colleges and universities.

BACKGROUND ON THE UFCS Coalition

Founded in January 2012, the mission of the United for College Success Coalition (UFCS) is to think innovatively about how to collectively support their alumni in college and develop student success strategies that will increase the college persistence and completion rates among their college age alumni from these schools. UFCS coalition will focus on three overarching goals:

- i. To create college persistence/alumni service strategies as a coalition that are difficult to provide as individual organizations;
- ii. To increase awareness of the college persistence/alumni services that high quality CMOs, ISDs, and CBOs provide to their alumni in college; among key district administrators, school leaders, counselors, and teachers from charter/public/private schools and college/universities leadership;
- iii. To strategically align college success efforts and action plan around advocacy, data, professional training, and content development (research, playbooks, handbooks, system-wide blueprints, etc...).

By signing this document the UFCS coalition members agree to the following key responsibilities:

- Provide a single point of contact to manage the partnership commitment between their CMO or District and the UFCS Coalition; and who can dedicate time to identified UFCS Coalition goals;
- Maintain communication with the UFCS Coalition and UFCS managing partner;
- Offer their alumni support service teams as a resource for enhancing other UFCS Coalition members alumni support service programs;
- Collaborate with the UFCS managing partner to organize an annual meeting of Senior Leadership from each CMO/District or CBO to review the status of the coalition and make appropriate adjustments;
- Coordinate and provide support to UFCS Coalition programs and activities;
- Commit to tracking all alumni data, beginning with the 2012 cohort and continuing with each consecutive cohort (alumni defined by UFCS coalition) in the data templates provided;
- Provide timely data reports and updates to the UFCS managing partner;
 - Data collection occurs biannually. A benchmark tracker is sent out in September; due mid-October, and again in December; due late January. Data should be submitted by each pre-specified due date.
- Identify the needs of the UFCS Coalition-alumni cohort on his or her campus; and coordinate and facilitate student activities that meet cohort needs;
- Work with alumni advisors and university/college representatives at local UFCS coalition sites to identify existing resources and opportunities for meeting cohort needs;
 - In an effort to grow our members' capacity, UFCS will work collaboratively to leverage both internal and external resources. Prior to implementation, collaborative efforts will be planned and agreed upon by each member.
- Cover all expenses related to travel and UFCS Coalition activities outlined in the expected milestones; and
- Attend all UFCS Coalition meetings and join all UFCS Coalition calls.

DATA SHARING AND STUDENT PRIVACY

The mission of UFCS is to improve college persistence for all coalition alumni. To that end, data is being requested as part of this MOU to fulfill the organization's mission. The UFCS managing partner agrees that the data transferred from Fort Worth ISD to UFCS' secure server and interactive dashboard is and shall remain the sole and exclusive property of Fort Worth ISD.

- A. The MOU establishes that individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released. Data that are released must be used consistent with the Family

Education Rights and Privacy Act (FERPA), HIPAA, and Fort Worth ISD policies for managing student education records and other confidential information.

- B. Fort Worth ISD grants the UFCS managing partner license to use such data only for the following purpose and for no other purpose: Provide the necessary student de-identified data for aggregation, analysis, and tracking of persistence from 12th grade through college graduation. Fort Worth ISD grants the UFCS managing partner license to use such data only for the following purpose and for no other purpose: Provide this data will inform initiatives by the UFCS Coalition to assist college-aged and bound students with issues related to access, persistence; and seeking to raise the overall persistence rates for all UFCS Coalition partner Alumni.
- C. The UFCS managing partner will take an electronic copy of de-identified student data and store separately from existing production not available for consumption, visibility, or use by any other department within KIPP Texas without written permission from Fort Worth ISD. The UFCS Manager of Data, Innovation, and Research will serve as the sole data analyst of all UFCS' shared data.
- D. The UFCS managing partner will use the aggregated research findings to design, construct, and deliver persistence initiatives and/ or student services.
- E. Through the de-identification process, Fort Worth ISD will remove personally identifiable information through either removing, transforming to a lower resolution, or replacing/hashing to a new value using a non-reversible method. The data removed will include the following: student names, family names, electronic mail addresses, usernames, account names, addresses, images, free-form manually entered text fields, internet protocol addresses, personal identifiers (e.g. school student identifier, social security numbers, or third-party account numbers).
- F. Fort Worth ISD will use alumni enrollment and completion data provided by the National Clearing House (NSC) as an initial source. As a secondary means, to offset any gaps in data (missing data points), other verifiable data sources, such as college registrar and transcript information may be used.
- G. In an effort to increase member access to enrollment data, UFCS will partner with 2-3 critical mass colleges. In cases where an official college partnership is established, the UFCS Manager of Research, Data and Innovation will be approved to collect student-level directory data on behalf of all coalition members.

MODIFICATION AND AMENDMENTS

This MOU may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this MOU. Fort Worth ISD and the UFCS managing partner will further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to Fort Worth ISD and UFCS are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/ or if those laws, policies, or regulations will be applied or excepted.

LIABILITIES. It is understood that no party to this MOU is the agent of the other, and no party is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents, or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

RENEWAL. The parties will review this agreement at the end of Phase IV (July 2020) and will decide at that time whether the agreement will be renewed for an additional term.

TERMINATION. This agreement may be terminated by either party at its sole discretion upon thirty (30) days' prior written notice to the other party.

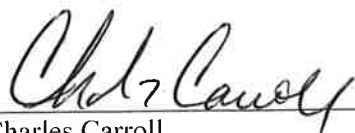
IN WITNESS WHEREOF, the parties here to have executed this agreement as of the last written date below.

FOR: KIPP Texas Public Schools (UFCS Coalition Managing Partner)

Date: _____
Sehba Ali, CEO- KIPP Texas Public Schools

FOR: Fort Worth Independent School District

Date: _____
Name of Superintendent or District Representative


Charles Carroll
Chief Academic Officer

APPENDIX A: UFCS PHASE IV PROJECT SUCCESS METRIC

The ultimate goal of UFCS is for more underserved students to live choice-filled lives. We know that the best way for them to do this is to attain a college degree or certificate. On a long-term scale, UFCS' success will be measured through the overall number of students who attain a college degree or certificate (70% by 2030).

In working towards this goal, UFCS has set specific metrics for measuring our success at the end of Phase IV. UFCS will know that it is successful once the following goals are achieved:

1. Overall, 45% of UFCS coalition students from each cohort will complete a postsecondary certificate or degree within six years.
2. 77% of UFCS coalition students from each cohort will persist from Year 1 to Year 2.
3. 65% of UFCS coalition students from each cohort will be continuously enrolled in college from Year 1 to Year 2.
4. 60% of each graduating class will enroll in a postsecondary institution in the fall after high school graduation.

The target audience for Phase IV is underserved students who are either in a secondary or post-secondary institution. UFCS will track these students from 9th grade on and support partners in employing strategies to increase persistence and completion rates for its coalition district students. Although, the trends in enrollment rates for economically disadvantaged students have increased over the past few decades, college completion rates for low-income students is a fraction compared to their high income peers.

With the development of UFCS' student support guides and professional development, students and the staff that serve them will gain more insight into successfully navigating the education system, from K-12 through college. Phase IV success is also dependent on coalition member students who are enrolled in college and UFCS will partner with higher education institutions to employ best practices to ensure all students can succeed in college.

APPENDIX B: PERFORMANCE TARGETS, MEASURABLE IMPACTS, AND CRITICAL MILESTONES

To date, UFCS coalition members have effectively utilized a common alumni tracking system to inform their approach to college and career readiness in their school. This data allows our partners to measure progress and outcomes, and engage key stakeholders towards taking actions that are aligned with UFCS' targeted goals. The guiding principles of UFCS includes a focus on research-based data driven decision-making, facilitating and sustaining coordinated actions, and advocating for resources.

To maintain progress to our goals, UFCS will focus on the following performance targets:

- I. By October 2018, the coalition will have collected verification of enrollment for their Classes of 2012 - 2018 and will be able to compare persistence rates across all members in the coalition. Verification of enrollment will occur bi-annually for the UFCS coalition members in both the fall semester and the summer. (Accomplished)
- II. By December 2018, the data from the October 2018 collection will be imported into the interactive dashboard for all coalition member to access; and respectfully, following each data consecutive data collection drive. (Accomplished)
- III. By January 2019, the coalition will be able to generate persistence rates for the Classes of 2013-2017 annually using our data collection templates. (In Progress)
- IV. By October 2018, the coalition will generate its first 6-year completion rate for the class of 2012, providing the first benchmark of success for the coalition. (In Progress/ will be visualized on April 5, 2019)
- V. Action planning teams will implement their plan and timeline according to their groups focused goals by July 2019. These teams are organized around various key components of our persistence model: data, advocacy, PK-16 student success, career success, and professional development.
- VI. UFCS will create a robust and targeted professional development plan that includes a train the trainer model, webinars, seminars, and conferences; both internally and externally by December 2018.
- VII. Project Coordinator schedules 2-3 live meetings and 3-4 conference calls (Timeline: throughout the year)
- VIII. Program Manager will hosts annual meeting for senior leadership from member CMOs and districts to review UFCS progress and challenges.
- IX. By March 2020, UFCS will have working relationships with at least two critical partnerships with colleges and/or universities.
- X. Bi-annually, within each member districts, a student needs and impact assessment will be conducted.
- XI. Bi-annually, within each member districts, a student needs and impact assessment will be conducted.

Bringing together our expertise, result-driven practices, research, and data trends, UFCS will develop several types of collateral around building systemic changes in the areas of persistence, match, summer of learning, data analysis centered on persistence and completion, college partnerships, and career success. In doing so, UFCS will establish a replicable and scalable PK-16 strategic model that can be utilized in coalition school districts. UFCS will use partner alumni data to help inform our higher education partners of student needs so that persistence and completion rates of first generation and minority students proportionately increase. These partnerships will provide the opportunity for UFCS members and higher education institutions to recommend transition programs and success strategies for students representing 10% of the state's student population. UFCS will focus on the following higher education partners: University of Houston Downtown, the University of Texas, Rio Grande Valley College, Houston Community College, and The University of Texas at Dallas.

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING: TARRANT COUNTY COLLEGE DISTRICT (SOUTH) AND FORT WORTH INDEPENDENT SCHOOL DISTRICT (O.D. WYATT HIGH SCHOOL)

BACKGROUND:

During the Fall of 2018 Tarrant County College District (South Campus) and Fort Worth ISD (O.D. Wyatt High School) formed a committee to begin plans and file an application to establish an Early College High School (ECHS) to be housed on the O.D. Wyatt HS campus in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The ECHS will commence with approximately one hundred ninth-grade students in the 2019-2020 school year.

This is the initial signing of the contract between Tarrant County College District (South Campus) and Fort Worth ISD for the ECHS, which will be housed on the O.D. Wyatt HS campus. Per the application and ECHS blueprint TCC will waive tuition for students enrolled in ECHS approved college courses, provide selection of text materials for college courses, involve full-time faculty who are teaching in the appropriated disciplines in overseeing college course selection and implementation in ECHS, and ensure that syllabi and course documents are followed. Fort Worth ISD will purchase required textbooks for students in corresponding ECHS courses and will provide transportation to and from ECHS classes at the TCC South campus.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding: Tarrant County College District (South) and Fort Worth Independent School District (O.D. Wyatt High School)
2. Decline to Approve Memorandum of Understanding: Tarrant County College District (South) and Fort Worth Independent School District (O.D. Wyatt High School)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding: Tarrant County College District (South) and Fort Worth Independent School District (O.D. Wyatt High School)

FUNDING SOURCE

Additional Details

General Fund

199-11-6321-001-016-31-697-000000

COST:

Estimated \$300,000.00 per year for related textbook costs.

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

O.D. Wyatt High School
Office of Innovation

RATIONALE:

Approval of this Memorandum of Understanding will allow O.D. Wyatt HS to enter into a mutually beneficial ECHS partnership with Tarrant County College to provide directed college access to traditionally underserved students. This ECHS partnership will target a high percentage of at-risk, economically disadvantaged students, and first time college-goers who are either: highly motivated but have received insufficient academic preparation; may be English language learners; are likely to encounter difficulty in experiencing a smooth transition into postsecondary education; or may have limited financial resources, and as a result the cost of college is prohibitive. This MOU focuses on a model of small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree. The MOU follows the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete and Associate Degree and prepare high school student for successful career and educational futures through a full integration of high school, college, and the world of work. The MOU further follows principles to improve academic performance and self-concept, and increase high school and college/university completion rates.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Angela Rash
Mario Layne

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

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

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

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

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

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

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

1. Term:

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

2. Guiding Principles:

The College and FWISD will function on the following principles:

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

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- 1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- 2) The FWISD ECHS Principal
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Governance;
 - ii. Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and

- Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d. Will be the primary contact for the ECHS with the community and the College.
- 3) Early College Leadership Council
- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across institutions.
 - b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
 - c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses:

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

C. Duties of College:

The College shall have the following duties:

- 1) Waive tuition for students duly enrolled in the ECHS approved college courses;

- 2) Provide selection of text materials for college courses;
- 3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- 4) Ensure that syllabi and course documents are followed;
- 5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- 6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- 7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- 8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- 9) Pay salaries of instructors who teach College courses;
- 10) Provide academic support for ECHS students;
- 11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- 12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
- 13) Administered TSI testing at the ECHS site in a mutually agreed upon schedule.

D. Duties of FWISD:

FWISD shall have the following duties:

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

E. Enhanced Educational Opportunities:

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

F. Faculty:

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

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

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

G. Classroom and Office Facilities:

- 1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- 2) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- 3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- 4) The furniture in the ECHS facility will be paid for by FWISD.

H. Tuition and Fees:

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

I. Books and Supplemental Materials:

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

J. Grading Policies:

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

K. Recruitment, Selection and Enrollment of Students:

- 1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- 2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- 3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- 4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

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

M. Transportation:

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

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to:

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

O. Media and Public Relations:

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

P. Student Progress and Support:

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

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

Q. Evaluation, Research and Development:

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

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre- Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four-year colleges/universities and level of entry, enrollment/retention rates, leaver codes and

attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

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

4. Indemnification:

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

5. Renewal:

Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2020. This MOU may be renewed for two (2) one-year terms. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

6. Right of Revocation:

Subject to the provisions of Section 7 below, any party may terminate this MOU without cause on 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment:

No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

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

10. Waiver:

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

11. Applicable Law:

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

12. Venue:

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

13. Miscellaneous Provisions:

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

14. Signatory Clause:

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

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

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

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

Approved as to Form: _____
ISD Legal Services _____ Date

Approved as to Form: _____
TCC Legal Services _____ Date

EXHIBIT "A"

ARTICULATION AGREEMENT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT

Attach executed copy.

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate High School**

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

WITNESSETH:

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

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

1) Use of Facilities:

- FWISD will house an early college high school facility within O. D. Wyatt High School, 2400 E. Seminary Drive, Fort Worth, TX 76119. Operations will commence on August 1, 2019.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's South Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of

selection. Provided, however, if it is conclusively determined that the party, its agent, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of FWISD and shall be to the same standard and intervals as other FWISD campuses.

4) Utilities:

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

5) Insurance:

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

Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

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

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment from FWISD's property.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

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

Dr. Kent P. Scribner

Date

Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini

Date

Chancellor, Tarrant County College District

Approved as to Form: _____

ISD Legal Services

Date

Approved as to Form: _____

TCC Legal Services

Date

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

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

WITNESSETH:

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

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

1. Safety and Health:

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCC shall provide all ECHS students, faculty and staff who will be on-campus at TCC with standard TCC identification badges.
- FWISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- FWISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether FWISD, TCC or contract custodial. TCC will cover the cost of required fingerprinting for TCC faculty assigned to the ECHS campus. All other charges associated with FWISD background checks will be borne by FWISD.

2. Operations:

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's

administrative software.

- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

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

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

Dr. Eugene Giovannini Date
Chancellor, Tarrant County College District

Approved as to Form:  4/22/16
ISD Legal Services Date

Approved as to Form: _____ Date
TCC Legal Services

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH CHILD CARE ASSOCIATES (CCA)

BACKGROUND:

Fort Worth ISD has been in collaboration with Child Care Associates (CCA) for a number of years. This agreement is an update to the previous agreement that expires July 2019, and extends our work with CCA through the 2022 school year. This agreement enhances our collaboration classrooms. In years past, CCA teachers were not certified and students spent half-day with CCA teacher and half-day with FWISD teacher. With the updated MOU, CCA will now provide certified CCA teachers, allowing students to remain in the same classroom throughout the school day. This will positively impact the learning experiences of the students.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Child Care Associates (CCA)
2. Decline to Approve Memorandum of Understanding with Child Care Associates (CCA)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with Child Care Associates (CCA)

FUNDING SOURCE

Additional Details

General Fund

Exchange of funds may occur to cover costs of substitute teachers in the Head Start Centers in response to the absence of Fort Worth ISD teachers and teacher assistants assigned to the centers or substitute teachers in the Fort Worth ISD campuses in response to the absence of CCA teachers and teacher assistants assigned to campuses.

COST:

The cost is dependent on the number of days Fort Worth ISD substitute teachers do not report to the classrooms when Fort Worth ISD teachers and teacher assistants are absent. The cost should not exceed \$250,000.

VENDOR:

Child Care Associates (CCA)

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Early Learning Department

RATIONALE:

FWISD will ensure all children receive high quality early learning classroom experiences delivered by certified pre-kindergarten teachers in Head Start and ISD participating classrooms. By partnering with CCA FWISD will positively impact the kindergarten readiness of the most vulnerable FWISD students.

INFORMATION SOURCE:

Charles Carroll
Cheryl Mixon



**Fort Worth Independent School District
and
Child Care Associates-Head Start**

Memorandum of Understanding

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PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between **Child Care Associates** (GRANTEE of the Head Start Programs for Tarrant County), herein referred to as "CCA-HS," and **Fort Worth ISD** (a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas), herein referred to as "ISD," for services.

PERIOD OF MOU:

The MOU period will be August 1, 2019 to June 30, 2022.

SERVICE AREA:

CCA-HS and Fort Worth ISD will collaborate to deliver services within the Fort Worth ISD of Tarrant County.

PURPOSE:

The purpose of the CCA-HS/ISD Pre-Kindergarten (Pre-K) Partnership is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by CCA-HS and ISD;
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services;
- C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- D. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services, and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007";
- B. In accordance with the Head Start Act: Public Law 110 -134 "Improving Head Start for School Readiness Act of 2007," Child Care Associates Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a) and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.), programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S. C. 11431et seq.), Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381et seq.), programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency;
- C. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High Quality Pre-K program requirements in Texas Education Code (TEC) §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42 (See Appendix G and H); and
- D. Collaboration classrooms will align with Texas Child Care Licensing (CCL) standards, rules and laws, expression, age or disability.

COLLABORATION FRAMEWORK:

CCA-HS and ISD will collaborate fully with joint responsibility on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which classroom teacher and teaching assistant co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with Family Educational Rights and Privacy Act (FERPA);
- J. Sharing educational data through at least 3rd grade at an aggregate level and/or individual level as appropriate to ensure program impact is measured and tracked and CCA-HS and ISD name each other as "educational officials" for the purpose of FERPA records handling;
- K. Sharing documentation to support CCA-HS Non-Federal Share requirements;
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and/or performance of services. This includes access to any books, papers, and records of ISD that are directly related to this agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. ISD will comply with all laws, ordinances, rules and regulation of any government entity pertaining to its performance pursuant to this agreement;
- N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this agreement;
- O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and professional development (PD) as required or mandated and appropriate proof of attendance will be provided for employment records;
- P. ISD and CCA-HS leadership will schedule and convene three (3) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, Head Start Program Performance Standards (HSPPS) and the Head Start for School Readiness Act of 2007;
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and two (2) home visits per CCA-HS requirements;
- R. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the CCA-HS teacher and teacher assistant (TA) for collaboration classrooms on ISD campuses;
- S. ISD and CCA-HS will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, either party may terminate this agreement immediately should the findings impact the provisions;
- T. CCA-HS will develop, with input from ISD, a collaboration handbook clarifying collaboration

- expectations, processes and procedures that will be reviewed annually;
- U. Each classroom will support a maximum of seventeen (17) three-year-old and a maximum of twenty (20) four-year-old children;
 - V. Both the CCA-HS and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the CCA-HS Campus Director, and the CCA-HS ISD Regional Coordinator, as applicable;
 - W. ISD teachers and TAs will maintain a staff file which meets all Head Start Program Performance Standards and/or Child Care Licensing Minimum Standards at both CCA-HS and ISD campuses;
 - X. A minimum of two (2) home visits (in child's home) will be conducted by ISD and CCA-HS teacher of record with all collaboration families. ISD and CCA-HS TAs will be encouraged to participate on all home visits;
 - Y. A minimum of two (2) parent conferences at collaboration will be conducted with all collaboration families. ISD and CCA-HS TAs will be encouraged to participate on all parent conferences; and
 - Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

CCA-HS RESPONSIBILITIES:

- A. CCA-HS will provide one (1) certified Head Start teacher of record to be paired with one (1) ISD Child Development Associate (CDA) credentialed teaching assistant and one (1) CDA credentialed Head Start teaching assistant to be paired with one (1) ISD certified teacher of record in each of ISD and CCA-HS collaboration Pre-K classrooms (See Appendix A-I);
- B. CCA-HS will ensure vacancies for Head Start teachers and TAs are filled by CCA-HS within sixty (60) calendar days;
- C. CCA-HS will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. CCA-HS and ISD must comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this agreement;
- D. CCA-HS will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- E. CCA-HS will provide children and family support services as per 45 CFR Chapter XIII;
- F. HSPPS and the Head Start for School Readiness Act of 2007;
- G. CCA-HS will complete, maintain and review Head Start child files for eligibility criteria requirement;
- H. CCA-HS will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
- I. CCA-HS will provide ISD with written copies of site visit reports for corrective action as appropriate;
- J. CCA-HS will provide ongoing training and technical assistance as needed in all areas of the program; and
- K. CCA-HS will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether

employees of negligence in the performance of its obligation to the extent permitted by Texas law.

ISD RESPONSIBILITIES:

- A. ISD will provide one (1) CDA provisionally credentialed ISD teaching assistant (required to obtain CDA within two (2) years) to be paired with one (1) Head Start certified teacher of record in each of ISD and CCA-HS collaborative Pre-K classrooms (See Appendix A);
- B. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Share for CCA-HS. Other staff such as administrative staff, additional teaching staff (music, library and art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for CCA-HS. Documentation of this cost will be submitted by ISD to CCA-HS (See Appendix B);
- C. Upon request and school space available, ISD will work to provide office space for one Family Service Advocate to be available onsite for engaging and supporting families (See Appendix B);
- D. ISD will provide email accounts and internet access to all collaboration ISD staff, as applicable;
- E. ISD will collaborate with CCA-HS to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
- F. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms. This will include provision for state of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of the first day of school. In addition, ISD campus medical staff will assist CCA-HS in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full-day services;
- H. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
- I. ISD will complete annually and prior to the first day of school the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by CCA-HS regulations (See Appendix F);
- J. ISD will maintain child and family data, that contains of personal and confidential information, within a secured area accessible to collaboration staff;
- K. ISD will not assist, transfer or subcontract for the provision of services under this agreement prior to written consent obtained from CCA-HS;
- L. ISD will indemnify and hold harmless CCA-HS, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense;
- M. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and other applicable regulations provided by CCA-HS;
- N. ISD will provide meals as per USDA/School Nutrition Program guidelines for all children on

ISD campuses. ISD will notify CCA-HS if any partnership school is not providing breakfast and/or lunch. Children in collaboration classrooms will not be charged for meal service. CCA-HS staff are encouraged to eat with the children at lunch (family style service) and will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption. ISD will bill CCA-HS for the adult meals consumed, by the 15th day of that month;

- O. ISD will provide, at no cost to CCA-HS, classroom space on ISD campuses where like-aged children attend. This space, along with usual and customary usage of the accompanying facilities such as library and playground, will be assessed at a fair market value (building use) for each classroom, with a monthly rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by CCA-HS for Non-Federal Share;
- P. On a periodic basis, CCA-HS and/or its contractor will be given access to perform a certified facilities appraisal for space used in the collaboration;
- Q. ISD will receive all evidence-based referrals from CCA-HS to Local Education Agency (LEA) for Part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral (See Appendix C);
- R. ISD will provide appropriate substitute staff in collaboration classes, as per Appendix D;
- S. ISD will allow outside evaluators to monitor or assess the classroom and Instructional delivery including Classroom Assessment and Scoring System (CLASS) assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instructors' CLASS scores over time;
- T. ISD staff may be monitored (video and audio) while on a CCA-HS campus; and
- U. ISD staff will be considered in the child to staff ratio.

CLASS COMPOSITION:

- A. Each classroom will support a maximum of seventeen (17) three-year-old and a maximum of twenty (20) four-year-old children. Both parties will support full enrollment of qualifying students;
- B. Classrooms are located in ISD and CCA-HS campuses; and
- C. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

ELIGIBILITY:

- A. ISD and CCA-HS will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A;
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within one hundred-thirty percent (130%) of the federal poverty guidelines;
- D. Family income is verified by a CCA-HS employee, based on CCA-HS income eligibility, before determining that a child is eligible to participate in the program; and
- E. CCA-HS will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and CCA-HS will recruit from service areas identified as those most in need;
- B. ISD and CCA-HS will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families within the service area as possible, and
- C. CCA staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and CCA-HS will ensure that no child is placed in the collaboration classes without following established systematic selection process criterion;
- B. ISD and CCA-HS will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist CCA-HS to develop and maintain a Head Start waitlist that ranks Head Start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and CCA-HS will coordinate to provide joint Pre-K and Head Start Registration;
- B. Full enrollment shall be maintained at all times (each classroom shall have a maximum of seventeen (17) three-year-old and a maximum of twenty (20) four-year-old children per classroom with two (2) adults present);
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;
- D. ISD and CCA-HS will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and CCA-HS will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and CCA-HS will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable); and
- G. ISD will provide Pre-K enrollment to CCA-HS.

ATTENDANCE:

- A. ISD and CCA-HS will initiate appropriate family support procedures for all children with multiple and/or consecutive absences. When a child is absent, parents will be contacted by CCA-HS within one (1) hour of school start time unless the parent has previously arranged the absence;
- B. ISD and CCA-HS will provide collaborative services to eligible students for the district adopted school calendar year;
- C. ISD will allow CCA-HS to communicate freely with the families of children enrolled and attending collaboration classrooms;
- D. Collaboration teacher or TA will report daily attendance by 9:00 am to CCA-HS office by email or scanning system; and
- E. Collaboration teacher or TA will report attendance in FOCUS by 10:00am M-F.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and CCA-HS;
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and CCA-HS determine whether a temporary suspension is necessary, both participating agencies must engage with a CCA-HS mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or
- D. If a temporary suspension is deemed necessary, CCA-HS and ISD must help the child return to full participation in all CCA-HS and ISD activities as quickly as possible while ensuring the child's safety by:
 1. Continuing to engage with the parents and a mental health consultant, and continuing to utilize appropriate community resources;
 2. Developing and implementing a written plan to document the action and supports needed;
 3. Providing services that include home visits; and
 4. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by CCA-HS;
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a CCA-HS mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9)(b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Educational Plan (IEP), ISD must consult with CCA-HS to ensure the child receives the needed support services; and/or
- D. If a child does not have an IEP, CCA-HS must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the Response to Intervention (RTI) protocol.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative ISD and CCA-HS services; and
- B. No child will be disallowed from participation due to standardized dress.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- B. ISD will secure a substitute teacher in the event that the ISD teacher and/or TA is absent from duty. Costs incurred for ISD substitute will be paid by ISD;
- C. ISD will secure a substitute teacher in the event that the CCA-HS teacher and/or CCA-HS TA is absent from duty. Costs incurred for the substitute for the CCA-HS teacher and/or assistant will be reimbursed by CCA-HS for actual costs (See Appendix D);
- D. ISD Principal will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as serve as a joint supervisor and evaluator for the CCA-HS teacher and assistant, as applicable (See Appendix E);
- E. The CCA-HS Campus Director will serve as supervisor and evaluator for the CCA-HS teacher and assistant as well as serve as joint supervisor and evaluator for the ISD Pre-K teacher and assistant, as applicable (See Appendix E); and
- F. ISD Principal and the CCA-HS Campus Director or CCA-HS ISD Regional Coordinator will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened (See Appendix E).

Curriculum

- A. ISD and CCA-HS teachers will utilize a state-adopted, research-based curriculum in all collaboration classroom. The curriculum, developmentally appropriate materials, manipulative, consumable supplies and other resources for the classroom will be provided by ISD and CCA-HS;
- B. ISD and CCA-HS will collaborate in the decision-making process of selection of partnership Pre-K curriculum;
- C. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, these changes shall align with the "Head Start Early Learning Outcome Framework: Ages Birth to Five" (ELOF) as per 45 CFR Chapter XIII HSPPS §1302.32;
- D. ISD and CCA-HS teachers will co-plan with their TAs and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, hands-on developmentally appropriate instructional activities;
- E. In accordance with ELOF, ISD and CCA-HS teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include: teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences; and
- F. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. ISD and CCA-HS will provide educational services at ISD campuses in accordance with campus hours;
- B. ISD and CCA-HS will provide a thirty (30) minute duty-free lunch and a minimum of forty-

- five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- C. ISD and CCA-HS will provide a joint-planning and meeting time to ISD and Head Start teacher before the first day of the program year, when feasible.

Professional Development

- A. CCA-HS teachers will be invited to appropriate ISD professional development during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate CCA-HS professional development during the program year that includes CCA-HS teachers, and
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will involve CCA-HS in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment;
- B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment;
- C. Collaboration teachers will administer assessments at the beginning, middle and end of the year; and
- D. CCA-HS requires all classrooms to be assessed using the CLASS tool two (2) times annually and used to inform coaching strategies. ISD will allow outside evaluators to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that CCA-HS receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System;
- B. CCA-HS requests data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate;
- C. CCA-HS and ISD will comply with Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data;
- D. CCA-HS & ISD designate the other party as an "education official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "education officials" or otherwise authorized by parent; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, is outlined in the Data Sharing Agreement and Process, hereby attached as "Exhibit A."

Coordination of student support & Supplementary Services

CCA-HS will initiate meetings between ISD and CCA-HS. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises (See Appendix C).

PHYSICAL ENVIRONMENT:

CCA-HS will provide furniture and developmentally appropriate classroom materials in ISD classrooms. CCA-HS and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. CCA-HS Family Services Advocates will provide referral and family engagement services to all families participating in the collaboration;
- B. CCA-HS Family Services Advocates will work with all families to develop family partnership agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders;
- C. CCA-HS provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent trainings;
- D. CCA-HS provides and encourages all parents to participate in CCA-HS Parent Committees, Policy Council and other parent advisory groups;
- E. Parents are encouraged to have ongoing communication with both CCA-HS and ISD staff; and
- F. CCA-HS will provide transitions support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. CCA-HS Nutrition Specialists will generate and track referrals for any CCA-HS child with documented concerns with height and/or weight;
- B. CCA-HS Health Specialists will generate and track referrals for any CCA-HS child to meet any treatment needs associated with health; and
- C. CCA-HS Mental Health/Disability Specialist will generate and track referrals for any CCA-HS child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon ninety (90) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have by operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:

The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the District.

NON-DISCRIMINATION:

Each Party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

GOVERNING LAW AND VENUE:

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

ALTERNATIVE DISPUTE RESOLUTION:

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.

CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:

Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

NOTICES:

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

(1) To ISD:

FWISD/CCA-HS
MOU- 2019-22

Fort Worth Independent School District
Name of District Contact: _____
Address: _____

(2) With Copies to:

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

(3) To CCA-HS:

Child Care Associates- Head Start
Contact Name: _____
Address: _____

ATTACHMENTS:

Attachments A-H are herein incorporated by reference and are made a part of this MOU.

ELECTRONIC SIGNATURE:

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

ISD and CCA-HS shall both retain the right to terminate or amend this agreement upon giving a 90-day written notice to the other party.

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

Signature

Date

ISD Superintendent
[Print]

Signature

Date

Child Care Associates, President/CEO
[Print]

APPENDIX A: ISD COLLABORATION LOCATIONS

This form should be completed by ISD and returned to CCA-HS by April 30 of the upcoming program year.

| Campus | Number of Classrooms | Classroom | Student Slots per Campus | Number of Pre-K3 or Pre-K4 Classrooms |
|--------|----------------------|---|--------------------------|---------------------------------------|
| 1. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 2. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 3. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 4. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 5. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 6. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 7. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 8. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 9. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 10. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| 11. | | <input type="checkbox"/> Gen Ed <input type="checkbox"/> Bilingual | | |
| Notes: | | | | |

APPENDIX B: NON-FEDERAL SHARE

Non-federal share serves as evidence of ISD and CCA collaboration agreement for non-federal share as required by federal law. Non-federal share is provided in the following categories:

- A. Salaries - teachers, teaching assistants, % of administrative salaries and % of any ISD staff that have direct contact with dually enrolled classrooms;
- B. Occupancy Costs - square footage costs as determined by Texas Education Agency;
- C. Utility costs (historical) - per hour for use; and
- D. Classroom - consumables, furnishings, curricula and professional development opportunities (evidence of attendance required).

CONFIDENTIAL

ISD NON FEDERAL SHARE
Addendum to MOU

District Approved Contact for Information Requests Below:

| Name | Position | Email | Phone |
|------------|----------|-------|-------|
| [Redacted] | | | |

Overall Instructions:

All Non Federal Share (NFS) must be paid with Non Federal Dollars

Please complete yellow items below.

Instructions:

- If position is vacation please note and use average salary and related fringe.
- Fringe should include all district paid benefits for employee. Can include, but not limited to: Employer taxes; health, dental, vision, and life insurance; retirement plan; workers compensation; and others covered costs as deemed appropriate.
- NonDirect Care is capturing total building NFS. Please provide the Total Children in Building (average enrollment number)

Direct Care

| Classrooms / Location | Teachers: | | | |
|--|------------|--------|--------|-------|
| | Name | Salary | Fringe | Total |
| | [Redacted] | | | \$ - |
| Total NFS Teacher Wages and Benefits Provided to CCA | | \$ - | \$ - | \$ - |

| Classrooms / Location | Teacher Assistants (TA): | | | |
|---|--------------------------|--------|--------|-------|
| | Name | Salary | Fringe | Total |
| | [Redacted] | | | \$ - |
| Total NFS TA Wages and Benefits Provided to CCA | | \$ - | \$ - | \$ - |

NonDirect Care

Classroom/Location:

Total Children in Building [Redacted] ← Enrolled Children Count
 Head Start Children Enrolled

| | Name | Salary | Fringe | Total |
|--|------------|---------|--------|-------|
| Principal | [Redacted] | | | \$ - |
| Assistant Principal | [Redacted] | | | \$ - |
| Early Childhood Administrator/Director | [Redacted] | | | \$ - |
| Counselor(s) | [Redacted] | | | \$ - |
| Nurse | [Redacted] | | | \$ - |
| Librarian | [Redacted] | | | \$ - |
| Speech Therapist | [Redacted] | | | \$ - |
| Janitorial Services | [Redacted] | | | \$ - |
| Information Technology | [Redacted] | | | \$ - |
| Receptionist | [Redacted] | | | \$ - |
| Secretary | [Redacted] | | | \$ - |
| Cooks | [Redacted] | | | \$ - |
| Security | [Redacted] | | | \$ - |
| Total NonDirect Care | | \$ - | \$ - | \$ - |
| Allocated NFS Provided to CCA | | #DIV/0! | | |



Non-Federal Share Donated Items

Center/ISD Classroom/ISD School: _____

Date: _____

| <u>Item Donated</u> | <u>Description</u> | <u>Estimated FMV of Item</u> | <u>Date Received</u> |
|----------------------------------|--------------------|----------------------------------|----------------------|
| Curriculums | _____ | _____ | _____ |
| Classroom Supplies | _____ | _____ | _____ |
| Equipment | _____ | _____ | _____ |
| CCA's Employee District Training | _____ | _____ | _____ |
| Technology | _____ | _____ | _____ |
| Office Supplies | _____ | _____ | _____ |
| Other Classroom Items | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| | | <i>Total \$</i> | _____ |

Donor Signature (ISD Representative) _____

Teacher Signature _____

Fair Market Value (FMV): Please describe how you determined the FMV of the donated items. For example, new items would be documented based on cost to purchase.

This form was provided to the donor as receipt for items given to Child Care Associates

APPENDIX C: PROVIDING SERVICES FOR CHILDREN WITH DISABILITIES

The purpose of this document is to ensure children receive special services consistent with the Individuals with Disabilities Education Act (IDEA), Head Start Program Performance Standards 45 CFR Chapter XIII federal guidelines section 1302.32, and ISD operating guidelines.

Specific procedures to implement the MOU are as follows:

- A. CCA-HS program will initiate the scheduling of regular meetings with ISD. These will be held at least one (1) time annually. Additional meetings may be initiated by either agency as the need arises, and
- B. Staff (or contact persons) whose primary responsibilities for children with disabilities will be involved with these meetings. They will generally be ISD Special Education Director or designee and the CCA-HS Comprehensive Child Services Coordinator or designee.

Referrals to ISD

- A. CCA-HS will provide notification to the ISD Special Education Director of children receiving testing and/or services in Head Start who reside in the ISD attendance area on a regular basis during the year. This notification will include the address of residence, age of child, and services being provided to Head Start;
- B. CCA-HS will screen all enrolled children within the first forty-five days of enrollment. Based on these screening results, children who do not meet the established "cut points" will be referred by teaching staff to the assigned CCA-HS Disability Specialist who will initiate the RTI process with collaboration staff and refer the child to the ISD for further assessment if applicable. Further assessment will be requested only in the areas of concern identified by the screening results (teachers and parents with specific concerns may also initiate a referral for further assessment);
- C. If a referral to the ISD is made, reports from all completed assessments are provided to the ISD;
- D. ISD Special Education Director or designee will request the referral meeting by contacting the CCA-HS Comprehensive Child Services Coordinator after receiving the initial information;
- E. Meetings will be held at a CCA-HS facility or at the ISD facility as is mutually agreeable with parent, CCA-HS and ISD;
- F. The content of the referral meeting will include a description of ISD services and qualification requirements and completion of the referral packet if appropriate and parents' written agreement;
- G. ISD Diagnostician or speech therapist for the child's home school will notify the parents and the CCA-HS Disabilities Specialist of all meetings regarding the child's' assessment and/or placement following TEA rules and regulations;
- H. CCA-HS Comprehensive Child Services Coordinator and/or staff will attend the ISD meetings; and
- I. Special Education timelines apply to all referrals.

Referrals to Head Start

If ISD identifies a child under five (5) years of age who may qualify for Head Start services, the appropriate ISD staff will make a referral to the CCA-HS Comprehensive Child Services Coordinator within five (5) working days.

Service Coordination

- a) The CCA-HS Comprehensive Child Services Coordinator is responsible for fulfilling all service coordination needs of Head Start children unless otherwise specified in the Head Start IEP.
- b) Progress Notes:
 1. ISD will submit progress notes on their activities with the child at a minimum of every twelve (12) weeks or as requested by CCA-HS; and
 2. ISD and CCA-HS will maintain copies in the respective student eligibility folder.
- c) Main Chart:
 1. Eligibility folders are to be maintained in the child's designated home campus or in the school where ISD services are received. It will be the responsibility of that school to see that ISD Admission Review and Dismissal (ARD) meetings are held at the appropriate times; and
 2. Children, who qualify for ISD non-self-contained special education services but choose to continue attending Head Start and receive services from ISD, will be enrolled in both CCA-HS and ISD in order to receive ISD services as "pull-out" or "push-in" services.
- d) Other Agreements:
 1. Transition planning, transferring of records (with parent's written permission) and scheduling of ARD will occur as needed to provide for continuation of services to the child; and
 2. Joint staff professional development opportunities are shared between ISD and CCA-HS.

APPENDIX D: SUBSTITUTE STAFF

- I. The purpose of this document is to signify an agreement between ISD and CCA-HS regarding the provision of substitute staff in collaboration classrooms. Each agency will ensure all substitutes assigned to a collaboration classroom, either in an ISD campus or a CCA-HS campus, are eligible according to ISD and CCA-HS employment policies. This includes a current criminal background check.
- II. Each agency will submit requests for reimbursement for substitute services no later than thirty (30) days following the work period. Supporting documentation should include the name of the substitute, the name of the ISD or CCA-HS staff for whom substitute services were requested, the date and time of the work complete.

The substitute requests will fall into one of the following categories:

a.) Occasional Need:

The occasional need for an ISD or CCA-HS substitute would be required for staff who:

1. Call in sick;
2. Have approved vacation time; or
3. Planned absences for professional development, home visits, or other time away as required and agreed upon by ISD and CCA-HS administration.

b.) Long-Term Need:

The long-term need for an ISD or CCA-HS substitute would be required for a staff member that is absent due to:

1. Approved Family Medical Leave;
2. Worker's Compensation Leave; or
3. Extended absence longer than 3 days, but not yet covered by FMLA.

CCA-HS will:

- A. Notify the ISD staff of a pending absence (occasional or long-term) according to the ISD policies for securing a substitute on an ISD campus;
- B. Communicate long-term needs for an ISD substitute to Campus Principal;
- C. Upon receipt of the reimbursement requests from the ISD for the ISD substitute, CCA-HS administration will reimburse the ISD for substitute services provided in the CCA-HS classroom at the ISD pre-established rate, not to exceed actual cost per day.

ISD will:

- A. Notify the CCA-HS staff of a pending absence (occasional or long-term) according to the CCA-HS policies for securing a substitute on a CCA-HS campus;
- B. Communicate long-term needs for an ISD substitute to Center Director;

- C. Upon receipt of the reimbursement requests from CCA-HS for the CCA-HS substitute, FWISD administration will reimburse CCA-HS for substitute services provided in the ISD classroom at the CCA-HS pre-established rate, not to exceed actual cost per day.

APPENDIX F: PERSONNEL FILE REQUIREMENTS

| ISD Teacher or TA's Name: | | ISD/CC A Location: | |
|--|--|-------------------------|--|
| Standard | Employment Document Requirement | Date of Completion | Notes |
| §746.901 | Photo Identification | | Copy required |
| §746.901 | Resume/Application | | Copy required |
| §746.901 | Hire Date/End Date | Hire Date: End Date: | Signed Verification from ISD |
| 1302.90(b) §746.901 | DFPS Background Check <i>(See attached form-CCA will pay)</i> | | Receipt of Clear DFPS Background Check |
| 1302.90 (c)(1)(iv) §746.901 | Confidentiality Policy <i>(Date signed before assignment)</i> | | Signed Copy of Acknowledgement |
| 1302.90(c)(1)(i-iii),(v) §746.901 | CCA Standards of Conduct <i>(Date signed before assignment)</i> | | Signed Copy of Acknowledgement |
| §746.901 | Operational Policies/Parent Handbook <i>(CCA will provide and train ISD Staff)</i> | | Signed Copy of Acknowledgement |
| 1302.93(a) | Initial Health Examination and a Periodic Re-Examination within last 3 years <i>(Employer Verification or Medical Provider)</i> | | Copy required |
| 1302.91(e)(2) 648A(a)(2)(B)(ii) 648A(a)(3)(B) | Teachers: ECE Degree or General Education PreK-6 Degree Minimum - Bachelor's or Advance | | Copy required |
| 1302.91(e)(2) 648A(a)(2)(B)(ii) 648A(a)(3)(B) | Teachers: TEA Pre-K Certification; OR TEA Alt Certification with 15 hours of ECE for non ECE degree | | Copy required |
| 1302.91(e)(3) 648A(a)(2)(B)(iii) 648A(a)(3)(B) | Assistant Teachers: Minimum – HS Diploma or GED | | Copy required |
| 1302.91(e)(3) 648A(a)(2)(B)(iii) 648A(a)(3)(B) | Assistant Teachers: Associates Degree, CDA Pre-K or Enrolled in a CDA Program <i>(Completion within 24 months of hire)</i> | | Copy required |
| Standard | Training Certificate Requirement | Date of Completion | Notes |
| 1302.92(b)(1) 648A(a)(5) | Professional Development (15 Hours) Training and/or In-Service Log | | Copies of Certificates |
| 1302.47(b)(4)(i)(C-E) 1302.47(b)(4)(i)(G) | Safety Training <i>(CCA will coordinate training)</i> | | Copy of Certificates |
| 1302.47(b)(4)(i)(K) 1302.47(b)(5) 1302.92(b)(2) | Recognition and Reporting of Child Abuse and Neglect <i>(CCA will coordinate training for ISD Staff with DFPS-online course)</i> | | Copy of Certificates |
| 1302.47(b)(4)(i)(A) 1302.47(b)(4)(i)(H) §746.901 | Blood Borne Pathogens <i>(CCA will coordinate TX AgriLife Extension-online course)</i> | | Copy of Certificate |

APPENDIX G: RIDER 78

CCA-HS agrees to support ISD partners as they ensure that at least 15% of Pre-K foundation school program (FSP) funds of each school district and/or open-enrollment charter school are used to implement high-quality Pre-K components based on the four-year-old Pre-K half-day average daily attendance (ADA).

Rider 78 ensures that state-funded Pre-K programs implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in Texas Education Code (TEC) §29.167...29.171 and consistent with the provisions of TEC Chapters 41 and 42.

These requirements include use of a curriculum aligned with the Texas Pre-K Guidelines, increased Pre-K teacher training and/or qualifications, implementation of student progress monitoring program evaluation and development of a family engagement plan.

Data Collection:

The High-Quality Pre-K program data collection must include:

- A. Demographic data;
- B. Enrollment in half-day and/or full-day Pre-K;
- C. Sources of funding for Pre-K classrooms;
- D. Class size;
- E. Instructional staff-to-student ratio;
- F. Type of curriculum;
- G. Student progress monitoring tool and results;
- H. Kindergarten readiness data;
- I. Teacher qualifications, and
- J. Family Engagement Plan.

APPENDIX H: PRE-K PROGRAM RESOURCES FOR RIDER 78 FULFILLMENT

| High-Quality PreK Programs | Resources and Support |
|---|---|
| TEC §29.167, Curriculum | Texas Pre-K Guidelines Currently Adopted Instructional Materials (Curriculum) for PreK Learning Systems adopted by the State Board of Education (SBOE), CLI Engage for Classroom Activities for Teachers Curriculum Guidance Document |
| TEC §29.167, Pre-K Progress Monitoring | Commissioner’s List of Approved Pre-K and Kindergarten (Updated 7/12/17) Assessment Instruments 2017-2021 CLI Engage for CIRCLE Progress Monitoring (no cost) Student Progress Monitoring Guidance Document Data Reporting Guidance |
| TEC §29.167, Teacher Qualifications | Teacher Qualifications Guidance Document |
| TEC §29.168, Family Engagement Plan | CLI Engage, Parents Family Engagement Plan Guidance Document |
| TEC §29.169, Program Evaluation | High Quality Pre-K Self-Assessment CLI Engage for CIRCLE Progress Monitoring (no cost) CLI Engage for Texas Kindergarten Entry Assessment (TX-KEA) (no cost) Commissioner’s List of Approved Pre-K and Kindergarten (Updated 7/12/17) Assessment Instruments 2017-2021 Program Evaluation Guidance Document |
| TEC §29.171, Eligible Private Providers | CLI Engage, Early Childhood Partnerships |

EXHIBIT A

DATA SHARING AGREEMENT AND PROCESS

I. PURPOSE

- 1.1 The purpose of this Agreement is to outline the responsibilities and commitments of each organization in providing the Data outlined in Table 1 and 2 of this Agreement. The Data Sharing Process will be, as follows:

CLASS Data Sharing

- SMU submits de-identified FWISD teacher level data to CCA-HS;
- Upon HS Evaluations, HS evaluator requests information to identify individual teacher as needed.

Student Data Sharing

FWISD will provide student level data tied to teacher for both FWISD classrooms and FWISD/CCA-HS shared classrooms from

- TX-KEA data for students previously enrolled in CCA-HS/FWISD collaboration classroom for BOY.
- 3rd grade State Assessment for students previously enrolled in CCA-HS/FWISD collaboration classroom

2. STUDENT INFORMATION

- 2.1 Student Information– CCA-HS will only access and utilize FWISD student information as authorized and detailed in this Agreement. Data will be accessed using FWISD assigned student identification numbers.
- 2.2 Personally Identifiable Information. As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3;
- 2.3 De-identified Information. As used in this Agreement, “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 CCA-HS reasonably believes knows the identity of the student to whom the education record relates; and

- 2.4 The Parties understand that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

3. TEACHER INFORMATION

- 3.1 Teacher Information— CCA-HS will only access and utilize FWISD teacher information as authorized and detailed in this Agreement.
- 3.2 The Parties understand that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

4. METHOD OF DATA ACCESS OR TRANSFER

The requestor and its agents will establish specific safeguards to assure the confidentiality and security of individually identifiable records or record information. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

5. CONFIDENTIALITY

To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA and the Protection of Pupil Rights Amendment (“PPRA”).

6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

- 6.1 With the exception of the terms and conditions of paragraph 10 to this Agreement and to the extent permitted under Texas law, CCA-HS shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of CCA-HS, its board members, officers, employees, or agents. CCA-HS agrees to indemnify FWISD and hold FWISD harmless for any damages caused by the improper disclosure of PII, to the extent caused by the conduct of CCA-HS, its board members, officer, employees, or agents, and to defend FWISD against such claims for damages.
- 6.2 With the exception of the terms and conditions of paragraph 10 to this Agreement and to the extent permitted under Texas law, FWISD shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of FWISD, its board members, officers, employees, or agents. FWISD to the extent permitted by law, agrees to indemnify CCA-HS and hold CCA-HS harmless for any damages caused by the improper

disclosure of PII, to the extent caused by the conduct of FWISD, its board members, officer, employees, or agents, and to defend CCA-HS against such claims for damages.

- 6.3 The Parties agree that the terms and requirement in this Section survive the expiration of the term of this Agreement.

7. ASSURANCES AND NOTIFICATIONS

- 7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall immediately notify the other Party.
- 7.2 Each Party shall notify the other Party immediately if it determines or knows that PII has been improperly disclosed to personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source.
- 7.3 Each Party shall notify the other Party immediately if it determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that a Party has improperly disclosed PII that they obtained from the other Party. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

8. GENERAL CONDITIONS

- 8.1 To effect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, both Parties agree:
 - 8.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform *each other* of such efforts. Nothing in this agreement shall be construed to allow Parties to maintain, use, disclose, or share student record information received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act ("HIPAA").
 - 8.1.2. That for purposes of this Agreement and for ensuring Parties' compliance with the terms of this Agreement and all applicable local and federal laws, Parties shall designate an official to act as temporary custodian of the data received by Parties pursuant to this Agreement and the contact person for all matters related to this Agreement. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The

Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this Agreement.

- 8.1.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Parties shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under this Agreement.
- 8.1.4 That personally identifiable information collected and shared is confidential. The Parties will not disclose data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of CCA-HS/FWISD shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual student.
- 8.1.5 To not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- 8.1.6 That Parties have the right, to present, publish, or use the data that they have gained in the course of the research under this Agreement, but the Parties may only present, publish and use the data in an aggregated form, converted to De-Identified Information, with no Personally Identifiable Information. Parties may share such information with the other Party's partners who have executed a written confidentiality agreement with the other Party agreeing not to share or disseminate such information provided by the other Party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for and all state and federal laws have been complied with;
- 8.1.7 The Parties agree to provide to the other Party, any proposed publications or presentations, which are to make public any findings, data, or results for the Party's review, comment, and approval at least fourteen (14) days prior to submission of a manuscript, or abstract for publication, or the date of the presentation. Lack of response by the proposed publication date will be considered approval of the publication as presented. If there are no changes to the data presented, only changes to the layout and design of the publication, then the fourteen (14) day approval is waived.

- 8.1.8 Parties will provide the other Party with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this Agreement. Each agency reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students.
- 8.1.9 That Parties will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. Non-Personally Identifiable Information provided to Parties will only be used by Parties for purposes defined in this Agreement;
- 8.2 CCA-HS understands that this Agreement does not convey ownership of FWISD’s data to CCA-HS. Any and all data shared by FWISD pursuant to this Agreement and/or any Project Authorization is, and always will remain, the sole property of FWISD.
- 8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by each Party pursuant to this Agreement:
- 8.3.1 Access to the information provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement;
- 8.3.2 The Parties will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- 8.3.3 The Parties will protect information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

Table 1: Data Overview

| | |
|---------------------------------------|---|
| School Years of Data Requested | 2018-2022 |
| Students Included | All students enrolled in collaboration classrooms |
| Timeframe for Collection | Through 3 rd grade |

Table 2: Data Requested

| Data Type | Data Details |
|---------------------|--|
| Student Identifiers | <ul style="list-style-type: none"> • Student names and ID |
| Student Academics | <ul style="list-style-type: none"> • TX KEA results • 3rd grade state assessments |
| Teacher Identifiers | <ul style="list-style-type: none"> • Teacher names and numeric codes |
| Teacher Scores | <ul style="list-style-type: none"> • CLASS results |

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: APPROVE NAMING THE DAVID K. SELLARS MUSIC ROOM THE TROY EDMON MUSIC HALL

BACKGROUND:

Troy Nell Pope Edmon is a native of Fort Worth, Texas, and a graduate from Dunbar High School class of 1973. Troy Nell was a member of the performing chorus at the Dunbar Junior High School. Her journey began in 1977 as a Music Therapist in which she worked with students of varying degrees of challenges and graduated from East Texas State University with a Bachelor's Degree in Music Education. While working for Fort Worth ISD, Mrs. Edmon was noted for the Ronald McDonald House Ambassadors Program (ACE performed for Duchess Sarah Ferguson of York), PTA Programs, Annual Forest Hill Tree Lighting Celebrations, State and National conferences, Holiday Performances in the city of Fort Worth, School Board meetings, City Council meetings, Country Clubs, Awards in U.I.L. Music Memory, and the Elementary Music Festival.

Affiliations: Texas Music Educators Association, American Orff-Schulwerk Association, Fort Worth Education Association, Texas State Teachers Association, National Education Association, Mu Phi Epsilon Professional Music Sorority, and Delta Sigma Theta Public Service Sorority, Inc.

Achievements: Outstanding Young Women of America, Teacher of the Year, Bayard H. Friedman Chair for Teaching Excellence in Performing Arts, Music Mentor, Music Quadrant Leader, and Instructor for Bass Performance Hall Summer Institute.

The faculty, staff and community are requesting the David K. Sellars Music Room be renamed after such an individual, Troy Edmon.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming the David K. Sellars Music Room the Troy Edmon Music Hall
2. Decline to Approve Naming the David K. Sellars Music Room the Troy Edmon Music 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

David K. Sellars Elementary 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
T.A. Sims, Sr.
Steven Mattic

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 14, 2019**

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

BACKGROUND:

The 2018-2019 Consolidated General Fund Budget was initially adopted on June 26, 2018 and last amended through the period ended March 31, 2019. During the month of April 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 Maintenance and Operations Department will be requesting the Board to approve additional budget for required campus repairs and maintenance needs which will require a transfer into Function 51 in Fund 199 (General Operating) from Functions 13 and 99 in Fund 199 in the sum of \$1.3M.
- Also, Maintenance and Operations Department will be requesting the Board to approve required campus repairs and equipment which will require a transfer into Function 51 and Function 81 in Fund 198 (TRE) from Functions 21, 23, 31, 41 and 61 in Fund 199 (General Operating) in the sum of \$1.2M.

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 April 30, 2019
2. Decline to Approve Budget Amendment for the period ended April 30, 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended April 30, 2019

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

Elsie Schiro
David Johnson

**Consolidated General Fund
Budget Amendments 2018-2019
For The Period Ended April 30, 2019**

| | | Consolidated General Fund 2018-2019 Amended Budget 3/31/2019 | Adjustments | Consolidated General Fund 2018-2019 Amended Budget 4/30/2019 |
|---|--|---|--------------------|---|
| <u>REVENUE & OTHER SOURCES</u> | | | | |
| 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 |
| <u>EXPENDITURES</u> | | | | |
| 11 | Instruction | \$468,049,669 | (\$301,895) | \$467,747,774 |
| 12 | Instruction Resources and Media Services | \$11,715,606 | \$14 | \$11,715,620 |
| 13 | Curriculum and Instructional Staff Development | \$10,343,242 | (\$470,619) | \$9,872,623 |
| 21 | Instructional Administration | \$14,658,244 | (\$101,927) | \$14,556,317 |
| 23 | School Administration | \$49,894,751 | (\$187,883) | \$49,706,868 |
| 31 | Guidance and Counseling Services | \$45,177,416 | \$13,379 | \$45,190,795 |
| 32 | Social Work Services | \$5,270,473 | (\$313,642) | \$4,956,831 |
| 33 | Health Services | \$10,579,212 | (\$2) | \$10,579,210 |
| 34 | Student Transportation | \$18,550,080 | \$0 | \$18,550,080 |
| 35 | Food Services | \$314,624 | (\$4,600) | \$310,024 |
| 36 | Cocurricular/Extracurricular Activities | \$15,503,113 | (\$16,413) | \$15,486,700 |
| 41 | General Administration | \$20,539,097 | (\$282,898) | \$20,256,199 |
| 51 | Plant Maintenance and Operations | \$81,263,350 | \$2,430,019 | \$83,693,369 |
| 52 | Security and Monitoring Services | \$12,117,870 | \$12,439 | \$12,130,309 |
| 53 | Data Processing Services | \$15,639,609 | (\$200) | \$15,639,409 |
| 61 | Community Services | \$5,356,411 | (\$300,850) | \$5,055,561 |
| 71 | Debt Service | \$0 | \$0 | \$0 |
| 81 | Facilities Acquisition & Construction | \$4,766,875 | \$124,204 | \$4,891,079 |
| 95 | Payments to Juvenile Justice Alt Ed Program | \$142,500 | \$0 | \$142,500 |
| 97 | Tax Increment Financing | \$0 | \$0 | \$0 |
| 99 | Other Intergovernmental Charges | \$3,100,000 | (\$599,126) | \$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 |

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 |
|--|----------------------|------------------|----------------------|------------------|----------------------|------------------|----------------------|------------------|----------------------|
| 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 |
| 12 Instructional Resources and Media Services | 11,752,096 | | 11,752,096 | | 11,752,096 | | 11,749,446 | (18,293) | 11,731,153 |
| 13 Curriculum Development and Instructional Personnel Development | 10,724,997 | | 10,724,997 | | 10,724,997 | | 10,473,059 | 6,126 | 10,479,185 |
| 21 Instructional Administration | 14,694,461 | | 14,694,461 | | 14,694,461 | 7,000 | 14,701,461 | (12,249) | 14,689,212 |
| 23 School Administration | 49,879,413 | | 49,879,413 | | 49,879,413 | (814) | 49,878,599 | 10,903 | 49,889,502 |
| 31 Guidance and Counseling Services | 45,603,243 | | 45,603,243 | | 45,603,243 | (550,945) | 45,052,298 | 42,105 | 45,094,403 |
| 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 |
| 33 Health Services | 10,596,551 | | 10,596,551 | | 10,596,551 | 39 | 10,596,590 | (39,900) | 10,556,690 |
| 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 |
| 41 General Administration | 20,400,591 | | 20,400,591 | | 20,400,591 | 24,759 | 20,425,350 | | 20,425,350 |
| 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 |
| 52 Security and Monitoring Services | 12,099,214 | | 12,099,214 | | 12,099,214 | 2,476 | 12,101,690 | (896) | 12,100,794 |
| 53 Data Processing Services | 14,599,731 | | 14,599,731 | | 14,599,731 | (45,141) | 14,554,590 | 3,800 | 14,558,390 |
| 61 Community Services | 5,310,465 | | 5,310,465 | | 5,310,465 | 750 | 5,311,215 | | 5,311,215 |
| 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 |



| ADD/ SUBTRACT | 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 |
|------------------|----------------------|------------------|----------------------|------------------|----------------------|------------------|----------------------|------------------|----------------------|------------------|----------------------|
| | \$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 |
| | \$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 |
| (24,633) | 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 |
| 1,940 | 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 |
| 23,640 | 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 |
| (19,873) | 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 |
| 1,828 | 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 |
| (13,993) | 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 |
| (800) | 5,232,548 | | 5,232,548 | 30,000 | 5,262,548 | 7,925 | 5,270,473 | | \$5,270,473 | (313,642) | \$4,956,831 |
| 10,875 | 10,567,565 | (25) | 10,567,540 | 12,627 | 10,580,167 | (230) | 10,579,937 | (725) | \$10,579,212 | (2) | \$10,579,210 |
| | 22,037,485 | (37,405) | 22,000,080 | (3,450,000) | 18,550,080 | | 18,550,080 | | \$18,550,080 | | \$18,550,080 |
| | 321,336 | (3,826) | 317,510 | 10,844 | 328,354 | (9,730) | 318,624 | (4,000) | \$314,624 | (4,600) | \$310,024 |
| (2,884) | 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 |
| 1,700 | 20,427,050 | | 20,427,050 | 60,481 | 20,487,531 | 51,566 | 20,539,097 | | \$20,539,097 | (282,898) | \$20,256,199 |
| 688 | 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 |
| 1,480 | 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 |
| (18) | 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 |
| 20,050 | 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 |
| | 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 |
| | 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 |
| | 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) |
| | 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 |

| | April 30, 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 vehicle for CTE department | | 49,845 | |
| | Transfer from function 21 to purchase reading materials for Social Studies department to various campuses | 99,522 | | |
| | Transfer to function 21 to purchase Ipads/Laptops/Dual Monitors for CTE Instructional Coaches | | 41,000 | |
| | Transfer from function 41 to support Sub appreciation event | | 9,102 | |
| | Transfer to function 23 for administrator travel to prof. dev conference | | 6,000 | |
| | Transfer to function 23 summer school admin assoc support | | 6,032 | |
| | Transfer from function 36 & 51 to purchase technology needs for various campuses from Art department | 39,789 | | |
| | Transfer to function 13 to establishment budget professional development for Bilingual Education Allotment | | 201,480 | |
| | Campus/Dept. normal course of District operations | | 3,543 | |
| | Transfer to 198 func 81 for Technology Equipment & Services for 6 HS Facilities Construction | | 124,204 | |
| | Overall effect on Function 11 | 139,311 | 441,206 | (301,895) |
| 12 | Campus/Dept. normal course of District operations | 14 | | |
| | Overall effect on Function 12 | 14 | 0 | 14 |
| 13 | Transfer from function 11 to establishment budget for professional development for Bilingual Education Allotment | 201,480 | | |
| | Transfer from 199 func 13 for campus repairs and maintenance for campus projects | | 673,846 | |
| | Campus/Dept. normal course of District operations | 1,747 | | |
| | Overall effect on Function 13 | 203,227 | 673,846 | (470,619) |
| 21 | Transfer to function 11 to purchase reading materials for Social Studies department to various campuses | | 99,522 | |
| | Transfer from function 11 to purchase vehicle for CTE department | 49,845 | | |
| | Transfer from function 11 to purchase Ipads/Laptops/Dual Monitors for CTE Instructional Coaches | 41,000 | | |
| | Transfer to 198 function 51 to purchase boilers for 5 campuses | | 100,000 | |
| | Campus/Dept. normal course of District operations | 6,750 | | |
| | Overall effect on Function 21 | 97,595 | 199,522 | (101,927) |
| 23 | Transfer to function 23 for administrator travel to prof. dev conference | 6,000 | | |
| | Transfer from function 11 summer school admin assoc support | 6,032 | | |
| | Transfer to 198 function 51 to purchase boilers for 5 campuses | | 204,600 | |
| | Campus/Dept. normal course of District operations | 4,685 | | |
| | Overall effect on Function 23 | 16,717 | 204,600 | (187,883) |
| 31 | Transfer from function 32 to correct function for salaried positions | 314,642 | | |
| | Transfer to 198 func 51 for PA systems and cabling at high schools, air handling unit at South Hills, and repair rooftop at Meacham | | 286,753 | |
| | Campus/Dept. normal course of District operations | | 14,510 | |
| | Overall effect on Function 31 | 314,642 | 301,263 | 13,379 |
| 32 | Transfer to function 31 to correct function for salaried positions | | 314,642 | |
| | Campus/Dept. normal course of District operations | 1,000 | | |
| | Overall effect on Function 32 | 1,000 | 314,642 | (313,642) |
| 33 | Campus/Dept. normal course of District operations | | 2 | |
| | Overall effect on Function 33 | 0 | 2 | (2) |
| 35 | Campus/Dept. normal course of District operations | | 4,600 | |
| | Overall effect on Function 35 | 0 | 4,600 | (4,600) |
| 36 | Transfer to function 11 to purchase technology needs for various campuses from Art department | | 17,131 | |
| | Campus/Dept. normal course of District operations | 718 | | |
| | Overall effect on Function 36 | 718 | 17,131 | (16,413) |
| 41 | Transfer to function 11 to support Sub appreciation event | 9,102 | | |
| | Transfer to 198 function 51 to purchase boilers for 5 campuses | | 291,400 | |
| | Campus/Dept. normal course of District operations | | 600 | |
| | Overall effect on Function 41 | 9,102 | 292,000 | (282,898) |
| 51 | Transfer to function 11 to purchase technology needs for various campuses from Art department | | 22,658 | |
| | Transfer from 199 func 31 and 61 to Fund 198 for PA systems and cabling at high schools, air handling unit at South Hills, and repair rooftop at Meacham | 586,753 | | |

| | April 30, 2019 Budget Amendment | Increase | Decrease | Net Effect |
|----|---|------------------|------------------|------------------|
| | Transfer from 199 func 13 and 99 for campus repairs and maintenance for campus projects | 1,272,972 | | |
| | Transfer from 199 function 21, 23 and 41 to Fund 198 to purchase boilers for 5 campuses | 596,000 | | |
| | Campus/Dept. normal course of District operations | | 3,048 | |
| | Overall effect on Function 51 | 2,455,725 | 25,706 | 2,430,019 |
| 52 | Campus/Dept. normal course of District operations | 12,439 | | |
| | Overall effect on Function 52 | 12,439 | 0 | 12,439 |
| 53 | Campus/Dept. normal course of District operations | | 200 | |
| | Overall effect on Function 53 | 0 | 200 | (200) |
| | Transfer to 198 func 51 for PA systems and cabling at high schools, air handling unit at South Hills, and repair rooftop at Meacham | | 300,000 | |
| 61 | Campus/Dept. normal course of District operations | | 850 | |
| | Overall effect on Function 61 | 0 | 300,850 | (300,850) |
| 81 | Transfer from 199 function 11 for Technology Equipment & Services for 6 HS Facilities Construction | 124,204 | | |
| | Campus/Dept. normal course of District operations | | | |
| | Overall effect on Function 81 | 124,204 | 0 | 124,204 |
| 99 | Transfer from 199 func 99 for campus repairs and maintenance for campus projects | | 599,126 | |
| | Campus/Dept. normal course of District operations | | | |
| | Overall effect on Function 99 | 0 | 599,126 | (599,126) |
| | Total | 3,374,694 | 3,374,694 | 0 |

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

**TOPIC: APPROVE FIRST READING-REVISION TO BOARD POLICIES
CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL),
FNCE(LOCAL) AND GKC(LOCAL)**

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) AND GKC(LOCAL)
2. Decline to Approve First Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) AND GKC(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revision to Board Policies CAA(LOCAL), EIC(LOCAL), FEA(LOCAL), FFF(LOCAL), FFI(LOCAL), FNCE(LOCAL) AND GKC(LOCAL)

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of this policy will update the language as recommended by TASB and/or district personnel.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore
Amanda Coleman

Board Policy Update #111

➤ **CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES – FINANCIAL ETHICS**

RATIONALE

A revision to this policy on fraud and financial impropriety is recommended to clarify that reports of suspected impropriety may be made to a person who has authority to investigate the alleged activity, including the specific individuals your district has listed in the policy. This revision aligns the district's policy with Education Code 37.148, which prohibits a district from adopting a policy that requires an employee to report only to certain persons or peace officers a crime witnessed at the school.

Annotations are shown as follows.

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

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
 - for Board members—BBF
 - for employees—DH
 - Financial conflicts of interest:
 - for public officials—BBFA
 - for all employees—DBD
 - for vendors—CHE
 - Compliance with state and federal grant and award requirements: CB, CBB
 - Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
 - Systems for monitoring the District's investment program: CDA
 - Budget planning and evaluation: CE
 - Compliance with accounting regulations: CFC
 - Activity fund management: CFD
 - Criminal history record information for employees: DBAA, DC
 - Disciplinary action for fraud by employees: DCD, DCE, and DF series
-

~~**Note:** See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:~~

- ~~• Code of ethics:
for Board members—BBF
for employees—DH~~
- ~~• Financial conflicts of interest:
for public officials—BBFA~~

~~for all employees—DBD
for vendors—CHE~~

- ~~• Compliance with state and federal grant and award requirements: CB, CBB~~
- ~~• Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB~~
- ~~• Systems for monitoring the District's investment program: CDA~~
- ~~• Budget planning and evaluation: CE~~
- ~~• Compliance with accounting regulations: CFC~~
- ~~• Activity fund management: CFD~~
- ~~• Criminal history record information for employees: DBAA, DC~~
- ~~• Disciplinary action for fraud by employees: DCD, DCE, and DF series~~

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Knowingly submitting a false or fraudulent claim to obtain payment from the United States government.
13. Any other dishonest act regarding the finances of the District.
14. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reporting Process

Any ~~person~~ employee who knows or suspects an occurrence of fraud, misappropriation, or financial impropriety, criminal act, or violation of Board policy shall immediately notify one or more of the following:

- District's hotline at (817) 814-1971
- Office of Professional Standards (or)
- Employee's Supervisor

~~in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including the Superintendent or chief internal auditor. The Internal Audit's Fraud Hotline shall also be available for reporting fraud.~~

~~Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with~~

~~law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.~~

Any reports received by a supervisor shall immediately be reported to the District's hotline.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Hotline Management and Reporting

The Internal Audit Department shall be responsible for ensuring the monitoring of the District's hotline 24 hours per day, seven days per week. All allegations reported over the hotline will be evaluated and investigated. All informants have the option to remain anonymous.

Fraud Investigations

The chief internal auditor shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the chief internal auditor shall promptly inform the Superintendent and the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the chief internal auditor shall refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with the chief legal counsel and the Superintendent.

Federal Awards Disclosure

The District shall disclose, in a timely manner in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal grant award. [See CBB]

False Claims Act

The Superintendent or designee shall ensure that employees, vendors, and contractors with any responsibilities for services to be reimbursed through Medicaid are informed of the False Claims Act

and the District's prohibition on knowingly submitting a false or fraudulent claim for payment, federal administrative remedies for false claims and statements, and state laws on false claims and statements.

The District's procedures shall include information regarding reporting suspected violations as provided at REPORTS, above, as well as reports to the [State Office of Inspector General](https://oig.hpsc.state.tx.us/)¹ or at 1-800-436-6184 or <https://oig.hpsc.state.tx.us/>.

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

¹The State Office of the Inspector General: <https://oig.hpsc.state.tx.us/>

Board Policy Update

➤ EIC(LOCAL): ACADEMIC ACHIEVEMENT – CLASS RANKING

RATIONALE

A group of stakeholders, including high school students, parents, teachers, campus-based and central-office personnel met February 19, 2019, to review and recommend changes to current grading guidelines.

The group proposes that beginning with the graduating class of 2023 (freshman entering high school in the 2019-2020 school year), the grading scale and weighted GPA scale be changed to reflect this revised EIC(LOCAL) policy.

Annotations are shown as follows.

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

The District shall apply the same rules for class rank calculation and local graduation honors to all students in a graduating class, regardless of the school year in which a student entered grade 9.

Calculation

The District shall include in the calculation of class rank grades earned in all **eligible** high school credit courses taken in grades 9–12. Beginning with the graduating class of 2025, the District shall also include in the calculation of class rank semester grades earned before grade 9 in Advanced Placement (AP) courses.

Exclusions

The calculation of class rank shall exclude grades earned in or by a local credit course; a course for which a pass/fail grade is assigned; credit by examination, with or without prior instruction, and grades earned prior to grade 9.

In addition, the calculation of class rank shall exclude grades earned through distance learning and traditional correspondence courses, as well as in dual credit courses taken through a college with which the District does not have a partnership agreement.

*Beginning with
Graduating Class
of 2021*

Beginning with students in the graduating class of 2021, the District shall allow each student, at the time of course enrollment, to designate for exclusion from the class rank calculation up to two semester grades earned in grades 11 and 12 in any eligible course or courses. The District shall annually publish in appropriate District publications a list of courses eligible for exclusion by a student, along with procedural rules and deadline.

**Weighted Grade
System**

The District shall categorize and weight courses as Tier I, Tier II, and Tier III in accordance with provisions of this policy.

Categories

Tier I

Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier I courses. The courses shall include AP courses, International Baccalaureate (IB) courses, dual credit courses, any courses for which a Tier I course is a prerequisite, and other District-designated courses.

Tier II

Eligible courses shall be designated in the Graduation Standards and Catalog of Courses and Materials and shall be categorized and weighted as Tier II courses. The courses shall include high school Pre-AP courses, Pre-IB courses, and other courses locally designated as honors courses.

Tier III

All other eligible courses shall be designated as Tier III courses.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

Weighted Grade
Point Average

For the graduating classes of 2020, 2021, and 2022, the District shall convert semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following ~~chart~~:

| Grade | Tier I | Tier II | Tier III |
|--------------|--------|---------|----------|
| 97 and above | 5.0 | 4.5 | 4.0 |
| 94–96 | 4.8 | 4.3 | 3.8 |
| 91–93 | 4.6 | 4.1 | 3.6 |
| 87–90 | 4.4 | 3.9 | 3.4 |
| 84–86 | 4.2 | 3.7 | 3.2 |
| 81–83 | 4.0 | 3.5 | 3.0 |
| 77–80 | 3.8 | 3.3 | 2.8 |
| 74–76 | 3.6 | 3.1 | 2.6 |
| 71–73 | 3.4 | 2.9 | 2.4 |
| 70 | 3.0 | 2.5 | 2.0 |
| 69 or below | 0 | 0 | 0 |

Beginning with the graduating class of 2023, the District shall convert semester grade points and shall calculate a weighted grade point average (GPA) in accordance with the following:

| Grade | Tier I | Tier II | Tier III |
|--------------|--------|---------|----------|
| 97 and above | 5.0 | 4.5 | 4.0 |
| 94–96 | 4.8 | 4.3 | 3.8 |
| 90–93 | 4.6 | 4.1 | 3.6 |
| 87–89 | 4.4 | 3.9 | 3.4 |
| 84–86 | 4.2 | 3.7 | 3.2 |
| 80–83 | 4.0 | 3.5 | 3.0 |
| 77–79 | 3.8 | 3.3 | 2.8 |
| 74–76 | 3.6 | 3.1 | 2.6 |
| 71–73 | 3.4 | 2.9 | 2.4 |
| 70 | 3.0 | 2.5 | 2.0 |
| 69 or below | 0 | 0 | 0 |

Transferred Grades

When a student transfers grades for properly documented courses from an accredited U.S. or foreign public or private institution, the District shall assign weight to those grades based on the catego-

**Local Graduation
Honors**

ries and grade weight system used by the District if similar or equivalent courses are offered to the same class of students in the District.

Conversion of letter grades to numerical grades for students transferring into the District with letter grades may be found in the District's Guide to Grade Reporting. Grades earned in nonaccredited schools shall be handled in accordance with FD(LOCAL).

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year upon receipt of grades for dual credit courses, except for schools on an accelerated block schedule. The average of the fourth and fifth six-week grades shall be used as the semester grade for this purpose.

For schools on an accelerated block schedule, the District shall calculate class rank at the end of the third nine-week grading period of the senior year. The grade for the third nine-week grading period shall be used as the semester grade for this purpose.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

**Valedictorian and
Salutatorian**

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for such recognition, a student must:

1. Have completed the foundation program with the distinguished level of achievement; and
2. Have completed 19 credits before the first day of the school year in which graduation requirements are completed; and
3. Have been continuously enrolled in the same District high school for the two school years immediately preceding graduation.

Ties

In case of a tie in either the weighted GPAs or the weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.

Latin Honors

Local class rank Latin honors at each District high school shall be awarded to students completing the ~~Recommended Program, the Advanced/Distinguished Achievement Program, or the~~ foundation program with the distinguished level of achievement, as follows:

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

- Summa cum laude: The top highest two percent of the graduating class
- Magna cum laude: The next highest three percent of the graduating class
- Cum laude: The next highest five percent of the graduating class

Highest-Ranking Graduate

In the graduating classes of ~~2018, 2019, and~~ 2020, the local eligibility criteria for recognition as the valedictorian shall not affect recognition of the highest-ranking graduate for purposes of receiving the scholarship certificate from the state of Texas. [See Section 54.201 of the Texas Education Code]

Beginning with the graduating class of 2021, the student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

Board Policy Update #111

➤ **FEA(LOCAL): ATTENDANCE – COMPULSORY ATTENDANCE**

RATIONALE

A revision is recommended at Armed Services Enlistment to more accurately track the relevant statute, which requires a district to excuse a student 17 years of age or older for up to four days during the student's enrollment in high school to pursue military enlistment.

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes.

Higher Education
Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

Armed Services
Enlistment

The District shall excuse a student 17 years of age or older for up to four days during ~~his or her enrollment in high school-year~~ for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. A student shall be required to submit verification of such activities in accordance with administrative regulations.

Early Voting or
Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

[For extracurricular activity absences, see FM.]

**Withdrawal for
Nonattendance**

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

**Students Attending
Homeschools**

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

Board Policy Update #109

➤ FFF(LOCAL): STUDENT WELFARE – STUDENT SAFETY

RATIONALE

Based on SB 7 and as described at FFF(LEGAL), the district must have a policy to notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct:

- *As soon as feasible, that the alleged misconduct may have occurred;
- *Whether the educator was terminated or resigned; and
- *Whether the district submitted a report to the State Board for Educator Certification.

The recommended policy text provides the definition of misconduct, along with cross-references to FFG for child abuse reporting requirements and to FFH for parental notification requirements if the misconduct meets the definition of prohibited conduct. Recommendation for deletion of the district's locally developed text, which dates from the 1990s. The broader concept of the superintendent's responsibility for ensuring student safety is sufficiently addressed in your policy manual at CK, and the list of cross-references is outdated and unnecessary.

Annotations are shown as follows.

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

For purposes of this policy, misconduct is defined as an educator's alleged abuse or commission of an otherwise unlawful act with the student or involvement in a romantic relationship, or soliciting or engaging in sexual contact with the student.

The District shall notify a parent of a ~~attempt to ensure~~ student with whom an educator is alleged to have engaged ~~safety through supervision of students~~ in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the educator was terminated following an investigation of the alleged misconduct ~~all school buildings, at all school-sponsored events~~ or resigned before completion of the investigation; ~~activities,~~ and
3. Whether a report was submitted ~~on all school grounds through special attention~~ to the State Board for Educator Certification (SBECE) concerning the alleged misconduct. ~~following:~~
 1. ~~[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.] Maintaining a reasonably safe school environment. [See CK, CLB]~~
 2. ~~Observing safe practices in those areas of instruction or extracurricular activities that offer special hazards. [See CKB]~~
 3. ~~Developing age-appropriate safety programs and activities for students at each grade level.~~
 4. ~~Emphasizing safety education to students enrolled in laboratory courses in science, industrial arts, health, and physical education. [See CK]~~
 5. ~~Providing first-aid for students in case of accident or sudden illness. [See FFAC]~~
 6. ~~Annually reviewing the adequacy of emergency procedures at each campus in the District and providing for staff training in such procedures. [See CKC]~~
 7. ~~Implementing appropriate crisis management procedures when emergencies occur. [See CKC]~~

~~The Superintendent and the principals shall develop plans and procedures for acquainting students with safe conduct and behavior in a variety of conditions and circumstances, including play and recreation, fire, severe weather, use of bicycles and automobiles, and~~

~~use of school transportation. Teachers and administrators shall promote these procedures among students as appropriate.~~

Board Policy Update #109

➤ FFI(LOCAL): STUDENT WELFARE – FREEDOM FROM BULLYING

RATIONALE

Changes in state law from SB 179 prompted several recommended revisions to this local policy on student bullying, including:

- *Removal of the definition of bullying in lieu of a pointer to the revised statutory definition;
- *Emphasis, at Examples, that bullying can occur through electronic means;
- *New provisions addressing anonymous reporting procedures for students;
- *New provisions requiring the district to notify, within the time frames in law, parents of students who are alleged victims or are alleged to have engaged in bullying (see Notice of Report); and
- *Acknowledgment that the district may notify law enforcement of the conduct in certain circumstances (see District Action).

In addition, the text at Prohibited Conduct has been aligned with the definition of that term in FFH(LOCAL) to include "sex." Retained in this definition is our unique inclusion of "sexual orientation" and "gender identity and expression."

Annotations are shown as follows.

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

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

~~**Note:** This policy addresses bullying of District students. For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.~~

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by ~~state law~~^{this policy}. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Definition

~~Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and that:~~

- ~~1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or~~
- ~~2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.~~

~~This conduct is considered bullying if it:~~

- ~~1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and~~
- ~~2. Interferes with a student's education or substantially disrupts the operation of a school or a school-sponsored or school-related activity.~~

Examples

Bullying of a student [could occur by physical contact or through electronic means](#) and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name -calling, rumor spreading, or ostracism.

[Bullying is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.](#)

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. [Unlawful retaliation does not include petty slights or annoyances.](#)

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made [as soon as possible](#) ~~immediately~~ after the alleged act or knowledge of the alleged act. A failure to [immediately make a](#) report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, [school](#) counselor, principal, or other District employee. [The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.](#)

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

[When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.](#)

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, [sex](#), gender, sexual orientation, gender identity and expression, national origin, or

disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. [The District may notify law enforcement in certain circumstances.](#)

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include, ~~but are not limited to,~~ a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine ~~whether~~^{if} any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

| | |
|--|---|
| <i>Counseling</i> | The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options. |
| Improper Conduct | If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action. |
| Confidentiality | To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation. |
| Appeal | A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. |
| Records Retention | Retention of records shall be in accordance with CPC(LOCAL). |
| Access to Policy and Procedures | This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and any accompanying procedures shall be posted on the District's website Web site, to the extent practicable, and shall be readily available at each campus and the District's administrative offices. |

Board Policy Update

➤ **FNCE(LOCAL): STUDENT CONDUCT- PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES**

RATIONALE

This FNCE(LOCAL) standard-TASB developed policy reflects succinct updated text recommending administrative procedures for cell phone use be added to both FNCE(REGULATION) and our student handbook.

Annotations are shown as follows.

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

Note: For searches of personal telecommunications devices or other personal electronic devices, see FNF.

Personal Use

Telecommunications
Devices

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable District and campus rules.

A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.

If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

~~Instructional Use~~

~~A campus instructor and an administrator may, in the exercise of reasonable discretion, allow a student to use electronic devices for instructional purposes during the instructional day, so long as the use does not disturb the classroom instruction.~~

~~Procedure
Following
Confiscation~~

~~A campus administrator must notify the parent or guardian within two school days that the telecommunications device has been confiscated and explain how the device may be reclaimed.~~

~~Reclaiming
Device~~

~~To reclaim a telecommunications device, a high school student, a parent, or a guardian shall:~~

- ~~1. Present in person at the campus, during posted school hours, written proof of ownership and a photo ID;~~
- ~~2. Complete a form acknowledging return of the device; and~~
- ~~3. Pay a \$15 fee for each device.~~

~~Fee~~

~~In accordance with FNCE(LEGAL), the District shall charge an administrative fee of \$15 for the release of a confiscated personal telecommunications device. The fee, in cash or by money order, shall be accepted by the local campus to cover administrative costs for processing the confiscated device.~~

~~Disposal~~

~~If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.~~

Other Electronic
Devices

Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

Board Policy Update #109

➤ GKC(LOCAL): COMMUNITY RELATIONS – VISITORS

RATIONALE

Recommended revisions to this policy regarding visitors are to reflect that board member visits to district facilities are now addressed at BBE(LOCAL) (see above). Revisions have also been made to better align text addressing registered sex offenders on campus with statutory provisions. In addition, we recommend deletion of your unique provision, dating from 1990, prohibiting an employee from receiving visitors during school business hours for the purpose of conducting personal business. Such a rule may be more appropriately housed in administrative regulations that are communicated to employees in the employee handbook.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
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- *Revision bars* appear in the right margin, as above.

COMMUNITY RELATIONS
VISITORS ~~TO THE SCHOOLS~~

GKC
(LOCAL)

Prominent notices shall be posted at each campus requiring all visitors to first report to the campus ~~main~~administrative office. This shall apply to parents, Board members, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the District, vendors, representatives of the news media, former students, and any other visitors.

Visits to individual classrooms during instructional time shall be permitted only with the principal's ~~and teacher's~~ approval, and such visits shall not be permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal ~~classroom-school~~ environment.

[See BBE(LOCAL) for visits to District facilities by Board members.]

~~No staff member shall receive visitors for the purpose of transacting personal business during school business hours.~~

**Registered Sex
Offender ~~Offenders~~
on a School
Campus ~~District~~
Premises**

The Superintendent ~~and, working with~~ campus administrators, shall develop and implement procedures regarding a campus ~~visitor~~visitors who ~~is registered~~are identified as a sex ~~offender~~offenders.

These procedures shall address:

1. Parental rights;
2. Escort by District personnel;
3. Access to common areas of the campus;
4. Access to classrooms;
5. Drop off and release of students;
6. Eligibility to serve as volunteers; and
7. Any other relevant issues.

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 14, 2019**

TOPIC: CLOSEOUT OF THE CMAR CONTRACT WITH BARTLETT 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

BACKGROUND:

On December 13, 2016, the Board of Education authorized CIP staff to negotiate and enter into a CMAR contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 017-Phase III (RFCSP 15-036). This Bid Package consisted of construction services at TEA 171, Tanglewood Elementary School. The work commenced on June 5, 2017, and was substantially completed on October 29, 2018, as inspected by the A/E firm, Bennett Benner Partner. Bartlett Cocke General Contractors has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Bartlett Cocke General Contractors will be in the not-to-exceed amount of \$167,386.92.

| | | | |
|----------------------------------|------------------|-----------------------------------|----------|
| Original Contract Amount: | \$2,469,356.00 | Original Contract Time: | 222 Days |
| Previous Change Orders: | \$881,370.07 | Days Added in Previous CO: | 244 Days |
| Final Change Order: | (\$2,988.17) | Final Change Order Time: | 244 Days |
| Final Contract Amount: | \$3,347,737.90 | Final Contract Time: | 466 Days |
| Previously Paid: | (\$3,180,351.01) | | |
| Reduction to Retainage | (\$0) | | |
| Final Payment Due: | \$167,386.92 | | |

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The CMAR Contract With Bartlett Cocke General Contractors For Tanglewood Elementary Bid Package 017, Phase III (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program.
2. Decline to Approve Closeout of The CMAR Contract With Bartlett Cocke General Contractors For Tanglewood Elementary Bid Package 017, Phase III (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The CMAR Contract With Bartlett Cocke General Contractors For Tanglewood Elementary Bid Package 017, Phase III (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program.

FUNDING SOURCE

Additional Details

CIP

681.00.2116.000.000.00.000.000000 - \$167,386.92

COST:

The final payment to Bartlett Cocke General Contractors will be in the not-to-exceed amount of \$167,386.92.

VENDOR:

Bartlett Cocke General Contractors

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA 171 Tanglewood Elementary School

RATIONALE:

Bartlett Cocke General Contractors has completed all work as required per the terms of their construction contract. The work has been inspected by Bennett Benner Partner and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: 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

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 Amon Carter-Riverside High School Addition / Renovation project with the following schedule of events:

| | |
|---|-------------------------------------|
| First Advertisement | March 25, 2019 |
| Second Advertisement | April 1, 2019 |
| Pre-Proposal Conference – 10:00am CST | Tuesday, April 2, 2019 |
| Deadline for Questions – 2:00pm CST | Friday, April 5, 2019 |
| Addendum Posted | Monday, April 8, 2019 |
| Deadline to Receive Qualifications – Prior to 10:00am CST | Tuesday, April 16, 2019 |
| Evaluation Meeting | Tuesday, April 23, 2019 |
| Issue Step 2 to Short List (Schedule Interviews) | Tuesday, April 23, 2019 |
| Receive Step 2 - GC’s & Fees | Friday, April 26, 2019 – 2:00pm CST |
| Interview Firms on Short List; Rank Submissions | Monday, April 29, 2019 |
| Board Approval of CMAR Firm | May 14, 2019 |

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

- Balfour Beatty Construction, LLC
- Bartlett Cocke General Contractors, LLC
- Byrne - Potere JV
- Cadence McShane Construction Company, LLC
- Con-Real Group
- JE Dunn – Phillips May JV
- 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. Byrne - Potere JV
2. Cadence McShane Construction Company, LLC
3. JE Dunn – Phillips May JV
4. Turner | Source Joint Venture

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 Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 (RFQ #19-035) 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 Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 (RFQ #19-035) 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 Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 (RFQ #19-035) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-001-99-000-001102

COST:

Not To Exceed \$35,000

VENDOR:

Byrne - Potere JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-035

Number of Bid/Proposals Received: 8

Number of Compliant Bid/Proposals Received: 8

Joint Venture Firms: 5

HUB Firms: 8

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #001 Amon Carter-Riverside High School

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: 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

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 O.D. Wyatt High School Renovation project with the following schedule of events:

| | |
|---|---------------------------|
| First Advertisement | March 18, 2019 |
| Second Advertisement | March 25, 2019 |
| Pre-Proposal Conference – 10:00am CST | Wednesday, March 27, 2019 |
| Deadline for Questions – 2:00pm CST | Friday, March 29, 2019 |
| Addendum Posted | Monday, April 1, 2019 |
| Deadline to Receive Qualifications – Prior to 10:00am CST | Tuesday, April 9, 2019 |
| Evaluation Meeting | Monday, April 15, 2019 |
| Issue Step 2 to Short List (Schedule Interviews) | Monday, April 15, 2019 |
| Receive Step 2 - GC’s & Fees | Thursday, April 18, 2019 |
| Interview Firms on Short List; Rank Submissions | Monday, April 22, 2019 |
| Board Approval of CMAR Firm | May 14, 2019 |

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

- Balfour Beatty Construction, LLC
- Bartlett Cocke General Contractors, LLC
- CZOT - MGS LLC
- JE Dunn – Phillips/May, JV
- S&P and Post L, A 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. Three (3) 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 three (3) 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. S&P and Post L, A Joint Venture
2. JE Dunn – Phillips/May JV
3. CZOT - MGS LLC

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 O.D. Wyatt High School Renovation Job No. 016-212 (RFQ #19-093) 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 O.D. Wyatt High School Renovation Job No. 016-212 (RFQ #19-093) 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 O.D. Wyatt High School Renovation Job No. 016-212 (RFQ #19-093) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-016-99-000-016212

COST:

Not To Exceed \$25,000

VENDOR:

S&P and Post L, A Joint Venture

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-093

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 5

Joint Venture Firms: 3

HUB Firms: 4

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #016 O.D. Wyatt High School

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: 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

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 Benbrook MS/HS Addition/Renovation project with the following schedule of events:

| | |
|---|---------------------------|
| First Advertisement | March 4, 2019 |
| Second Advertisement | March 11, 2019 |
| Pre-Proposal Conference – 10:00am CST | Wednesday, March 20, 2019 |
| Deadline for Questions – 2:00pm CST | Monday, March 25, 2019 |
| Addendum Posted | Tuesday, March 26, 2019 |
| Deadline to Receive Qualifications – Prior to 10:00am CST | Thursday, April 4, 2019 |
| Evaluation Meeting | Wednesday, April 10, 2019 |
| Issue Step 2 to Short List (Schedule Interviews) | Wednesday, April 10, 2019 |
| Receive Step 2 - GC's & Fees | Monday, April 15, 2019 |
| Interview Firms on Short List; Rank Submissions | Wednesday, April 17, 2019 |
| Board Approval of CMAR Firm | May 14, 2019 |

The District received 11 Statements of Qualifications from the following Firms:

- Adolfson & Peterson Construction
- Byrne - Potere JV
- CZOT - MGS LLC
- HASEN Design Build & Development Inc.
- ICI Construction, Inc.
- Key Construction Texas LLC
- Muckleroy & Falls
- RJM Contractors Inc.
- Speed Fab-Crete Corp.
- Turner | Source Joint Venture
- W.B. Kibler Construction Co.

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

Step II – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). Muckleroy & Falls failed to submit the base fee and pre-construction fee proposal and were disqualified. 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. Adolfson & Peterson Construction
2. Turner | Source Joint Venture
3. Byrne – Potere JV
4. CZOT – MGS LLC

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 Benbrook MS/HS Addition/Renovation Job No. 071-102 (RFQ #19-099) 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 Benbrook MS/HS Addition/Renovation Job No. 071-102 (RFQ #19-099) 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 Benbrook MS/HS Addition/Renovation Job No. 071-102 (RFQ #19-099) In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-071-99-000-071102

COST:

Not To Exceed \$25,000

VENDOR:

Adolfson & Peterson Construction

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-099

Number of Bid/Proposals Received: 11

Number of Compliant Bid/Proposals Received: 11

Joint Venture Firms: 3

HUB Firms: 4

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

TEA #071 Benbrook Middle/High School

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 14, 2019**

TOPIC: 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

BACKGROUND:

On December 12, 2017, the Board of Education approved a scope adjustment for Bid Package #017 (RFP #15-036) for Tanglewood Elementary School as part of the 2013 Capital Improvement Program. The scope adjustment included the removal of a 14-classroom addition and added a renovation and expansion of the current library at Tanglewood Elementary as well as some restroom facilities. The funds associated with the library renovation and the additional restroom facilities in the 2013 Capital Improvement Program for Tanglewood ES remain unused in the original budget.

This scope adjustment was in response to the voters approving the 2017 Capital Improvement Program in November of that year. Included in the 2017 bond program was a new elementary school to relieve overcrowding at the current Tanglewood. The decision was made to add the library renovation and the additional restroom facilities to the scope of the 2017 Tanglewood project which includes extensive renovation to the current building. Staff would like approval to apply these 2013 CIP funds to the larger scope in conjunction with the 2017 CIP renovation.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve 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
2. Decline to Approve 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
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP 2013

681-81-6629-B39-171-99-000-171011

COST:

Not-to-exceed \$2,100,000.00

VENDOR:

N/A

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #171 Tanglewood Elementary School

RATIONALE:

The funds associated with the library renovation and the additional restroom facilities in the 2013 Capital Improvement Program for Tanglewood ES remain unused in the original budget. The unused funds were a result of the scope adjustment approved by the Board to remove the 14-classroom addition to Tanglewood. CIP staff would like approval to apply these 2013 CIP funds to the larger scope in conjunction with the 2017 CIP renovation. This will allow the District to take advantage of economies of scale by making the project larger and more attractive to contractors. Increased volume, combined with a single mobilization, provides a more competitive atmosphere and better pricing per square foot for the District.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery

**ACTION AGENDA ITEM
BOARD MEETING
May 14, 2019**

**TOPIC: APPROVE SECOND READING-REVISION TO BOARD POLICY
DHE(LOCAL)**

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revision to Board Policy DHE(LOCAL)
2. Decline to Approve Second Reading-Revision to Board Policy DHE(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of this policy will update the language as recommended by TASB and/or district personnel.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore
Amanda Coleman

Board Policy Update

➤ **DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT-SEARCHES AND ALCOHOL/DRUG TESTING**

RATIONALE

DHE(LOCAL) is the policy related to drug testing.

As we have seen in many Case Review discussions, employees suspected of impairment of alcohol and illegal drug usage are not presently subject to mandatory drug testing. In the interest of safety for students, employees, and the public, this revision compels employees to submit to testing under certain circumstances.

Annotations are shown as follows.

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

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

REASONABLE
SUSPICION
SEARCHES

The District shall conduct drug and alcohol testing to ensure the physical safety of students, employees, and members of the community and to help prevent accidents and injuries resulting from the impairment and/or misuse of those substances.

PURPOSE

The primary purpose of the District drug and alcohol testing program is to prevent impaired employees from performing functions of their positions under the influence. Testing positive for any amount of alcohol, illegal drugs or any controlled substances, or an employee's refusal to comply with a directive to submit a random testing or testing from reasonable suspicion, shall be a basis for employee disciplinary action, up to and including termination.
[See DHE (LEGAL)]

REASONABLE
SUSPICION TESTING

Department supervisors, principals and other administrators, in consultation with the Office of Professional Standards, may remove an employee from duty and require testing for controlled substances and/or alcohol, based upon reasonable suspicion.

Reasonable suspicion includes, but is not limited to:

1. The occurrence of an accident or incident that results in damage or loss of District property or injury to any employee;
2. Articulate observations of appearance, behavior, speech, or body odors;
3. Reports or complaints about use or impairment of/by alcohol, illegal/controlled substances from other employees or members of the public community.

Such observations, reports, or complaints must be immediately prior to, during, or immediately following the suspected employee's work schedule.

Employees who are required to operate a school bus for the purpose of transporting students shall be required to submit to a drug and alcohol test as part of the conditional offer of employment.
[See DHE (LEGAL) and DHE (REGULATION)]

Employees who are involved in a vehicle accident in a District-owned, -leased, or -rented vehicle shall be required to submit to a drug and alcohol test.

Any employee whose conduct is in violation of the District drug, alcohol, and controlled substance prohibitions of this policy shall be recommended for termination for any of the following violations;

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

1. Refusing or failing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or substituted specimen on an alcohol or controlled substance test.
3. Testing positive for alcohol at a concentration of 0.02 or greater in a post-accident, random or reasonable suspicion test.
4. Testing positive for controlled substances in a post-accident, random, or reasonable suspicion test.

REASONABLE
SUSPICION
SEARCHES

The District reserves the right to conduct searches when the District has reasonable ~~cause~~ suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

DEPARTMENT OF
TRANSPORTATION
(DOT) TESTING
PROGRAM

In accordance with DOT regulations, ~~The the~~ District ~~hereby establishes~~ shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses ~~and other District-owned vehicles as required by federal law~~. The primary purpose of the testing program is to deter misuse of alcohol and controlled substances and to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for insuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

DRUG-RELATED
VIOLATIONS

The following ~~conduct~~ constitutes ~~violation of District policy for which an employee will be terminated by the District, acting on its own authority [see DFBA]~~ drug-related violations under the DOT rules:

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or ~~drug~~ controlled substance test.
3. Testing positive for alcohol, at a concentration of 0.02 or ~~above~~ greater, in a post-accident, ~~random, or reasonable suspicion~~ test.
4. Testing positive for controlled substances in a post-accident, ~~random, or reasonable suspicion~~ test.
- ~~5. Testing positive for alcohol, at a concentration of 0.02 or above, in a random test.~~
- ~~6. Testing positive for controlled substances in a random test.~~
- ~~7. Testing positive for alcohol, at a concentration of 0.02 or above, in a reasonable suspicion test.~~
- ~~8. Testing positive for controlled substances in a reasonable suspicion test.~~

An employee who operates a commercial motor vehicle, including a bus and commits a drug-related DOT violation as defined above shall not be eligible for reinstatement as a driver.

ALCOHOL RESULTS
BETWEEN 0.02 AND
0.04

In accordance with DOT rules, a driver tested under this policy found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a positive test result for alcohol of 0.02 or greater, see the disciplinary consequences at DISTRICT –IMPOSED CONSEQUENCES, below.]

~~The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results, and to answer questions regarding materials furnished to drivers about this testing program. Employees subject to testing will be notified of the name of the designated official.~~

CONSORTIUM

~~With specific Board approval, the Superintendent may contract on behalf of the District with outside consultants and contractors and work with a consortium of other local governments to secure the testing services, educational materials, and other component elements needed for this program.~~

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

~~The District together with any outside consultants and contractors, shall be responsible for implementing, directing, administering, and managing the alcohol and controlled substances program within the U.S. Department of Transportation guidelines. The District shall serve as the principal contact with the laboratory and for collection activities in assuring the effective operation of the testing portion of the program.~~

REASONABLE
SUSPICION DOT
TESTING

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

RANDOM TESTING
DISTRICT-DEFINED
VIOLATIONS

~~The District shall conduct random testing for the use of alcohol and/or controlled substances in accordance with DHE(LEGAL).~~
An employee violates District policy if he or she tests positive for alcohol at a concentration of 0.02 or greater.

ACCIDENTS

~~A driver involved in any accident shall be required to submit to testing for alcohol or controlled substances.~~

CONSEQUENCES
OF POSITIVE TEST
RESULTS-DISTRICT-
IMPOSED
CONSEQUENCES

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances shall be subject to District-imposed discipline, ~~as determined by his or her supervisor, a discipline review committee, and/or the Superintendent.~~ Such discipline may include any appropriate action, ~~from~~ up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a non-driving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

~~ALCOHOL RESULTS
OF 0.02 OR GREATER~~

~~Based on the District's authority, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater is in violation of this policy for all purposes and subject to the penalties specified. [See DCD and DFBA]~~

**ACTION AGENDA ITEM
BOARD MEETING
May 14, 2019**

TOPIC: NOMINATION OF REPRESENTATIVE TO SERVE ON THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS

BACKGROUND:

The Fort Worth ISD currently has a representative in the large member position on the TASB Board of Directors Region 11, Position B. This representative did not seek re-election to the Fort Worth ISD Board of Education leaving the position vacant for one year beginning at the close of the 2019 TASA/TASB Convention and expiring after the 2020 Convention. Therefore, in order for the District to continue to have representation on the TASB Board of Directors, a representative must be nominated to complete the remaining year of the 3-year term.

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend four meetings of the Board each year with one of the meetings to be held at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as needed basis, normally in conjunction with a Board meeting. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

STRATEGIC GOAL:

2- Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Nomination of Representative to serve on the Texas Association of School Boards (TASB) Board of Directors
2. Decline to Approve Nomination of Representative to serve on the Texas Association of School Boards (TASB) Board of Directors
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Board Decision

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Districtwide

RATIONALE:

The District's representation on the TASB Board of Directors is of the utmost importance. The representative must understand processes and issues that come before the TASB Board of Directors for state and national policymakers.

INFORMATION SOURCE:

Kent P. Scribner
Karen Molinar
Jerry Moore



TASB NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

CANDIDATE MAILING ADDRESS: _____

CITY: _____ ZIP: _____

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____.
(Date)

Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME: _____

TITLE: _____

WILLINGNESS TO SERVE (To Be Completed By the Candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region _____, Position _____.

Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Must be received in the TASB Austin Headquarters on or before July 1, 2019.

RETURN TO: TASB, Inc.
Attn: Board and Management Services
P.O. Box 400
Austin, Texas 78767-0400
E-mail: lysa.hoelscher@tasb.org
FAX: 512.467.3554



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Serving Texas Schools Since 1949

Dear Board President, Superintendent, and Superintendent Secretary for Fort Worth ISD,

You are invited to nominate a trustee from your board for the Region 11, Position B, seat on the TASB Board. The position term is one year beginning at the close of the 2019 TASA/TASB Convention and expiring after the 2020 Convention.

The position is currently held by **Christene Moss**. **Moss has indicated that she will not be seeking reelection.** Please submit another nominee. *As this is a large district position, your local board's nomination will constitute a majority and will elect your nominee to the Board of Directors.*

A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

Nominations must be received in the TASB Headquarters no later than Monday, July 1, 2019. If you have questions, please contact Lysa Hoelscher at **800.580.8272, extension 2976**. More information is available on the [TASB Nominations](#) website.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools.

Sincerely,

Teresa Flores
Immediate Past President
TASB Nominations Committee Chair

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Candidate biographical sketch
- C. Candidate questionnaire

The completed materials must be received in TASB Headquarters no later than Monday, July 1, 2019. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received, contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

If you have questions or need further information, please contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

We appreciate your participation in this nomination process.

**Texas Association of School Boards
Board of Directors Nominations—Frequently Asked Questions**

1. *Who elects the TASB Board of Directors?*

The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA/TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

2. *Who makes up the Delegate Assembly?*

Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Legislative Advisory Council members on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

3. *What is an Active Member of TASB?*

Active Members are local public school boards and education service center boards that have paid current annual dues.

4. *What is the composition of the TASB Board?*

The 42-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

5. *What are the responsibilities of the TASB Board?*

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

6. *How are TASB Board positions determined, and why do some TASB Regions have more than one representative?*

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

- a. **Large District Members**—An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board. Currently, 10 districts qualify as large district members: Aldine ISD, Austin ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Houston ISD, Katy ISD, North East ISD, and Northside ISD-Bexar County.
- b. **Regional Members**—Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member.

7. *Does a TASB Director have to be a member of a local school board?*

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

8. *How do districts know when to nominate an individual for a position on the TASB Board?*

On or before April 30, the board president, superintendent and superintendent secretary of each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

9. *How does an Active Member nominate an individual?*

Active Members have until July 1 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed nominations forms, provided by the Association, are received in TASB Headquarters:

- (1) Form A, Active Member's Nomination and Willingness to Serve form
- (2) Form B, Candidate's Biographical Sketch
- (3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an e-mail acknowledging the candidacy, along with information regarding the interview with the TASB Nominations Committee.

10. Can an Active Member nominate more than one individual for a position?

No.

11. Can an individual be a candidate for more than one position?

No.

12. What is the endorsement period, and how does an Active Member endorse a nominated individual?

The endorsement period is open July 3–August 29 and is an opportunity for regions to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the Nominations Committee cannot accept endorsements acted on before July 3 or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received in TASB Headquarters on or before August 29.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA/TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

13. How can candidates contact Active Members in their TASB Regions for endorsements?

Upon request, TASB will provide a mailing list to candidates, at no charge.

14. How are vacancies on the TASB Board filled throughout the year?

The TASB Board can fill vacancies that occur during the year. The board president and superintendent of each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

15. What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven

committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, wealth per student, and other factors, such as gender and ethnicity.

The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting one or more candidates for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

16. *Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?*

The candidate's local board typically pays. This is not a TASB expense.

17. *Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?*

Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from his or her region, he or she may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by June 30, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

18. *When are Active Members notified of the official slate of Director and Officer nominees?*

The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 29 deadline for Director candidate endorsements and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

19. *What happens if a nominee is unable to serve?*

The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

20. *Can candidates in contested races campaign for Delegate votes?*

Yes, within certain limit, candidates in contested races can campaign for Delegate votes.

- a. *Distribution of Materials***—Candidates are permitted to place a one page biographical document on the Delegate tables prior to start of the Assembly.
- b. *Solicitation of Votes***—Candidates are prohibited from soliciting votes in the vicinity of the Delegate Assembly Hall and at the TASB Board meeting. Other than that, candidates are not prohibited from campaigning elsewhere.
- c. *Campaigning at the Delegate Assembly itself***—Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly hall, at the entrance to the hall, or on the floor of the Assembly.

21. *Will nominees be allowed to speak at the Delegate Assembly?*

Yes, speeches are allowed in contested races and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

22. *At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?*

All Delegates of the Assembly may cast a vote in each contested position.

23. *How are votes cast, tallied, and reported?*

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

24. *How is the Teller Committee selected?*

The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

25. How are the winners determined?

The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a run-off election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

26. When do the terms of newly elected Directors and Officers begin?

The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

27. When does the TASB Board meet?

The TASB Board meets four times a year (December, spring, summer, and Convention).

28. Who pays the Director's expenses to attend meetings?

In accordance with TASB Board Policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA/TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

29. Whom do I contact for more information?

Contact Lysa Hoelscher at 800.580.8272, extension 2976 or lysa.hoelscher@tasb.org.