

*Board of Education
Regular Meeting
August 7, 2018*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on August 7, 2018 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES**
3. **RECOGNITIONS**
 - A. Career & Technical Education (CTE) Students Who Placed in National Level Competitions
 - B. Fort Worth Housing Solutions
 - C. 2018-19 Principal Appointments
4. **ACTION AGENDA ITEMS**
 - A. Approve Naming the 8th Grade Wing after Jorge Mendoza at Kirkpatrick Middle School 5
 - B. Approve Naming the Auditorium after Leo Vaughns at Kirkpatrick Middle School 7
5. **LONE STAR GOVERNANCE**
 - A. College, Career and Military Readiness
6. **PUBLIC COMMENT**
7. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
8. **DISCUSSION OF AGENDA ITEMS**

9. CONSENT AGENDA ITEMS

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

| | |
|--|-----|
| A. Board of Education Meeting Minutes | |
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| B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More | |
| 1. Approve the Service Contract Between Fort Worth Independent School District and Legacy Partners International to Purchase the Renzulli Learning System User Licenses | 18 |
| 2. Approve the AVID College Readiness System Services and Products Agreement Between Fort Worth Independent School District and the AVID Center for the 2018-2019 Academic School Year | 36 |
| 3. Approve the Purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2018-2019 Academic School Year | 49 |
| 4. Approve Contract for Con Mi Madre | 72 |
| 5. Approve Phase V; Replenishment of Classroom and Auditorium Pianos | 87 |
| 6. Approve Musical Instrument Purchases for I.M. Terrell Academy for STEM & VPA Instrumental Music Programs | 95 |
| C. Approve the Student Fees and Replacement Charges for the 2018-2019 School Year | 102 |
| D. Approve Shared Service Agreement (SSA) with ESC Region XI for Instructional Services, Materials and Professional Development Training and Administration of Services for Private Nonprofit Schools Located within Fort Worth ISD Boundaries | 109 |
| E. Workforce Solution of Tarrant County Contract with Fort Worth ISD Office of Adult Education for the 2018-2019 Adult Education Program | 124 |
| F. Approve Memorandum of Understanding Between Mental Health Connection of Tarrant County and Fort Worth Independent School District for the Purpose of Supporting the Trust Based Relational Interventions Pilot | 179 |
| G. Approve the Memorandum of Understanding Between Fort Worth ISD and the Marriott Foundation for People with Disabilities and Bridges from School to Work | 183 |
| H. Approve First Reading - Revision to Board Policy DEC (LOCAL) | 195 |
| I. Approve Budget Increase for Bid Package 061 Trimble Technical High School and Daggett Elementary School (RFP 18-014) in the 2013 Capital Improvement Program | 204 |
| J. Approve Budget Increase for Bid Package 065 Diamond Hill-Jarvis High School (RFP 18-012) in the 2013 Capital Improvement Program | 207 |
| K. Approve Budget Amendment and Budget Increase for Bid Package 017 Tanglewood Elementary School J(RFP 15-036) for the 2013 Capital Improvement Program | 210 |
| L. Authorization to Enter into Contract for the Purchase of User Licenses for the Web-Based Computerized Project Information and Management System Used for the 2013 Capital Improvement Program | 216 |

- M. Approval of Plat at TEA 004 Diamond Hill-Jarvis High School for the 2013 Capital Improvement Program 219
- N. Approval of Plat at TEA 171 Tanglewood Relief Elementary School for the 2017 Capital Improvement Program 221

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

11. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Section 551.071)
- B. Texas Government Code Section 551.074. 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.
 - 1. Executive Director, Office of Innovation
 - 2. Executive Director, Federal Programs
 - 3. Executive Director, Equity and Excellence
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

13. ACCEPT CONSENT AGENDA

14. ACTION ITEMS

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

15. ACTION AGENDA ITEMS

- A. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Nomination of Representative to Serve on the Texas Association of School Boards (TASB) Board of Directors 223
- D. Approve Waiver to Board Policy EHBG (LOCAL) "Special Programs: Prekindergarten" 240

- E. Approve the Naming of I. M. Terrell Academy for STEM and VPA 242
- F. Approve the Letter of Intent to Establish a Partnership Between Fort Worth Independent School District and Tarrant County College District to Construct a New Young Men's Leadership Academy ("YMLA") 244

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

17. ADJOURN

**ACTION AGENDA ITEM
BOARD MEETING
AUGUST 7, 2018**

**TOPIC: APPROVE NAMING THE 8TH GRADE WING AFTER JORGE MENDOZA
AT KIRKPATRICK MIDDLE SCHOOL**

BACKGROUND:

Jorge Mendoza was the principal at Kirkpatrick Middle School for 18 years and was a Fort Worth ISD employee for 31 years. He started his career with Fort Worth ISD teaching 8th grade Social Studies at JP Elder Middle School. Mr. Mendoza continues his strong ties to the community even in retirement and he still continues to visit Kirkpatrick Middle School speaking at retirements and other events. Part of his strong ties to the community was his annual contribution to Cowtown Shoes for children. Mr. Mendoza hired many teachers and other staff members for Kirkpatrick Middle School who have continued their careers at Kirkpatrick Middle School, as well as other schools, and at the Administration Building. Mr. Mendoza is a great communicator and is easy-going with the district, staff, students, parents, and the community. His wife worked for the Fort Worth Police Department and together they held yearly crime prevention meetings at Kirkpatrick Middle School for the North Side community. Mr. Mendoza is well respected in the North Side community and students, parents, staff, and the community are always happy to see him when he is out and about working in the community.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve naming the 8th grade wing after Jorge Mendoza at Kirkpatrick Middle School.
2. Decline to Approve naming the 8th grade wing after Jorge Mendoza at Kirkpatrick Middle School.
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

Kirkpatrick Middle 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:

Jacinto “Cinto” Ramos, Jr., Fort Worth ISD Board of Trustees, District 1

**ACTION AGENDA ITEM
BOARD MEETING
AUGUST 7, 2018**

**TOPIC: APPROVE NAMING THE AUDITORIUM AFTER LEO VAUGHNS, JR.
AT KIRKPATRICK MIDDLE SCHOOL**

BACKGROUND:

Leo Vaughns, Jr. is currently the 8th grade ELA teacher at Kirkpatrick Middle School. He started teaching at Kirkpatrick Middle School in 1991 as the music teacher. Everyone in the Kirkpatrick and North Side Community knows Mr. Vaughns. He goes above and beyond to help the students at Kirkpatrick Middle School. When a student needs shoes, he buys them shoes; he works with the Fort Worth After School program, he produces all the school plays, he has rewritten the school anthem, and he is on the Kirkpatrick Walk. Many teachers today were students of his as well as many of the professionals who come to speak at Kirkpatrick Middle School Career Day. He is a curriculum writer for Fort Worth ISD and he began Wildcat Brothers at Kirkpatrick Middle School. Wildcat Brothers is a group of struggling male students that Mr. Vaughns took under his wing. Mr. Vaughns is the “unofficial” mascot of Kirkpatrick Middle School. Mr. Vaughns grew up in Fort Worth and recently completed his Master’s degree and principal certification at Texas Christian University. Mr. Vaughns is a valuable asset to Kirkpatrick Middle School and the North Side community and he brings students, parents, staff, and the community together.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve naming the auditorium after Leo Vaughns, Jr. at Kirkpatrick Middle School.
2. Decline to Approve naming the auditorium after Leo Vaughns, Jr. at Kirkpatrick Middle School.
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

Kirkpatrick Middle 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:

Jacinto “Cinto” Ramos, Jr., Fort Worth ISD Board of Trustees, District 1

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

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 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 Texas Code chapter 551 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:

Sammy Monge

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on July 17, 2018.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on July 12, 2018, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on July 12, 2018 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JULY 17, 2018

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 12, 2018 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on July 12, 2018.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

President Jackson called the meeting to order at 5:36 p.m.

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Christene Moss
Judy Needham
Norman Robbins
T.A. Sims

Absent: Ashley Paz
Jacinto Ramos
Ann Sutherland

The following administrators were present:

Dr. Kent Scribner, Superintendent
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Karen Molinar, Chief of Elementary Schools
Sammy Monge, Chief of Policy & Planning
Cynthia Rincon, Chief of Human Capital Management
Elsie Schiro, Chief of Business & Finance

2. PLEDGES

Clint Bond led in the pledges.

President Jackson recognized our State Board of Education trustee, Patricia Hardy, for District 11 was present.

3. REPORTS/PRESENTATIONS

A. Overview of Energy Management Program

Art Cavazos gave opening comments and turned the presentation over to Randy Hoff, Vice Chairman of Cenergistic.

It was stated efficiency improved with annual utility spending reduced from \$19.1M to \$16M.

4. PUBLIC COMMENT

Speakers:

Dorothea Salerno-Lucero

Mulikk Austin

Billy Moore

Heather Leaf

Amanda Coleman

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

The meeting was recessed at 6:10 p.m. and reconvened at 6:18 p.m.

6. DISCUSSION OF AGENDA ITEMS

Mr. Robbins had a question regarding Item 7.B.2 and requested a report on Learning Management System.

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

A. Board of Education Meeting Minutes

1. June 12, 2018 - Regular Meeting

2. June 26, 2018 - Regular Meeting

- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
1. Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2018-2019 School Year
 2. Approve Purchase of Learning Management System
 3. Approve a Proposal with NCS Pearson, Inc. to Renew the Review360 RTI/PBIS Solutions Software License and Implementation Services
 4. Approve the Renewal of Raptor Technologies, LLC Electronic Visitor Management System for District Campuses and Administrative Facilities
 5. Approve the Purchase of Student Uniforms for the Leadership Academies
 6. Approve Security Patrol Service Provider for District Campuses and Administrative Facilities
 7. Approve the Purchase of Armored Courier Services
 8. Approve Purchase of Cellular Hotspot Devices and Data Services for Issuance to Students
 9. Approve the Purchase of Dyslexia Training from Neuhaus Education Center
 10. Approve Purchase of 2018-2019 School Year Dual Credit Textbooks
 11. Approve the Ratification and Purchase of Weight Room Equipment for the District's Fourteen Comprehensive High Schools
- C. Approve the Update to the Pre-Existing Memorandum of Understanding Approved September 2017 with Reading Partners and Fort Worth Independent School District
- D. Approve Addition of Technology Services to the Other Existing Lease Agreement with Tarrant County College District for TABS at Trinity River Campus
- E. Approve the Memorandum of Understanding (MOU) Between the Fort Worth Independent School District (FWISD) and the Juvenile Justice Alternative Education Program (JJAEP) for the 2018-2019 School Year

- F. Approve the Contract Between the Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2018-2019 School Year
 - G. Approve the Ratification of Budget Transfer for the 2013 Capital Improvement Program (CIP) for Computer Equipment and Services for I.M. Terrell Academy for STEM and VPA
 - H. Approve Budget Amendment and Budget Increase for Bid Package 018 Wedgwood 6th Grade (RFP 15-063) in the 2013 Capital Improvement Program
 - I. Approve Budget Amendment and Budget Increase for Bid Package 028 Morningside Middle School (RFP 18-019) in the 2013 Capital Improvement Program
 - J. Authorization to Enter into Contracts for Construction Materials Testing Services for the 2017 Capital Improvement Program
 - K. Approval of the 2017 Capital Improvement Program Budget
8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
9. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
- A. Seek the Advice of Attorneys (Section 551.071)
 - B. Texas Government Code Section 551.074. 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 Employees in the Best Interest of the District
 - 1. Superintendent's Formative Evaluation
 - 2. Discussion of Internal Auditor's Summative Evaluation
 - 3. Senior Budget and Finance Officer
 - C. Security Implementation (Section 551.076)
 - D. Real Property (Section 551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:35 p.m.

11. ACCEPT CONSENT AGENDA

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve CONSENT AGENDA.

The motion was unanimously approved.

12. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Judy Needham, seconded by T.A. Sims, to approve the Appointment of Senior Budget and Finance Officer as Discussed in Closed Session.

The motion was unanimously approved.

13. ACTION AGENDA ITEMS

No action was required on Items A., B. and C.

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

B. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

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

There were no comments.

15. ADJOURN

The meeting was adjourned at 7:40 p.m.

/s/ Faye Daniels
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE THE SERVICE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND LEGACY PARTNERS INTERNATIONAL TO PURCHASE THE RENZULLI LEARNING SYSTEM USER LICENSES

BACKGROUND:

Renzulli Learning is a web-based learning system that is integrated into the gifted differentiation component of the curriculum framework as a supplementary resource. This is a renewal of a contract for services that we have been using since 2006. Renzulli Learning assists in the development of students' personal and academic strengths in order to increase engagement and ultimately close achievement gaps. Accessible to all teachers, it enables them to maximize resources to take advantage of Renzulli Learning's web-based, cross-curricular offerings. Teacher productivity is increased and their ability to use more resources with diverse student populations increases students' self-direction.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Service Contract between Fort Worth Independent School District and Legacy Partners International to purchase the Renzulli Learning System User Licenses
2. Decline to Approve the Service Contract between the Renzulli Learning System User Licenses
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Service Contract between Fort Worth Independent School District and Legacy Partners International to purchase the Renzulli Learning System User Licenses

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-0WB-XXX-21-378-000000

COST:

\$142,520.00

VENDOR:

Legacy Partners International

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. A completed sole source affidavit 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 schools

RATIONALE:

For more than 40 years, Dr. Joseph Renzulli and Dr. Sally Reis of the University of Connecticut's Neag School of Education and the National Research Center for the Gifted and Talented have engaged in the research and development of enrichment teaching and learning theories and models. Based on this research, they have developed learning materials to promote high levels of achievement, motivation, creativity and student engagement. Their findings demonstrate that students achieve at higher levels when they pursue topics and activities of personal interest and that the enrichment can be provided to all students through the use of technology. Student achievement improves when enrichment opportunities, resources, and encouragement are provided and the general curriculum is differentiated for the individual student.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Michael Calder

Fort Worth Independent School District Sole Source Affidavit



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

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

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

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

PLEASE COMPLETE THIS BOX

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

[Signature] see attached letter

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

Company LPI Learning / Rosenthal Learning (Legacy Partners International)

Address 15 Old Farm Road

City, State, Zip Code Woodbridge, CT 06525

Telephone No. 203-285-6767 Fax No. 203-200-7011

Email Address mdimaura@lpilearning.org

Authorized Signature *[Signature]*

Title VP Academic Affairs

SUBSCRIBED AND SWORN to before me on this 19th day of July, 2018

Notary Public, State of Kansas

[Signature]

Signature Tonya K Penny

Printed Name Tonya K Penny

Date Commission Expires 10-09-19



(Seal)

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



837 Whalley Avenue
New Haven, Connecticut 06515, USA

(800) 459-9912 / +1 (203) 285 6767
www.lpilearning.org

July 1, 2018

To whom it may concern:

This letter is to introduce you to Legacy Partners International (LPI Learning) and the Renzulli Learning System.

LPI Learning, Inc. a Connecticut corporation, is the sole source vendor in the United States for the Renzulli Learning curriculum, assessment and tools as well as Renzulli Learning Systems. A list of all the Renzulli (formerly GoQuest) products is below.

These software/services are now owned, developed, and published as a package exclusively by LPI Learning headquartered in New Haven, Connecticut. Our EIN is 47-2235040.

The Renzulli software/services meet the SEA/LEA scientifically-based assessment, curriculum, management and reporting obligations under NCLB especially for Title I and Title III designated students.

LPI Learning is the copyright proprietor of these items and offers the copyrighted materials of third parties under license. Renzulli Learning is a turnkey system which includes courseware and teacher training/professional development.

For additional information, please contact LPI Learning at 1-800-459-9912 / +1-203-285-6767 or please visit our website at www.lpilearning.org.

**Sincerely,
LPI Learning, Inc.**

**Michael N. DiMauro, CEO
LPI Learning, Inc**

Sole Source Renzulli Products:

Renzulli Learning System; Renzulli Profiler™; Renzulli Enrichment Resource Search; Renzulli Learning Wizard Project Maker; Renzulli Learning PSP®; Renzulli Differentiation Engine™; Renzulli Lesson Library®; Renzulli Score Booster®; Renzulli Next-Book®

837 Whalley Avenue
 New Haven, CT 06515
 +1 203.680.8301

Quote Date: 1/24/2018
 Quote #: 06U19A0000V3
 Account: Fort Worth Independent School District
 Prepared For: Tyler Dean
 Quote Year: Academic Year 2018-19

| Product | Unit Price | Quantity | Total Price |
|---------------------------------------|------------|----------|---------------------|
| Renzulli Learning System User License | \$7.13 | 20,000 | \$142,520.00 |
| Total | | | \$142,520.00 |

Accepted By:

| | |
|------------|--------------|
| Signature | Date |
| Print Name | Phone Number |

Infrastructure - The services are supported by commercially reasonable redundant infrastructure including:

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies.
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems.
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches.
- Hardware and software redundancy in support of virtualized and physical servers, and
- Storage solutions that provide redundant back-end data storage.
- Renzulli Learning maintains a disaster recovery site where licensee's data is replicated on a regular basis.

Technical Change Management - Renzulli Learning maintains change management system to ensure review and controlled implementation of changes that Renzulli Learning may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Renzulli Learning infrastructure.

Security & Privacy - Renzulli Learning takes great care to protect non-public information provided to us by our customers. Renzulli Learning may have access to non-public information from multiple sources that include:

- Directly from use of one of Renzulli Learning hosted applications
- Directly from a customer's designated service representative or indirectly via batch data transfers
- In the course of transactional activities as information is updated or processed by a Renzulli Learning hosted application, or through data maintenance activities
- Other sources as defined by one of our solutions

Renzulli Learning has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies** - We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization** - Renzulli Learning management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management** - All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices** - In the US, Renzulli Learning conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave, a formal process is established to remove their physical and virtual access to the Renzulli Learning infrastructure.
- **Physical and Environmental Security** - Renzulli Learning places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Communication and Operations Management** - Renzulli Learning has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Renzulli Learning own policies and procedures regarding the protection of confidential information.

CONSULTANT SERVICE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

Individual/Business Name: Legacy Partners International

Business Address: 15 Old Farm Rd.

City/State/Zip Code: Woodbridge, CT 06525

1. SERVICES

1.1 Consultant will perform personally, in a manner satisfactory to the District, the following professional services (if Consultant's proposal or Scope of Work has been provided, attach as Exhibit "A"):
Renzulli Learning System User License

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

2. TERM

2.1 The period of performance under this contract will be from August 1, 2018 or date of execution, whichever is later, through July 31, 2019 unless terminated at an earlier date as provided herein or extended by amendment to this contract.

3. COMPENSATION

3.1 As full compensation for the services provided, District will make payment upon satisfactory completion of services in an amount **NOT TO EXCEED** \$ \$142,520.00 inclusive of all fees **and** allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms (check one of the applicable boxes):

FIXED FEE of \$ \$142,520.00 for all services performed plus reimbursable expenses of \$ 0 (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$ \$142,520.00. **OR**

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

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

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

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

4. **INDEMNIFICATION**

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

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

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

This section shall survive the termination of this Agreement.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

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

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

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

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

7. MISCELLANEOUS

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

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

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

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

(1) To District:

Fort Worth Independent School District

Name of District Contact: Michael Calder

Address: Advanced Academic Services
100 N. University Dr., NE 226

(2) With Copies to:

Fort Worth Independent School District

Office of Legal Services

Attn: Chief Legal Counsel

100 N. University Dr., Ste. SW 172

Fort Worth, Texas 76107

(3) To Consultant:

Vendor Company Name: Legacy Partners International

Name of Vendor Contact: Brian E Davis

Address: 15 Old Farm Rd

Woodbridge, CT 06525

SPECIAL CONDITIONS

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

ELECTRONIC SIGNATURE

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

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

FOR DISTRICT:

Signed: _____
Name: _____
Title: _____
Date: **July 12, 2018**
Req. # _____

FOR CONSULTANT:

Signed: _____
Name: _____
Title: _____
Date: _____

APPROVED: (required over \$25,000)

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

Business Organization: (check one)

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

**APPROVED AS TO FORM:
(required at \$10,000 and above)**

Signed: _____
Legal Counsel for the District
Date: _____

(Social Security/Employer ID Number)

ATTACHMENT A – SPECIAL CONDITIONS

I. Standards for Financial and Programmatic Management

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

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

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

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

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

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

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

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

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

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

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

II. Insurance

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

a. Commercial General Liability Insurance

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

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

b. Automobile Liability Insurance

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

c. Workers' Compensation/Employers' Liability

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

d. Professional Liability Insurance

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

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

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

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

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

III. Student Records

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

IV. Criminal Background Check

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

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

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

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

V. Accident and Incident Reporting

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

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

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

VI. Inappropriate Behavior

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

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

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

VII. Applicable Laws

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

Fort Worth Independent School District Sole Source Affidavit



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

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

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

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

PLEASE COMPLETE THIS BOX

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

Stella - see attached letter

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

Company LPI Learning / Renaissance Learning (Legacy Partners International)

Address 15 Old Farm Road

City, State, Zip Code Woodbridge, CT 06525

Telephone No. 203-255-6767 Fax No. 203-200-7011

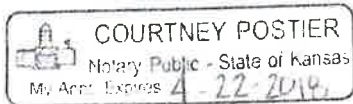
Email Address mdimango@lpilearning.org

Authorized Signature *[Signature]*

Title V.P. Academic Affairs

SUBSCRIBED AND SWORN to before me on this 30 day of May, 2017

Notary Public, State of Kansas



(Seal)

Courtney Postier
Signature
Courtney Postier
Printed Name
April 22, 2019
Date Commission Expires

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

July 12, 2017

To whom it may concern:

LPI Learning, Inc. a Connecticut corporation, is the sole source vendor in the United States for the Renzulli Learning curriculum, assessment and tools as well as Renzulli Learning Systems. A list of all the Renzulli products is below.

These software/services are now owned, developed, and published as a package exclusively by LPI Learning headquartered in New Haven, Connecticut. **Our EIN is 47-2235040.**

The Renzulli software/services meet the SEA/LEA scientifically-based assessment, curriculum, management and reporting obligations under NCLB especially for Title I and Title III designated students.

LPI Learning is the copyright proprietor of these items and offers the copyrighted materials of third parties under license. Renzulli Learning is a turnkey system which includes courseware and teacher training/professional development.

For additional information, please contact LPI Learning at 1-800-459-9912 / +1-203-285-6767 or please visit our website at www.lpilearning.org.

Sincerely,
LPI Learning, Inc.



Michael N. DiMauro, CEO
LPI Learning, Inc

Sole Source Renzulli Products:

Renzulli Learning System; Renzulli Profiler™; Renzulli Enrichment Resource Search; Renzulli Learning Wizard Project Maker; Renzulli Learning PSP®; Renzulli Differentiation Engine™; Renzulli Lesson Library®; Renzulli Score Booster®; Renzulli Next-Book®

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE AVID CENTER FOR THE 2018-2019 ACADEMIC SCHOOL YEAR

BACKGROUND:

AVID is a school-wide college-readiness system designed to ensure that all students complete a study path which will (a) provide college-career readiness for AVID students, and (b) increase the achievement level of all students. The focus of the AVID class is primarily to support students who would be first-generation-college students. Additionally, all students who use the AVID strategies in their classes achieve at a higher level. AVID is currently in its 17th year in the Fort Worth ISD.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve The AVID College Readiness System Services and Products Agreement between Fort Worth Independent School District and the AVID Center for the 2018-2019 Academic School Year.
2. Decline to Approve The AVID College Readiness System Services and Products Agreement between Fort Worth Independent School District and the AVID Center for the 2018-2019 Academic School Year.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The AVID College Readiness System Services and Products Agreement between Fort Worth Independent School District and the AVID Center for the 2018-2019 Academic School Year.

FUNDING SOURCE

Additional Details

| | | |
|--------------|-----------------------------------|-------------|
| General Fund | 199-11-6299-0WV-XXX-24-378-000000 | \$82,124.00 |
| | 199-12-6329-0WV-XXX-24-378-000000 | \$14,306.00 |
| | 199-13-6411-0WV-XXX-24-378-000000 | \$14,299.00 |

COST:

\$110,729.00

VENDOR:

AVID Center

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code, Subchapter B., section 44.031(i) regarding school district purchases available from only one source. A sole source affidavit 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

Existing Sites:

Amon Carter-Riverside HS
Arlington Heights HS
Benbrook MS/HS
Diamond Hill-Jarvis HS
Eastern Hills HS
Green B. Trimble Technical HS
Marine Creek Early College HS
North Side HS
Oscar Dean Wyatt HS
Paul Laurence Dunbar HS
Polytechnic HS
R.L. Paschal HS
South Hills HS
Southwest HS
Tarrant County College South/Fort Worth ISD Collegiate HS
Daggett MS
Forest Oak MS
Handley MS
Jacquet MS
J.P. Elder MS
Meadowbrook MS
Riverside MS
Rosemont MS
Meacham MS
Monnig MS
Moringside MS
Stripling MS

New Sites (Fall 2018):

Western Hills HS
Carter Park ES

RATIONALE:

This program increases the number of minority and first generation college-bound students who will be prepared to succeed in college and who will enroll in four-year universities. This is a national program. Strengths include providing support, tutoring, college planning and time-management training to students in the academic middle (2.5-3.5 GPA) who desire to go to college. AVID has a close partnership with College Board and school-wide metrics that correlate with the college readiness pathways (rediStep, PSAT, SAT) of the College Board. The addition of Western Hills HS ensures that we have AVID available for students at all of our comprehensive high schools. Carter Park ES was added as a pilot program to explore the AVID elementary program. Startup costs (training, materials, and fees) for Carter Park ES and Western Hills HS were paid using Title IV.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Brenda Raymond

AVID Center Quote



Quote #: Q-00239
 Ft Worth Ind School District
 100 N University Dr
 Fort Worth, TX 76107
 Quote Prepared For:
 Fort Worth Independent School District

AVID Representative: Amy Chapman
 Phone: (972) 591-2518
 Email: achapman@avid.org

Reg. 11900621

| TCC South-Fwisd Collegiate HS | | | | |
|---|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| TCC South-Fwisd Collegiate HS SUBTOTAL: | | | | \$3,109.00 |

| J P Elder Middle School | | | | |
|-----------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| J P Elder Middle School SUBTOTAL: | | | | \$3,109.00 |

| W C Stripling Middle School | | | | |
|---------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| W C Stripling Middle School SUBTOTAL: | | | | \$3,109.00 |

| Benbrook Middle High School | | | | |
|---------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Benbrook Middle High School SUBTOTAL: | | | | \$3,109.00 |

| E M Daggett Middle School | | | | |
|-------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| E M Daggett Middle School SUBTOTAL: | | | | \$3,109.00 |

| Forest Oak Middle School | | | | |
|------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Forest Oak Middle School SUBTOTAL: | | | | \$3,109.00 |

| J Martin Jacquet Middle School | | | | |
|--|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| J Martin Jacquet Middle School SUBTOTAL: | | | | \$3,109.00 |

| O D Wyatt High School | | | | |
|---------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| O D Wyatt High School SUBTOTAL: | | | | \$3,109.00 |

| Amon Carter-Riverside High Sch | | | | |
|--|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Amon Carter-Riverside High Sch SUBTOTAL: | | | | \$3,109.00 |

| Polytechnic High School | | | | |
|-------------------------|--------------|------------|----------|----------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |

| | | | | |
|-----------------------------------|--------------------------------|------------|--------|-------------------|
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Polytechnic High School SUBTOTAL: | | | | \$3,109.00 |

| Riverside Middle School | | | | |
|-----------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Riverside Middle School SUBTOTAL: | | | | \$3,109.00 |

| Morningside Middle School | | | | |
|-------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Morningside Middle School SUBTOTAL: | | | | \$3,109.00 |

| Marine Creek Collegiate HS | | | | |
|--------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Marine Creek Collegiate HS SUBTOTAL: | | | | \$3,109.00 |

| Arlington Heights High School | | | | |
|---|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Arlington Heights High School SUBTOTAL: | | | | \$3,109.00 |

| Diamond Hill-Jarvis High Sch | | | | |
|------------------------------|--------------------------------|------------|----------|----------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |

| | |
|--|-------------------|
| Diamond Hill-Jarvis High Sch SUBTOTAL: | \$3,109.00 |
|--|-------------------|

| Paul Laurence Dunbar High Sch | | | | |
|---|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Paul Laurence Dunbar High Sch SUBTOTAL: | | | | \$3,109.00 |

| Eastern Hills High School | | | | |
|-------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Eastern Hills High School SUBTOTAL: | | | | \$3,109.00 |

| R L Paschal High School | | | | |
|-----------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| R L Paschal High School SUBTOTAL: | | | | \$3,109.00 |

| South Hills High School | | | | |
|-----------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| South Hills High School SUBTOTAL: | | | | \$3,109.00 |

| Southwest High School | | | | |
|---------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Southwest High School SUBTOTAL: | | | | \$3,109.00 |

| Green B Trimble Tech High Sch | | | | |
|---|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Green B Trimble Tech High Sch SUBTOTAL: | | | | \$3,109.00 |

| Handley Middle School | | | | |
|---------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Handley Middle School SUBTOTAL: | | | | \$3,109.00 |

| W A Meacham Middle School | | | | |
|-------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| W A Meacham Middle School SUBTOTAL: | | | | \$3,109.00 |

| Meadowbrook Middle School | | | | |
|-------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Meadowbrook Middle School SUBTOTAL: | | | | \$3,109.00 |

| William Monnig Middle School | | | | |
|--|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| William Monnig Middle School SUBTOTAL: | | | | \$3,109.00 |

| Rosemont Middle School | | | | |
|------------------------|--------------|------------|----------|----------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |

| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
|----------------------------------|--------------------------------|------------|----------|-------------------|
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Rosemont Middle School SUBTOTAL: | | | | \$3,109.00 |

| Wedgwood Middle School | | | | |
|----------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Wedgwood Middle School SUBTOTAL: | | | | \$3,109.00 |

| Jean McClung Middle School | | | | |
|--------------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| Jean McClung Middle School SUBTOTAL: | | | | \$3,109.00 |

| North Side High School | | | | |
|----------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$440.00 |
| North Side High School SUBTOTAL: | | | | \$3,109.00 |

| Carter Park Elementary School | | | | |
|---|---|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Elementary School | \$2,925.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Weekly Elementary | \$550.00 | \$0.00 | \$0.00 |
| 1 | Elementary Curriculum Set | \$875.00 | \$0.00 | \$875.00 |
| 1 | Shipping & Handling | \$75.00 | \$0.00 | \$75.00 |
| 1 | Elementary Digital Library Set - 4 Licenses | \$300.00 | \$0.00 | \$0.00 |
| 4 | AVID Summer Institute Registration Fee | \$870.00 | \$300.00 | \$3,180.00 |
| Carter Park Elementary School SUBTOTAL: | | | | \$6,799.00 |

| Western Hills High School | | | | |
|---------------------------|--|--|--|--|
|---------------------------|--|--|--|--|

| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
|-------------------------------------|--|------------|----------|--------------------|
| 1 | AVID Membership Fees Secondary | \$3,899.00 | \$0.00 | \$2,669.00 |
| 1 | AVID Secondary Library Package | \$4,590.00 | \$0.00 | \$4,590.00 |
| 1 | Shipping & Handling | \$150.00 | \$0.00 | \$150.00 |
| 1 | Secondary Digital Library Set - 8 Licenses | \$750.00 | \$0.00 | \$0.00 |
| 1 | AVID Weekly Secondary | \$550.00 | \$0.00 | \$0.00 |
| 8 | AVID Summer Institute Registration Fee | \$870.00 | \$600.00 | \$6,360.00 |
| Western Hills High School SUBTOTAL: | | | | \$13,769.00 |

| | | | |
|---------------|--|--|---------------------|
| TOTAL: | | | \$110,729.00 |
|---------------|--|--|---------------------|

Additional Comments:

N/A

Fort Worth Independent School District Sole Source Affidavit



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

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

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

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

PLEASE COMPLETE THIS BOX

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

College Readiness System and Products

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

Company AVID Center

Address 9797 Aero Drive Suite 100

City, State, Zip Code San Diego, CA 92123

Telephone No. 858-380-4800 Fax No. 800-915-10897

Email Address Contracts@avid.org

Authorized Signature [Signature]

Title Controller

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20_____

Notary Public, State of _____

Signature _____

Printed Name _____

Date Commission Expires _____

(Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On 6/13/18 before me, Michael Johnson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David S. Greulich
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Sole Source Document Date: 6/13/18
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: David S. Greulich
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Controller
Signer Is Representing: AVID Center

~~Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____~~

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE THE PURCHASE OF THE COLLEGE BOARD SAT SCHOOL DAY, PSAT/NMSQT AND PSAT 8 COLLEGE READINESS ASSESSMENT TESTING MATERIALS FOR THE 2018-2019 ACADEMIC SCHOOL YEAR

BACKGROUND:

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

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of The College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2018-2019 academic school year
2. Decline to Approve the purchase of The College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2018-2019 academic school year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of the College Board SAT School Day, PSAT/NMSQT and PSAT 8 College Readiness Assessment Testing Materials for the 2018-19 academic school year

FUNDING SOURCE

Additional Details

General Fund

199-31-6339-OWS-999-21-378-000000

COST:

\$303,796.00

VENDOR:

The College Board

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

8th Grade Students-PSAT 8

10th and 11th Grade Students-PSAT/NMSQT

11th Grade Students-SAT School Day

RATIONALE:

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

INFORMATION SOURCE:

Charles Carroll
David Saenz
Brenda Carter

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00022248**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this **June 4, 2018** ("**Effective Date**"), by and between Fort Worth Independent School District ("**Client**") and the College Board (the "**College Board**").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "**Deliverables**") in accordance with the applicable schedules, which outline the Deliverables hereunder ("**Schedule**"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 01, 2018 and, unless sooner terminated as provided herein, will expire on June 30, 2019 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2018-2019 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 **Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 **College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 **College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 **Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "**Damages**") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 **Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 **Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Kent Paredes Scribner
Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, TX 76107
Tel: (817) 814-1900
Email: kent.scribner@fwisd.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement (“**Client Purchase Order**”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

THE COLLEGE BOARD

Signature

Signature

Name

Name

Title

Title

Date

Date



Jeremy Singer

Chief Operating Officer

6/4/2018

APPROVED: (Required over \$25,000.00)

Dr. Kent Scribner
Superintendent of Schools
Date: _____

**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT^{®1} assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools):

1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools cannot be made after **September 7, 2018**. Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in **Section I** (Background), including all copyrights, trademarks³, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively '**College Board Intellectual Property**'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.
2. **PSAT/NMSQT Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.
3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('**Confidential Information**'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.
4. **PSAT/NMSQT Assessment Administration.** The test shall be administered on **October 10, 2018**. The alternate test administration is on **October 24, 2018**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Coordinator Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

IV. LIST OF PARTICIPATING SCHOOLS

| DISTRICT NAME | SCHOOL NAME | SCHOOL CODE |
|--|---|-------------|
| Fort Worth Independent School District | Amon Carter-Riverside High School | 442500 |
| Fort Worth Independent School District | Arlington Heights High School | 442505 |
| Fort Worth Independent School District | Benbrook Middle-High School | 440597 |
| Fort Worth Independent School District | Diamond Hill-Jarvis High School | 442515 |
| Fort Worth Independent School District | Dunbar High School | 442516 |
| Fort Worth Independent School District | Eastern Hills High School | 442518 |
| Fort Worth Independent School District | Green B Trimble Technical High School | 442570 |
| Fort Worth Independent School District | Marine Creek Collegiate High School | 442609 |
| Fort Worth Independent School District | North Side High School | 442545 |
| Fort Worth Independent School District | O D Wyatt Senior High School | 442548 |
| Fort Worth Independent School District | Polytechnic High School | 442555 |
| Fort Worth Independent School District | Robert L Paschal High School | 442560 |
| Fort Worth Independent School District | South Hills High School | 442501 |
| Fort Worth Independent School District | Southwest High School | 442565 |
| Fort Worth Independent School District | Success High School | 442561 |
| Fort Worth Independent School District | Tarrant County College South / FWISD Collegiate High School | 442616 |
| Fort Worth Independent School District | Texas Academy Of Biomedical Sciences | 442492 |
| Fort Worth Independent School District | Western Hills High School | 442575 |
| Fort Worth Independent School District | World Languages Institute | 449936 |
| Fort Worth Independent School District | Young Mens Leadership Academy | 442617 |
| Fort Worth Independent School District | Young Womens Leadership Academy | 442489 |

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and

Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools² to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

| Free and Reduced Price Lunch (FRPL) Percentage | PSAT/NMSQT and two other Suite assessments | PSAT/NMSQT and one other Suite assessment <u>OR</u> PSAT/NMSQT and more than one grade tested |
|--|--|---|
| ≥ 0% and <50% | \$12.00 | \$13.00 |
| ≥ 50% and < 75% | \$11.00 | \$12.50 |
| ≥ 75% | \$10.00 | \$12.00 |

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2018**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$16.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

² The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam, as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools).

1. School and Student Deliverables:

- a. PSAT 8/9 test materials (test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- f. School online access to AP Potential™ for students in 9th grade.
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Required Information. The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools must be made no later than **one month prior to Client's selected administration date**. Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under Section II (Deliverables).

III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. The College Board is the exclusive owner of all rights in and to the PSAT 8/9 assessment, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

2. PSAT 8/9 Student Reports. The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide

training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets.

5. **PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2018 and March 2019, and its second testing date in April 2019. The Client has agreed to administer the PSAT 8/9 to the following Participating Grade(s) during testing period noted below:

| Participating Grade(s) | Testing Period |
|------------------------|-----------------------------|
| 8 th | Sep 24, 2018 - Jan 25, 2019 |

IV. LIST OF PARTICIPATING SCHOOLS

| DISTRICT NAME | SCHOOL NAME | SCHOOL CODE |
|--|-----------------------------|-------------|
| Fort Worth Independent School District | Applied Learning Academy | 449517 |
| Fort Worth Independent School District | Benbrook Middle-High School | 440597 |
| Fort Worth Independent School District | Como Montessori School | 449579 |
| Fort Worth Independent School District | Daggett Montessori School | 449578 |
| Fort Worth Independent School District | E M Daggett Middle School | 449569 |
| Fort Worth Independent School District | Forest Oak Middle School | 449570 |
| Fort Worth Independent School District | Handley Middle School | 449571 |
| Fort Worth Independent School District | J P Elder Middle School | 449145 |
| Fort Worth Independent School District | Jacquet Middle School | 449449 |
| Fort Worth Independent School District | Kirkpatrick Middle School | 449573 |
| Fort Worth Independent School District | Leonard Middle School | 449081 |
| Fort Worth Independent School District | McClung Middle School | 449580 |

| | | |
|--|---------------------------------|--------|
| Fort Worth Independent School District | Meadowbrook Middle School | 449574 |
| Fort Worth Independent School District | Morningside Middle School | 449572 |
| Fort Worth Independent School District | Riverside Middle School | 449576 |
| Fort Worth Independent School District | Rosemont Middle School | 449143 |
| Fort Worth Independent School District | W A Meacham Middle School | 449144 |
| Fort Worth Independent School District | W C Stripling Middle School | 449577 |
| Fort Worth Independent School District | W P McLean Middle School | 449146 |
| Fort Worth Independent School District | Wedgwood Middle School | 449854 |
| Fort Worth Independent School District | William James Middle School | 449079 |
| Fort Worth Independent School District | William Monnig Middle School | 449519 |
| Fort Worth Independent School District | World Languages Institute | 449936 |
| Fort Worth Independent School District | Young Mens Leadership Academy | 442617 |
| Fort Worth Independent School District | Young Womens Leadership Academy | 442489 |

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of the Client, and the product(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

| Free and Reduced Price Lunch (FRPL) Percentage | PSAT 8/9 and two other Suite assessments | PSAT 8/9 and one other Suite assessment OR PSAT 8/9 and more than one grade tested |
|--|--|--|
| ≥ 0% and <50% | \$8.00 | \$8.50 |
| ≥ 50% and < 75% | \$7.00 | \$8.00 |
| ≥ 75% | \$6.00 | \$7.00 |

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

³ The College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2018**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$11.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 assessment.

4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by the Client in Section IV (List of 'Participating Schools').

1. **School and Student Deliverables:**
 - a. SAT test materials (test booklets)
 - b. Student Online Score Report, delivered via the College Board website
 - c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - e. Materials to support test administration (copies sent to schools)
2. **Client Deliverables:**
 - a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.

4. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
5. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of participating schools must be submitted by the deadline as noted below. Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

| Administration Date | Deadline to submit changes |
|---------------------|----------------------------|
| March 6, 2019 | February 1, 2019 |

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any participating school where any Designated Personnel fail to complete such training prior to the scheduled test administration.

7. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**

8. **SAT School Day Customer Service for Educators:**

The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

SAT Data License

1. **SAT Data and Reporting.** For the April 9, 2019 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.
- 1.1 The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.

- 1.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
- 1.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.
- 2. The College Board License Grant and Terms of Use:**
 - 2.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
 - 2.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
- 3. Ownership of the Data:**
 - 3.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
 - 3.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.
- 4. Client License Grant and Terms of Use:**
 - 4.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
 - 4.2 The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

SAT Administration

- 1. **SAT Test Dates and Participating Grade.** The Client has agreed to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

| Participating Grade(s) | Primary Test Date | Makeup Test Date |
|------------------------|-------------------|------------------|
| 11 | March 06, 2019 | |

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 23, 2019 Primary Test Date.

- 2. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.

IV. LIST OF PARTICIPATING SCHOOLS

| DISTRICT NAME | SCHOOL NAME | SCHOOL CODE | ADMINISTRATION |
|----------------|---|-------------|-------------------------------|
| Fort Worth ISD | Amon Carter-Riverside High School | 442500 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Arlington Heights High School | 442505 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Benbrook Middle-High School | 440597 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Diamond Hill-Jarvis High School | 442515 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Dunbar High School | 442516 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Eastern Hills High School | 442518 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Green B Trimble Technical High School | 442570 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Marine Creek Collegiate High School | 442609 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | North Side High School | 442545 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | O D Wyatt Senior High School | 442548 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Polytechnic High School | 442555 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Polytechnic High School- Finance and Communication Program | 442525 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Robert L Paschal High School | 442560 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | South Hills High School | 442501 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Southwest High School | 442565 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Tarrant County College South / FWISD Collegiate High School | 442616 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Texas Academy Of Biomedical Sciences | 442492 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Western Hills High School | 442575 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | World Languages Institute | 449936 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Young Mens Leadership Academy | 442617 | SAT School Day: March 6, 2019 |
| Fort Worth ISD | Young Womens Leadership Academy | 442489 | SAT School Day: March 6, 2019 |

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

- Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

| Free and Reduced Price Lunch (FRPL) Percentage | SAT and two other Suite assessments | | SAT and one other Suite assessment <u>OR</u> SAT and more than one grade tested | |
|--|-------------------------------------|-------------------|---|-------------------|
| | SAT With Essay | SAT Without Essay | SAT With Essay | SAT Without Essay |
| ≥0% and <50% | \$42.00 | \$31.00 | \$45.50 | \$34.00 |
| ≥50% and <75% | \$38.00 | \$28.00 | \$43.50 | \$33.00 |
| ≥75% | \$34.00 | \$25.00 | \$41.50 | \$31.00 |

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust enrollment as follows:

| Administration Date | Deadline to submit updated enrollment |
|---------------------|---------------------------------------|
| March 6, 2019 | February 1, 2019 |

- Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the Client must promptly provide the College Board with the adjusted

enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

3. **Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test book and will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

| | Primary ⁴ | Data Recipient ⁵ | Billing ⁶ | Bulk Registration (optional) ⁷ |
|-----------------|----------------------------------|--|--|---|
| Name: | Brenda Carter | Sara Arispe | David Saenz | Brenda Carter |
| Title: | District High School Coordinator | Director of Institutional Research | Executive Director | District High School Coordinator |
| Address: | 100 N. University Suite NE 226 | 100 North University Drive Suite NE226 | 100 North University Drive Suite NE226 | 100 N. University Suite NE 226 |
| City/State/Zip: | Fort Worth, TX 76107-1360 | Fort Worth, TX 76107 | Fort Worth, TX 76107-1360 | Fort Worth, TX 76107-1360 |
| Phone: | 8178142591 | 8178712422 | (817) 814-2580 | 8178142591 |
| Email: | brenda.carter@fwisd.org | sara.arispe@fwisd.org | david.saenz@fwisd.org | brenda.carter@fwisd.org |

⁴ This is the person to whom the College Board should direct primary communications.

⁵ This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁶ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Budget Schedule

| Product Name | Start Date | End Date | Quantity | Unit Price | Cost | Discount | Total Cost |
|---|--------------|---------------|----------|------------|--------------|--------------|--------------|
| PSAT/NMSQT EPP Fixed-Fee - 11th Grade | July 1, 2018 | June 30, 2019 | 5632 | \$16.00 | \$90,112.00 | \$33,792.00 | \$56,320.00 |
| PSAT 8/9 EPP Fixed-Fee - 8th Grade | July 1, 2018 | June 30, 2019 | 6076 | \$11.00 | \$66,836.00 | \$30,380.00 | \$36,456.00 |
| PSAT/NMSQT EPP Fixed-Fee - 10th Grade | July 1, 2018 | June 30, 2019 | 7022 | \$16.00 | \$112,352.00 | \$42,132.00 | \$70,220.00 |
| SAT SD Fixed-Fee Without Essay - 11th Grade | July 1, 2018 | June 30, 2019 | 5632 | \$47.50 | \$267,520.00 | \$126,720.00 | \$140,800.00 |

Subtotal: \$536,820.00
 Total Discount: \$233,024.00
 Total Cost: \$303,796.00

Fort Worth Independent School District Sole Source Affidavit



Fort Worth
Independent School District

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

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

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

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

PLEASE COMPLETE THIS BOX

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

Please see attached sole source letter.

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

Company The College Board

Address 250 Vesey Street

City, State, Zip Code New York, NY 10281

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

Email Address contractsmanagement@collegeboard.org

Authorized Signature *Peter Schuster*

Title Chief Risk Officer and General Counsel

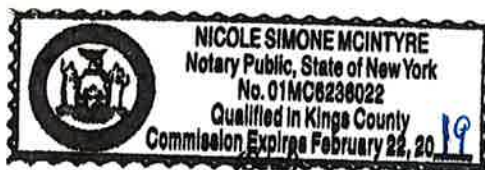
SUBSCRIBED AND SWORN to before me on this 16th day of July, 2018

Notary Public, State of New York

Nicole Simone McIntyre
Signature

Nicole Simone McIntyre
Printed Name

2/22/2019
Date Commission Expires



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

**CONSENT AGENDA ITEM
BOARD MEETING
AUGUST 7, 2018**

TOPIC: APPROVE CONTRACT FOR CON MI MADRE

BACKGROUND:

Con Mi MADRE not only strives to help young Latinas to graduate high school, but to graduate prepared for post-secondary education, or what is known as "college ready". At the current rate of postsecondary degree completion in the U.S., by 2020, our country will fall short 5 million educated workers necessary to maintain our economy. Latinx children are the fastest growing population, particularly in Texas, with the potential to fill our nation's need for an educated workforce. However, a Latina student in Texas is 2 times more likely to drop out of high school and 2 times less likely to earn a college education compared to her female classmates. If she gets pregnant in high school, her chances of a college education drop to 2%. Latinx economic success, and the success of our broader economy, hinges on helping Latina youth break the cycle, earn a postsecondary degree, and join our educated workforce. Con Mi MADRE provides young Latinas with a 260% better chance at a college education.

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

During the spring 2018 semester, Con Mi MADRE staff met with principals of the feeder elementary schools of Rosemont, Kirkpatrick, and Riverside middle schools. Currently 50 girls and their adult sponsors have committed to participating in the program. Con Mi MADRE will continue recruitment efforts at the middle schools to reach their goal of 75 participants.

To assist in funding this program, FWISD will contribute 49% of the cost of services (\$112,477) for the 2018-2019 school year.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve contract for Con Mi MADRE.

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$112,477

VENDOR:

Con Mi MADRE

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-P

Number of Bid/Proposals received: 14

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Kirkpatrick MS, Riverside MS, Rosemont MS

RATIONALE:

Con Mi MADRE begins recruiting students in the spring semester of their 5th grade year. Early exposure to positive thinking will pave the way to a more successful future. One of the most unique features of Con Mi MADRE is that they make parental involvement with the students a requirement. Not only do students join their program, but parents as well. If a mother is not present in the household, they ask students to join with an adult who will serve as their mentor through this journey. Con Mi MADRE's programming is culturally relevant. That means, not only their workshops and conferences presented bilingually, but their topics are created with the Latinx Community in mind. Con Mi MADRE aids families on their journey to higher education through a holistic approach, which includes 4 areas: relationships, academics, social and emotional. They not only aid students to do well on academics, but their programming also focuses on creating stronger Latina women socially and emotionally, by building relationships of trust between the organization, staff, mentors, families, and more importantly their mothers.

Fort Worth ISD is partnering with Con Mi MADRE to assist young Latina students in being prepared for college, career, and community leadership.

INFORMATION SOURCE:

Sherry Breed
Cherie Washington
Jerry Moore

A. Preface

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

Con Mi MADRE has been serving the Austin area for the past 26 years. Starting in 1992, Con Mi MADRE has worked with Latina youth facilitating group meetings at their schools encouraging and supporting them to pursue higher education and engaging their mothers and families in the college-going process. In addition to these group meetings, these students would attend educational conferences, bilingual college & career fairs, and college campus tours with their mothers on the weekends.

In 2013, Con Mi MADRE experienced a change in leadership and also started to undergo programmatic changes. Under the new leadership of Dr. Teresa Granillo, a former professor at UT Austin School of Social Work and a clinician specializing in working with Latina adolescent, a structured curriculum was build and tested from 2013-2015. This curriculum was built with 3 areas of focus: 1) Adolescent female development, 2) Academic standards & necessary skills, and 3) Cultural relevancy. The product was a 300+ page curriculum that focused on academic success and social emotional health.

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

This curriculum was first implemented in AISD in 2014 and program evaluation was conducted. Through qualitative and quantitative data collection from students and staff who were delivering the curriculum, we learned that adjustments were necessary. In 2015, we implemented an updated version of our curriculum based on the data and program evaluation showed that this was an effective curriculum to not only support our Latina youth to stay in school, graduate from high school, and go to college. This curriculum helped our students graduate from high school college and career ready, with good communication and coping skills, with strong support networks from their mothers, peers, and Con Mi MADRE staff.

Below is a sample of some of the outcomes from our programming implemented in Central Texas during the 2017-2018 academic year:

- 83% of students grades 6-12 had a 3.0 GPA or above
- 36% of students grades 6-12 increased their GPA over the year
- 6th grade students increased knowledge in academics, finances, and institution types by 43%
- 7th grade students increased communication skills by 11%
- 7th grade students experienced an increase in self-esteem by 38% and 9th grade students experienced an increase in self-esteem by 50%
- 8th grade students increased knowledge in career options by 65%
- 9th grade students increased help seeking and coping skills by and 10th grade students increased help seeking and coping skills by 38%
- 10th grade students increased study skills and confidence to go to college by 10%
- 10th grade students increased motivation to apply for college by 27%
- 78% of 11th graders enrolled in Pre-AP, AP, or Dual Credit coursework
- 100% of our seniors submitted a FAFSA or TAFSA application
- 100% of our seniors graduated high school
- 100% of our seniors submitted an application for postsecondary education
- 91% of our seniors enrolled into a postsecondary institution
- 90% of seniors self-reported that they received financial aid for postsecondary education
- 92% of all students reported that they feel more confident in their pursuit of higher education
- 83% of girls reported satisfaction with relationship with their mothers

Con Mi MADRE will be initiating our services in Fort Worth ISD Fall 2018. We will start with 75 mother-daughter teams at 3 FWISD middle schools: Kirkpatrick, Rosemont, and Riverside.

Total expenses for our programming are \$227,156 and Fort Worth ISD will contribute \$112,477 (49%) for the 2018-2019 academic year.

B. Proposal

Section I – Summary of Experience

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

From 1992 to 2008, the HMDP functioned out of the UT Austin School of Social Work and the program grew from serving 6th grade Latinas and their mothers to serving 6th-12th grade Latinas and their mothers. In 2008, the leadership of JLA transitioned HMDP to an independent non-profit named Con Mi MADRE, Mothers And Daughters Raising Expectations. From 2008 to 2010, Con Mi MADRE continued to deliver education and support services to young Latinas in grades 6th-12th in Austin ISD expanding to Round Rock ISD in 2010.

In 2013, Dr. Teresa Granillo, a professor at the UT School of Social Work, was hired as the new Executive Director of Con Mi MADRE. Prior to Con Mi MADRE, Dr. Granillo had spent the past 10 years researching and implementing best practices for supporting young Latinas to be

healthy, mentally and physically, to be empowered through education, and to believe that they can achieve anything they put their minds to. Dr. Granillo brought her passion for research, fidelity and demonstrating impact to Con Mi MADRE and developed a new curriculum for the entire continuum from 6th grade through post-secondary education. The new curriculum focused on addressing the developmental, academic, social-emotional, and cultural needs of young Latinas. A new, more structured and evidence-based, system for monitoring outcomes and demonstrating impact was also developed and implemented.

In 2013, only 24% of Con Mi MADRE students were persisting to receive their postsecondary education. Our most recent data (June 2017) shows that now 54% of our students are persisting through to earn a college education, a 125% increase. Dr. Granillo was raised much like the girls served in Con Mi MADRE, in a single parent, low-income household with a mother with no education. She is a first generation college graduate and the first and only person in her family with a Ph.D.

Since 2013, Con Mi MADRE has also increased our participant engagement by 97%. This was largely due to the work of our Program Director, Karen Gonzalez, LMSW. Mrs. Gonzalez has served as the Program Director of Con Mi MADRE for the past 4 years, but her history with Con Mi MADRE dates back to her childhood at Mendez Middle School when she participated in the program with her mother. Karen was the first in her family to graduate from high school, earn a college degree and go on to get a Master's degree (in Social Work). She was an undocumented student, which gives her the experience of many of our students and families. Additionally, she is trained in the College Advising for Undocumented Students curriculum and trains others how to effectively support undocumented students through the postsecondary pipeline. Given her experience with Con Mi MADRE both as a participant and employee, and her strong leadership, she was recently promoted to the Chief Program Officer of the entire organization.

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

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

- 100% of our seniors graduate from high school (86% without CMM),
- 80% enroll directly into postsecondary education (47% without CMM),
- 54% persist to earn their postsecondary degree (15% without CMM)

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

While there are many college access and persistence programs that target low-income minority students, Con Mi MADRE is the only college access and persistence program that intentionally focuses on Latina youth, a very at-risk group, and intentionally engages mothers in the educational journey from 6th grade to college graduation. Engaging mothers in the educational process to increase

academic outcomes is not only supported by research, but it is also culturally relevant for Latinas. Another strong predictor of a child's success in academics is her/his **mother's** education level. By focusing on the young female, many of whom will become mothers themselves one day, we are creating generational changes in educational attainment and economic stability among the entire Latina/o community. With Con Mi MADRE programming, for the next generation of Latinas **and** Latinos, the question is not IF, but rather WHERE they will pursue post-secondary education.

Section II – Scope of Service

Need for services.

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

Latina adolescents have the highest rates of suicidal ideation and attempts compared to all other adolescent groups, male or female. The theory behind this high prevalence of mental health issues among Latina youth is due to the cultural clash they experience between their home life and expectations of their family and their school/social life and expectations of their peers. This is one of the reasons why we emphasize the importance of engaging the mothers of the young girls that we work with and increasing their communication skills and trust.

Overview of Con Mi MADRE services.

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

Con Mi MADRE programming include three distinct, successive programs:

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

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

In our Preparedness Program, 6th-10th grade students receive 12 sessions of our academic/social skills curriculum in-group settings at their schools. Curriculum focuses on increasing college knowledge and preparedness, academically, financially, emotionally, and socially. We help students to develop effective study habits, to set and achieve realistic goals, and to learn about and identify career interests. Curriculum also includes social emotional learning to support students in developing and maintaining healthy relationships, effective communication skills, increased self-esteem, self-advocacy and self-motivation as well as increased coping and help-seeking skills. We encourage and support our students to take advanced coursework and engage in extracurricular activities.

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

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

We also host 3 mother-daughter education conferences; 2 bilingual college & career fairs; 2 college campus tours; and a 2-day Summer Leadership Summit, annually. Educational conferences focus on healthy living, financial literacy, empowerment, entrepreneurship, and equipping our mother-daughter teams with resources to be successful in school and in life (i.e., social media safety, mental health awareness, bully intervention/prevention, etc.). In the fall semester, we host a Bilingual College & Career Fair that exposes our mother-daughter teams to over 30 college and career options. In the spring, we host a bilingual career fair for one specific career area. In 2016-2017, we focused on the STEM field. In 2017-2018, we focused on the Healthcare Industry. Twice a year we host college campus tours for our mother-daughter teams. We take the girls and mothers on trips to an institution of higher education within driving distance. In 2017-2018, we visited Incarnate Word University, UT San Antonio, Texas Tech University, and San Angelo State University (overnight trip). The most unique aspect of all the programming listed here is that mothers are included as primary participants right along side their daughters. We have specific workshops for mothers at conferences and the Leadership Summit to increase their knowledge and skills in supporting their children to stay in school and in pursuit of higher education. We have also found that mother's become empowered through our programming. They learn about ways they can return to school and/or make a career change that will improve their lives and the lives of their children.

For 25 years, Con Mi MADRE has hosted a Summer Leadership Summit for our families. We invite our students and their mothers to a 2-day overnight stay at a local institution of higher education (e.g., UT Austin, Texas State University) where they spend two days getting the full college experience while they develop leadership skills and bond with other students and parents. This summer, students and mothers will be challenged to identify a social problem and develop a solution to the problem. They will work in small groups and present their ideas to a panel of judges. Through the two days they will be exposed to leaders in the community who will talk about social problems they personally identified and addressed. Students and mothers will learn how to work in small groups, do oral presentations, and receive constructive feedback.

We also host an Empowerment and Entrepreneurship Conference every spring semester. Mother-daughter teams attend an all-day conference were they hear from Latina entrepreneurs and learn how to be a Girl Boss. Most all of our events have an underlying tone of empowerment. We strive to present our students and mothers with role models that look like them and have similar lived experiences so that our participants can see it, believe it, and be it.

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

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

Most of parental engagement activities were aforementioned in our regular programming (e.g., education conferences, college & career fairs, college campus tours, leadership summit). Additionally we host parental involvement activities over the summer months to ensure that parents and their children are staying engaged with one another and with Con Mi MADRE during off school time (avoid summer melt). We have three structured events: Mami-Mija Night, Papi-Mija Night, and Family Night. We also engage our mother-daughter teams from all program areas in 15-20 hours of community service each year. We want to teach our mother-daughter teams the value of giving back.

Deliverables for FWISD in FY 2018-2019 .

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

Timeline for project implementation:

- August – September 2018:
 - Back to School Resource Fair & Orientation
 - Additional recruitment of 6th grade students and parents as needed
 - Curriculum delivery (sessions 1-2)
 - Pre-test data collection
 - Bilingual College & Career Fair
- October 2018:
 - Curriculum delivery (sessions 3-4)
 - College Campus Tour #1
- November – December 2018:
 - Curriculum delivery (sessions 5-6)
 - Healthy Living & Financial Literacy Conference
 - Family Holiday Potluck
- January – February 2019:
 - Curriculum delivery (sessions 7-8)
 - Bilingual Career Fair
- March – April 2019:
 - Curriculum delivery (sessions 9-10)
 - College Campus Tour #2

- Empowerment & Entrepreneurship Conference
- Recruitment of new cohort of 6th grade mother-daughter teams at 5th grade verticals
- May 2019:
 - Curriculum delivery (sessions 11-12)
 - Continued recruitment of new cohort of 6th grade mother-daughter teams at 5th grade verticals
 - End of year Celebration
 - Posttest data collection at campus meeting and/or end of year event
- June - August 2019:
 - Posttest data entry
 - End of year reports and presentations to school district partners
 - Leadership Summit
 - Parental Engagement Summer Activities: Mami-Mija Night, Papi-Mija Night, Family Night

4. Performance Measures

A. Evaluation Objectives:

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

Below is a sample of expected outcomes:

- 65% of students will achieve/maintain a 3.0 GPA or above
- 20% of students will experience an increase in their GPA over the year
- 6th grade students will experience increases in college knowledge, specifically
 - academic requirements for college
 - financial resources for college
 - different college institution types
- 6th grade students also increased their motivation to attend college
- 85% of students will report that they feel more confident in their pursuit of higher education
- 75% of students will report increased satisfaction in their relationship with their mothers

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

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

Education Conferences

Every August, Con Mi MADRE hosts a Back to School Conference that includes a backpack drive and resource fair. A keynote speaker motivates the girls and mothers to start the year on the right track and the vendors at the fair teach mother-daughter teams about resources in the community to deal with economic issues, healthcare, bullying, mental health, financial services, etc.

Below is a sample of expected outcomes:

- 1) Increase knowledge about community resources

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

Every November, Con Mi MADRE hosts a Healthy Living & Financial Literacy Conference. This conference includes a keynote and breakout sessions that are age appropriate for students and parents. The objective is to increase student and parent knowledge in finances, particularly related to college, but also general financial health. We also aim to increase student and parent knowledge and motivation to engage in healthy habits regarding nutrition, body, mind, and family. We provide culturally and linguistically relevant presentations and end each conference with a mother-daughter bonding exercise related to the content of the conference.

Below is a sample of expected outcomes:

- 1) Increase knowledge of financing for college
- 2) Increase knowledge of how to make financially health decisions
- 3) Increase knowledge and motivation to eat more healthily
- 4) Increase knowledge and motivation to incorporate more physical activity into personal and family life
- 5) Increase awareness of mental health problems and warning signs
- 6) Increase knowledge of resources for mental and physical healthcare

Every April, Con Mi MADRE hosts an Empowerment and Entrepreneurship Conference for our mother-daughter teams. This conference also includes a keynote and age-appropriate breakout sessions. The content is meant to engage girls and their mothers in critical thinking, problem solving, public speaking, and teamwork. The conference aims to empower our girls and mothers to see themselves as change-makers, idea generators, and business owners.

Below is a sample of expected outcomes:

- 1) Increase self-confidence
- 2) Increase knowledge about entrepreneurship and business
- 3) Increase motivation to problem-solve
- 4) Increase awareness of social/community problems
- 5) Increase skills in group work and public speaking

Bilingual College and Career Fairs

Every year Con Mi MADRE hosts two college and career fairs. In the fall, before 11th and 12th grade students are making decisions about colleges to attend, we host a Bilingual College and Career Fair. We invite over 30 college reps and 30 career reps to talk to our mother-daughter teams about their options for the future. In the spring, we host a Career Fair that is focused on one specific career (e.g., STEM, Healthcare, Arts, Media, Public Service). We request that all representatives be bilingual. In the case that a rep is not Spanish speaking, we utilize bilingual staff and/or volunteers to help translate information for our Spanish speaking families. Both fairs include a keynote speaker and up to 2 hours of time with the vendors. The objective of the college and career fairs is to expose our girls and mothers to as many options as possible to ensure that they are making educated decisions about their futures.

Below is a sample of expected outcomes:

- 1) Increase knowledge of different college institutions
- 2) Increase knowledge about college admissions, finances, and requirements
- 3) Increase knowledge about different career options
- 4) Increase knowledge about educational requirements for specific careers
- 5) Increase motivation to consider a college and/or career that wasn't considered before
- 6) Mothers increase willingness to allow daughters to explore colleges away from home

College Campus Tours

Con Mi MADRE hosts two annual college campus tours for our mother-daughter teams. We rent 2 charter buses that seat up to 50 mother-daughter teams each (100 participants) and spend 1-2 days exploring new college campuses throughout the state of Texas. In the fall, we visit colleges that are close enough to Austin that we can return the same day. In the spring, we visit colleges that are further from Austin and require an overnight stay. For most of our girls and mothers, the first time they step foot on a college campus is during our college campus tours. We arrange for college admissions staff to guide our mother-daughter teams through the campus and educate them on admissions requirements, finances, and housing on each particular campus. The objective of these tours is not only to increase exposure to college campus life, but also to increase our mothers' familiarity with college campuses so that they are more comfortable to letting their daughters attend and live on campus.

Below is a sample of expected outcomes:

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

Leadership Summit

Every summer, Con Mi MADRE hosts a 2-day Leadership Summit on an institution of higher education. This summit includes an overnight stay at the dorms on campus so that our mother-daughter teams get the full college experience. Mothers stay in separate dorms from their daughters, but in the same building. The Leadership Summit includes several keynote presentations and speakers that share their life experiences and encourage our mother-daughter teams to be leaders in their schools, communities, families, and work. We facilitate team-building exercises and do mock advising and class enrollment sessions so that our girls and mothers get familiarized with the processes. Our Leadership Summit theme changes every year. For 2018-2019, we are focusing on civic engagement. Our objective is to educate our girls and mothers about how to get more civically engaged and why it is critical to do so.

Below is a sample of expected outcomes:

- 1) Increase familiarity with college campus life
- 2) Increase knowledge of college admissions and requirements
- 3) Increase leadership skills and self-confidence
- 4) Increase knowledge about how to be civically engaged
- 5) Increase motivation to get involved in the community
- 6) Increase motivation to pursue higher education

Mental Health Services. Con Mi MADRE's bilingual licensed social work staff provide individual counseling for students dealing with any number of emotional/behavioral issues ranging from cutting, bullying, abuse/neglect, low self-esteem, relationship difficulties, academic struggles or parental issues. We also work closely with parents through our mental health services. Parents have to give consent for individual counseling and we follow the Social Work Code of Ethics in confidentiality practices. Individual counseling takes place at the student's school in a private and secure space or at the Con Mi MADRE office in a private and secure office. All students engaged in individual counseling go through an intake process and receive at minimum 6 sessions and a max of 12 sessions of intervention with a Con Mi MADRE Licensed Social Worker. Common interventions used include: Cognitive Behavioral Therapy, Solution-Focused Therapy, and Family System Therapy. Con Mi MADRE is committed to ensuring that all of our students are mentally and academically well. Individual counseling is a service that is available to all Con Mi MADRE students at no cost. We expect that all students who participate in individual counseling will have improved mental health, increased self-esteem and increase coping. We also utilize standardized measures of mental health to monitor progress including the PHQ-9 (depression screen) and GAD-7 (anxiety screen).

B. Evaluation Metrics or Measures:

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

Specific measures utilized to capture data and determine progress include:

- Items from the National Education Longitudinal Study
- Harter's Self-Perception Scale
- Carver's Brief COPE Scale
- Items from the Parental Warmth, Support, and Hostility Measure
- PHQ-9 Depression Screen
- GAD-7 Anxiety Screen

We also utilize data from behavioral and grade reports to determine academic progress and behavioral issues that might require intervention.

C. Methodology:

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

D. Data Collection:

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

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

E. Reporting:

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

F. Timeline for Evaluation:

- August 2018:
 - Prepare pretest surveys for distribution in September
 - Train program coordinators in data collection and entry protocols
- September 2018:
 - Pre-test data collection at campus meetings and Con Mi MADRE sponsored events
 - Data collection at Bilingual College & Career Fair
 - Data entry
 - Data filing
- October 2018:
 - Data collection after College Campus Tour #1
 - Data entry
- November – December 2018:
 - Data collection at Healthy Living & Financial Literacy Conference
 - Data entry
- January – February 2019:
 - Data collection at Bilingual Career Fair
 - Data entry
- March – April 2019:
 - Data collection after College Campus Tour #2
 - Data collection at Empowerment & Entrepreneurship Conference
 - Data entry
- May 2019:
 - Posttest data collection at campus meeting and/or end of year event
 - Data entry
 - Data filing
- June 2019:
 - End of year reports and presentations to school district partners
- July 2018:
 - Data collection at Leadership Summit

- Data entry

Con Mi MADRE employs a designated FTE Research Associate, Estrellita Longoria, M.Ed., who leads the data collection, management and reporting process. Mrs. Longoria has been engaged in data collection, management and analysis of educational outcomes, specifically for first generation Hispanic students, for the past 5 years. As the Research Associate at Con Mi MADRE, Mrs. Longoria works directly with programming staff and research volunteers to collect pretest and posttest surveys. Programming staff, interns, and volunteers are trained in data collection and entry protocol.

Section III – Financial Proposal

The proposed finances include the total cost of Con Mi MADRE’s full range of services (described in the Scope of Services section) for 75 students and 75 unduplicated mothers in FWISD for the Academic Year 2018-2019, for a total of **\$227,156**. (See budget detail below.) Payroll under Program Expenses covers a portion of the cost of our Licensed Social Workers who deliver Con Mi MADRE curriculum in FWISD schools. Payroll under General & Admin covers administrative costs for overseeing program implementation, research and data collection, and overall organizational compliance (e.g., finances, HR).

FWISD will contribute 49% of the cost of services at \$112,477 for FY 2018-2019.

Con Mi MADRE Budget Fort Worth FY 2018-2019

| FY July 1-June 30 | FY 2018 |
|-------------------|---------|
| # of students | 75 |
| # of mothers | 75 |
| # districts | 1 |

Operating Expenses (by Dept)

| | <u>Total</u> |
|--|-------------------|
| <u>Programming Implementation</u> | \$ 164,725 |
| Campus meetings | \$ 2,700 |
| Edu. Conferences | \$ 4,500 |
| College Visits | \$ 10,200 |
| Leadership Summit | \$ 3,500 |
| Counseling services | \$ 9,165 |
| Edu. Fairs | \$ 2,250 |
| Family Events | \$ 300 |
| Phone reimbursement | \$ 960 |
| Travel | \$ 3,440 |
| Payroll | \$ 88,400 |
| Benefits | \$ 12,960 |
| Design & Implementation | \$ 26,350 |
| <u>Fund Development</u> | \$ 13,269 |
| <u>Research/Eval.</u> | \$ 2,272 |
| <u>Communications & Marketing</u> | \$ 13,863 |
| <u>General & Admin</u> | \$ 33,028 |
| <u>Total Expenses</u> | \$ 227,156 |

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE PHASE V; REPLENISHMENT OF CLASSROOM AND AUDITORIUM PIANOS

BACKGROUND:

In April 2013, Fort Worth Independent School District completed an inventory analysis of the district's pianos at each campus. Our current inventory at the remaining schools is comprised of pianos that can no longer perform with quality sound, proper tuning/voicing, responsive key actions, etc., which places our music teachers and students at a disadvantage with an improper, and in some cases an unusable, instrument. RFP #15-089 was completed as part of the 5-year replacement plan. The cost may vary per year based on the number of piano models, etc. to be purchased but will not exceed \$399,691 for this year. The period of performance for this RFP was from January 2017 through January 2018 with the option to extend for up to four years in one-year increments. The Board previously approved contract extension on June 23, 2015. We are exercising year five.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Phase V; Replenishment of classroom and auditorium pianos
2. Decline to Approve Phase V; Replenishment of classroom and auditorium pianos
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Phase V; Replenishment of classroom and auditorium pianos

FUNDING SOURCE

Additional Details

General Fund

199-11-6399-061-XXX-11-150-000000

COST:

Not to exceed \$399,691

VENDOR:

Clavier Group, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-089

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Various Elementary Schools; two high schools (Southwest HS & World Languages Institute)

RATIONALE:

The replacement of acoustic pianos is needed for instruments that have exceeded their life span, cost more to repair than to replace, and/or are of lesser quality. The purchase of new pianos through the bid process ensures that our school system will receive goods and services which meet the needs of our students, programs, as well as the best value to the district.

INFORMATION SOURCE:

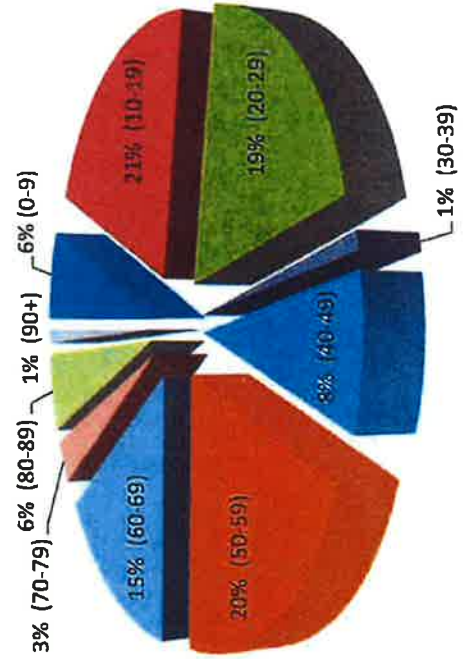
Charles Carroll
Christina Walk

Comparison of Piano Inventory Age

Original Age of Inventory

| Age Range | Count | Percent |
|-----------|-------|---------|
| 0-9 | 12 | 6% |
| 10-19 | 42 | 21% |
| 20-29 | 37 | 19% |
| 30-39 | 2 | 1% |
| 40-49 | 16 | 8% |
| 50-59 | 40 | 20% |
| 60-69 | 30 | 15% |
| 70-79 | 6 | 3% |
| 80-89 | 11 | 6% |
| 90+ | 2 | 1% |

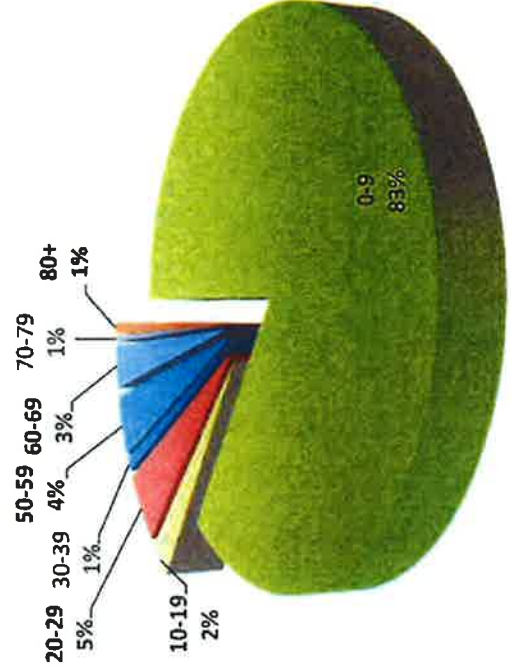
Verified Inventory 198
 Not Applicable 108
 Total Inventory 306



Age of Current Inventory

| Age Range | Count | Percent |
|-----------|-------|---------|
| 0-9 | 217 | 83% |
| 10-19 | 6 | 2% |
| 20-29 | 12 | 5% |
| 30-39 | 2 | 1% |
| 40-49 | 0 | 0% |
| 50-59 | 10 | 4% |
| 60-69 | 7 | 3% |
| 70-79 | 1 | 1% |
| 80+ | 2 | 1% |

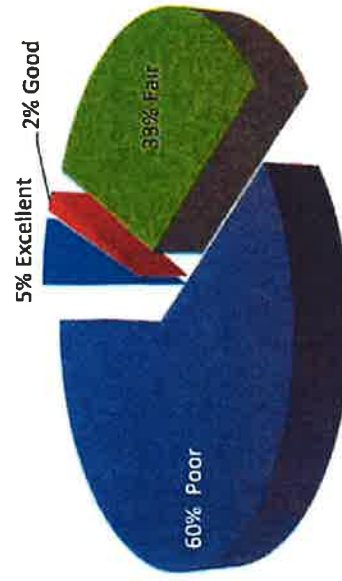
Verified Inventory 257
 Not Applicable 17
 Total Inventory 274



Comparison of Piano Inventory Condition

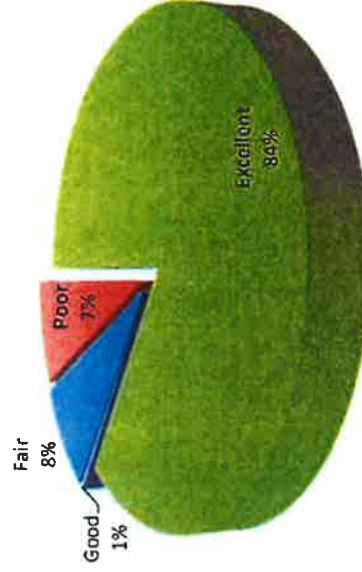
Original Condition of Inventory

| Condition | Count | Percent |
|--------------------|-------|---------|
| Excellent | 11 | 5% |
| Good | 3 | 2% |
| Fair | 68 | 33% |
| Poor | 118 | 60% |
| Verified Inventory | 200 | |
| Not Applicable | 106 | |
| Total Inventory | 306 | |



Condition of Current Inventory

| Condition | Count | Percent |
|--------------------|-------|---------|
| Excellent | 217 | 84% |
| Good | 1 | 1% |
| Fair | 20 | 8% |
| Poor | 19 | 7% |
| Verified Inventory | 257 | |
| Not Applicable | 17 | |
| Total Inventory | 274 | |



Excellent - Piano needs regular maintenance - regulation, tuning, & voicing.
 Good: Piano needs some minor reconditioning - hammer filing, key re-bushing, minor action pinning, regulation, tuning, & voicing.
 Good/Fair: Piano needs major reconditioning - hammer replacement, major action repinning, key re-bushing, regulation, tuning, voicing.
 Fair: Piano needs partial rebuilding - new hammers and other action parts, restringing with existing pinblock, regulation, tuning, & voicing.
 Fair/Poor: Piano needs major rebuilding - new pinblock, soundboard repair, new strings, tuning pins, action parts, regulation, tuning & voicing.
 Poor: Piano needs complete rebuild/remanufacture - new soundboard & bridges, pinblock, new strings, tuning pins, action parts, regulation, tuning, & voicing.

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

July 5, 2018

V/S 2018

*Piano are in Ebony Polish finish. Full upright covers are Jansen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. *Delivery charges are full price first piano, discounted each piano thereafter. **Net cost includes delivery, first tuning on delivery by Steinway/Half Pt Month. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$150 Grand delivery, 2 additional tunings at \$125 each to be completed by 1st party contractor selected by FWISD admin)

| District | Unit | School | Brand | Model | Room | Serial # | Year | Age | Cond | Notes | Replacement | 2018 Price | Trade | Delivery | 2 Tunings | Dolly | Locks | Panels/Covers | Net Cost | Warehouse Transfers |
|----------|------|-------------------------|---------------------------|----------|------------|----------|------|-----|------|-----------------|--|------------|---------|----------|-----------|-------|-------|---------------|----------|---------------------|
| 0 | | Administration Building | Yamaha | P22 | Snack Bar | 176033 | 1992 | 26 | Fair | Trade | Replace w/ UP118S #B181792 from YMLA | \$0 | (\$800) | \$125 | \$0 | \$0 | \$150 | \$0 | (\$525) | \$0 |
| 1 | 242 | Sam Rosen ES | Yamaha | P22 | Auditorium | 174670 | 1993 | 25 | Fair | Trade | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | (\$800) | \$250 | \$250 | \$510 | \$150 | \$880 | \$7,677 | \$0 |
| 1 | 243 | Sam Rosen ES | No Piano (wants electric) | N/A | Music Room | N/A | N/A | N/A | N/A | N/A | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$0 | \$150 | \$350 | \$7,312 | \$0 |
| 1 | 244 | Turner ES | N/A | N/A | Music Room | N/A | N/A | N/A | N/A | N/A | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$0 |
| 1 | 245 | Turner ES | Fieldwin | 243 | Auditorium | 139978 | 1948 | 70 | Poor | FWISD Warehouse | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 |
| 2 | 246 | S.S. Dillow ES | Kimball | Studio | Music Room | 550219 | 1953 | 65 | Poor | FWISD Warehouse | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 |
| 2 | 247 | S.S. Dillow ES | N/A | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 |
| 2 | 248 | Sagamore Hill ES | Yamaha | P22 | Music Room | 137642 | 1992 | 26 | Fair | Trade | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$250 | \$250 | \$0 | \$150 | \$350 | \$6,637 | \$0 |
| 2 | 249 | Sagamore Hill ES | Fieldwin | Hamilton | Auditorium | 223823 | 1965 | 53 | Poor | FWISD Warehouse | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 |
| 2 | 250 | T.A. Sims ES | Yamaha | P22 | Music Room | T114454 | 1988 | 30 | Fair | Trade | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$250 | \$250 | \$0 | \$150 | \$350 | \$6,637 | \$0 |
| 2 | 251 | T.A. Sims ES | Yamaha | P22 | Cenatorium | T123025 | 1988 | 30 | Fair | Trade | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | (\$800) | \$125 | \$250 | \$510 | \$150 | \$880 | \$7,552 | \$0 |
| 3 | 252 | Sunrise McMillan ES | Everett | Studio | Music Room | 118740 | N/A | N/A | N/A | FWISD Warehouse | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 |
| 3 | 253 | Sunrise McMillan ES | Everett | Studio | Cafetorium | Unknown | N/A | N/A | N/A | FWISD Warehouse | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 |
| 3 | 254 | West Handley ES | Grand | Studio | Music Room | 166586 | N/A | N/A | Poor | FWISD Warehouse | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 |

Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

July 5, 2018

*Piano are in Ebony Polish finish. Full upright covers are Jensen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devour, no 1/2 covers to be used/purchased. Prices subject to change at any time. *Delivery charges are full price (flat piano, discounted each **Net cost includes delivery, first tuning on delivery by Steinway Hill Ft Worth. Discount applies only to multiple piano deliveries. (\$250 Upright delivery; \$350 Grand delivery; 2 additional tunings at \$125 each to be completed by FWISD submit)

V5 2018

| Dist | Unit | School | Brand | Model | Room | Serial # | Year | Age | Condi | Notes | Replacement | 2018 Price | Trade | Delivers | 2 Tunings | Dolly | Locks | Paint | Covers | No Cost | Warehouse Transfers |
|------|------|-----------------------|-----------|---------|--|----------|------|-----|-------|----------------------------|--|------------|---------|----------|-----------|-------|-------|-------|---------|---------|---------------------|
| 3 | 255 | West Handley ES | Yamaha | P22 | Auditorium | 184013 | 1993 | 23 | Fair | Trade | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | (\$800) | \$125 | \$250 | \$510 | \$150 | \$880 | \$7,552 | \$0 | \$0 |
| 4 | 256 | Versia Williams ES | Kimball | Studio | ClassRoom | 556210 | 1953 | 65 | Fair | FWISD Warehouse | Boston UPI18S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 | \$0 |
| 4 | 257 | Versia Williams ES | No Piano | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | \$0 |
| 4 | 258 | W. M. Green ES | Wurlitzer | Console | Portable 42 | 682459 | 1962 | 56 | Poor | FWISD Warehouse | Boston UPI18S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 | \$0 |
| 4 | 259 | W. M. Green ES | Wurlitzer | Console | Auditorium | 682463 | 1962 | 56 | Poor | FWISD Warehouse | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 | \$0 |
| 5 | | Arlington Heights HS | Yamaha | P22 | Auditorium (Back) | 182335 | 1992 | 26 | Fair | Trade | No Replacement | \$0 | (\$800) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | (\$800) | \$0 |
| 5 | | Burton Hill ES | Yamaha | P22 | 2nd Floor hallway (outside Music Room) | 257866 | 1992 | 26 | Fair | Trade | Replaced in 2016 | \$0 | (\$800) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | (\$800) | \$0 |
| 5 | 260 | South Hi Mount ES | No Piano | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$510 | \$150 | \$880 | \$8,477 | \$0 | \$0 |
| 5 | 261 | South Hi Mount ES | Yamaha | P22 | Music Room | T162423 | 1992 | 26 | Fair | Trade | Boston UPI18S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$125 | \$250 | \$0 | \$150 | \$350 | \$6,512 | \$0 | \$0 |
| 5 | 262 | Tanglewood ES | Yamaha | U1 | Auditorium | 1994629 | 1996 | 22 | Fair | Keep, Move to Portable 314 | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$510 | \$150 | \$880 | \$8,477 | \$0 | \$0 |
| 5 | 263 | Western Hills ES | Everett | 12E | Music Room | 183387 | 1960 | 58 | Poor | FWISD Warehouse | Boston UPI18S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 | \$0 |
| 5 | 264 | Western Hills ES | No Piano | N/A | Cafeteria | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | \$0 |
| 5 | 265 | Western Hills Primary | Yamaha | P22 | Music Room | 255811 | 1999 | 19 | Fair | Trade | Boston UPI18S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$250 | \$250 | \$0 | \$150 | \$350 | \$6,637 | \$0 | \$0 |
| 5 | 266 | Western Hills Primary | No Piano | N/A | Confiterium | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | \$0 |



Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

July 5, 2018

V5 2018

*Piano are in Ebony Polish finish. Full upright covers are Jensen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. *Delivery charges are full price floor plans, discounted cash **Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$250 Upright delivery, \$350 Grand delivery, 2 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)

| Dist | Unit | School | Brand | Model | Room | Serial# | Year | Age | Cond | Notes | Replacement | 2018 Price | Trade | Delivery | 2 Tunings | Daily | Locks | Pails/Covers | Net Cost | Warehouse Transfers |
|------|------|------------------------|--------------|--------------|-----------------|---------|------|-----|------|-----------------------|---|------------|---------|----------|-----------|-------|-------|--------------|----------|---------------------|
| 6 | 267 | Southwest HS | Loaner Piano | Loaner Piano | Auditorium | 651460 | N/A | N/A | N/A | Trade picked up Ph. 2 | Boston GP215 w/ Quilt-Brookaway cover, dolly, lucite fallboard lock | \$43,419 | \$0 | \$350 | \$250 | \$010 | \$150 | \$1,350 | \$46,429 | \$0 |
| 6 | 268 | Wesiciff ES | Baldwin | Hamilton | Auditorium | 170240 | 1956 | 62 | Poor | FWISD Warehouse | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$510 | \$150 | \$880 | \$8,477 | \$250 |
| 6 | 269 | Westcliff ES | Yamaha | P22 | ClassRoom | TI37650 | 1991 | 27 | Fair | Trade | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$125 | \$250 | \$0 | \$150 | \$350 | \$6,512 | \$0 |
| 6 | 270 | Westcreek ES | Yamaha | P22 | Music Room 107B | T202894 | 1992 | 26 | Fair | Trade | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$250 | \$250 | \$0 | \$150 | \$350 | \$6,637 | \$0 |
| 6 | 271 | Westcreek ES | No Piano | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 |
| 6 | 272 | Woodway ES | No Piano | N/A | Classroom | N/A | N/A | N/A | N/A | N/A | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$0 |
| 6 | 273 | Woodway ES | No Piano | N/A | Cafeteria | N/A | N/A | N/A | N/A | N/A | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 |
| 7 | 274 | Ridgela ES | N/A | N/A | Music Room | N/A | N/A | N/A | N/A | N/A | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$0 |
| 7 | 275 | Ridgela ES | Baldwin | Hamilton | Auditorium | 156007 | 1954 | 64 | Poor | FWISD Warehouse | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 |
| 7 | 276 | Waverly ES | Wurlitzer | Studio | Music Room | 676812 | 1962 | 56 | Poor | FWISD Warehouse | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 |
| 7 | 277 | Waverly ES | Wurlitzer | Studio | Auditorium | 676710 | 1962 | 56 | Poor | FWISD Warehouse | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 |
| 8 | 278 | Seminary Hills Park ES | Yamaha | P22 | Auditorium | 295403 | 2003 | 15 | Fair | Trade | Boston UP118s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | (\$800) | \$250 | \$250 | \$510 | \$150 | \$880 | \$7,677 | \$0 |
| 8 | 279 | Seminary Hills Park ES | Yamaha | P22 | Music Room | 295406 | 2003 | 15 | Fair | Trade | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | (\$800) | \$125 | \$250 | \$0 | \$150 | \$350 | \$6,512 | \$0 |
| 8 | 280 | South Hills ES | Kimball | 42110 | Music Room | B51817 | 1953 | 65 | Poor | FWISD Warehouse | Boston UP118S w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$250 |



Fort Worth Independent School District - 5 Year Acoustic Piano Replacement Plan

July 5, 2018

VS 2018
 *Piano are in Ebony Polish finish. Full upright covers are Jensen quilt cover. Grand covers are full canvas covers unless otherwise noted. Per Don Devous, no 1/2 covers to be used/purchased. Prices subject to change at any time. *Delivery charges are full price flat plan, discounted each **Net cost includes delivery, first tuning on delivery by Steinway Hall Ft Worth. Discount applies only to multiple piano deliveries/orders. (\$350 Upright delivery, \$350 Grand delivery, 3 additional tunings at \$125 each to be completed by 3rd party contractor selected by FWISD admin)

| Dist | Unit | School | Brand | Model | Room | Serial# | Year | Age | Cond | Notes | Replacement | 2018 Price | Traile | Delivery | 2 Tunings | Dolly | Locks | Pade/ Covers | Net Cost | Warehouse Transfers | | | | | | | | | | | | |
|---|------|-----------------------------------|----------|-------|-------------|---------|------|-----|------|-----------------|--|------------------|-------------------|----------------|-----------------|-----------------|----------------|-----------------|------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| 8 | 281 | South Hills FS | No Piano | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | | | | | | | | | | | | |
| 9 | 282 | World Languages Institute | N/A | N/A | Music Room | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | | | | | | | | | | | | |
| 9 | 283 | Riverside Applied Learning Center | N/A | N/A | Music Room | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$0 | | | | | | | | | | | | |
| 9 | 284 | Riverside Applied Learning Center | Kimball | 45 | Auditorium | 550223 | 1953 | 65 | Poor | FWISD Warehouse | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$250 | | | | | | | | | | | | |
| 9 | 285 | Springdale ES | No Piano | N/A | Music Room | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$0 | | | | | | | | | | | | |
| 9 | 286 | Springdale ES | N/A | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | | | | | | | | | | | | |
| 9 | 287 | Worth Heights FS | N/A | N/A | Portable 32 | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Topper, metal fallboard lock | \$6,437 | \$0 | \$250 | \$250 | \$0 | \$150 | \$350 | \$7,437 | \$0 | | | | | | | | | | | | |
| 9 | 288 | Worth Heights FS | N/A | N/A | Auditorium | N/A | N/A | N/A | N/A | N/A | Boston UPI18s w/ Full Cover, Topper, Dolly, metal fallboard lock | \$6,437 | \$0 | \$125 | \$250 | \$510 | \$150 | \$880 | \$8,352 | \$0 | | | | | | | | | | | | |
| Surplus/Warehouse moves complimentary of Danny Saliba - Steinway Hall Dallas (not included in Net Cost/Total) | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| TOTAL FOR PHASE 5 - 2018 | | | | | | | | | | | | \$339,521 | (\$11,200) | \$9,100 | \$11,750 | \$13,150 | \$7,200 | \$30,170 | \$399,691 | | | | | | | | | | | | | |

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE MUSICAL INSTRUMENT PURCHASES FOR I.M. TERRELL ACADEMY FOR STEM & VPA INSTRUMENTAL MUSIC PROGRAMS

BACKGROUND:

Consistent with Board Policy, EPCNT, TIPS, and TASB Buyboard quotes were requested to purchase musical instruments for the band and orchestra programs at I.M. Terrell Academy for STEM & VPA. Instrumental Music conducted a survey of instrument needs from faculty for their campus to accommodate their student needs. Instrumental Music determined the significant need to purchase instruments to initiate an inventory to accommodate student enrollment at I.M. Terrell Academy for STEM & VPA. The requested purchases also reflect the need to supply students with high quality wind, string and percussion instruments. The vendors are local and have been recommended based on previous purchases. They have met specifications and are the lowest bid. The recommended purchase is included in the supporting documents. The cost of this instrument purchase will not exceed \$92,000.

Additionally, there is remaining savings from interest earned in Fund 690 from the 2007 CIP. This Fund was established to purchase refresh, which included musical instruments. Utilization of the remaining savings from this Fund to purchase musical instruments fits the purpose for which this fund was originally established.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Music Instrument Purchases for the I.M. Terrell Academy for STEM & VPA Instrumental Music Programs
2. Decline to Approve Music Instrument Purchases for the I.M. Terrell Academy for STEM & VPA Instrumental Music Programs
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Music Instrument Purchases for the I.M. Terrell Academy for STEM & VPA Instrumental Music Programs

FUNDING SOURCE

Additional Details

CIP

690-11-6397-058-087-11-CRP-000000

COST:

Not to exceed \$92,000.00

VENDOR:

Dallas Strings
Lone Star Percussion
Music & Arts
Romeo Music

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

I.M. Terrell Academy for STEM & VPA Instrumental Music Programs - Attached List

RATIONALE:

Provide inventory to support student enrollment and the need to purchase quality instruments to support higher artistic achievement for the I.M. Terrell Academy for STEM & VPA Instrumental Music Programs.

INFORMATION SOURCE:

Charles Carroll
Christina Walk
Dick Clardy



Allen Texas
469-675-0085
www.DallasStrings.com

July 1, 2018
Quote good until 11/01/2018

Quote Prepared for: Dick Clardy

Ft. Worth ISD

- 1- Violin Outfits Pietro Lombardi Violin outfits \$1,900 each. 10 at \$19,000.00**
- 2- Viola Outfits. Pietro Lombardi Viola outfits \$1,900 each. 4 at \$7,600.00**
- 3- Cello Outfits. Pietro Lombardi Cello outfits. \$2,600 each. 2 at \$5,200.00**
- 4- Bass outfits. Shen bass outfits with extensions. \$5,000 each. 2 at \$10,000.00**

Total quote \$41,800.00



Estimate

Lone Star Percussion
 10611 Control Place
 Dallas TX 75238
 United States
 214-340-0835
 www.lonestarpercussion.com

Date: 7/3/2018
 Estimate #: EST-257225
 Bid #: RFP# 16-082-A
 Expires: 10/1/2018
 Percussion Specialist: Aaron Capers
 Shipping Method: Freight (US Only)

Bill To

Accounts Payable
 Fort Worth ISD
 100 North University
 Suite NW 140-E
 Fort Worth TX 76107-1300
 United States

Ship To

Att: Band
 I.M.Terrel VPA High School
 1411 I.M.Terrel Circle
 Fort Worth TX 76102
 United States

| Manufacturer | Model # | Quantity | Description | Options | Unit Price | Amount |
|--------------|------------|----------|--|------------------------------------|------------|-----------|
| Adams | BK3203C | 1 | 1.5 Octave Symphonic 1.5" Chimes | | 4,161.60 | 4,161.60 |
| Yamaha | YMRD2900AC | 1 | 4.5 Octave Acoustalon Marimba with Multi Frame II and drop cover. - Must ship by Freight | | 8,245.68 | 8,245.68 |
| Yamaha | YX500RCWC | 1 | 3.5 Octave Professional Rosewood Xylophone with Cover and Soft Cases | | 3,873.96 | 3,873.96 |
| Fall Creek | RT-1500 | 1 | 3.5 Octave Round Top Glockenspiel (Estimated \$150 Shipping) | | 2,908.90 | 2,908.90 |
| Yamaha | TP6304CL | 1 | 23/26/29/32" 6300 Intermediate Smooth Copper Parabolic Timpani Set | | 11,260.80 | 11,260.80 |
| Pearl | PHP1450101 | 1 | 14" x 5" Philharmonic 6-Ply Maple Concert Snare Drum in Walnut Lacquer | Pearl Finish: Walnut Lacquer | 524.48 | 524.48 |

Subtotal 30,975.42
Shipping Cost (Freight (US Only)) 0.00
Total \$30,975.42

► This includes an additional 3% price incentive for cash/check/ACH payment. This 3% price incentive does not apply to orders paid by credit card.

► Buyboard/TIPS orders are NOT eligible for this special pricing. Please contact Lone Star for Buyboard/TIPS pricing



Price Quote

4949 Sharp St Ste 104

Quote Date: 7/26/2018

Dallas, TX 75247

Tel: 214 267-2100 Ext. 301

Fax: 214 267-2106

District: FT WORTH

State: TX

FORT WORTH ISD

Attention: DICK CLARDY

| Qty. | ITEM # | Description of Item | Unit Price | Total Price |
|------|-----------|---|------------|-------------|
| 3 | R13 | BUFFET PRO CLARINET W/ NICKEL KEYS, W/ SRVLYRE MOUTHPIECE | \$2,692.00 | \$8,076.00 |
| 1 | YCL-622II | YAMAHA PROFESSIONAL WOOD BASS CLARINET | \$6,957.00 | \$6,957.00 |
| | | | | |
| | | | | |
| | | | | |
| | | BUYBOARD 539-17 PRICING | TOTAL | \$15,033.00 |
| | | FREE SHIPPING | | |
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PLEASE NOTE: All prices quoted above are guaranteed to you for a period of **60** days from the Quote Date noted above. We will hold these prices for you after this date until the manufacturer raises our cost. At that time, we will guarantee you the same percentage of discount used to obtain these low prices.

Trey R. Smith

 Authorized Signature

Romeo Music, LLC

136 Levee Place
Coppell, TX 75019

Quote

| | |
|-----------|---------|
| Date | Quote # |
| 7/26/2018 | 21844 |

| |
|---|
| Name / Address |
| Fort Worth ISD 100 N. University Suite NW 140-E Fort Worth, TX 76107 Brittany.Ortiz@fwisd.org |

| |
|---------------------------|
| Ship To |
| I.M. Terrell Academy- VPA |

| |
|-----|
| Rep |
| JR |

| Item | Description | Qty | Cost | Total |
|-----------|---|-----|----------|-----------|
| | Buyboard 539-17 Quote good through 10/31/18 for VPA HS dick.clardy@fwisd.org Digital Piano | | | |
| YDP-163-B | Yamaha YDP-163B - Arius traditional console digital piano with bench. | 1 | 1,400.00 | 1,400.00T |
| HD200 | Yamaha HD200 - Harmony Director HD200 | 1 | 1,050.00 | 1,050.00T |

| | | | |
|--|--|--|-----------------|
| | | | Subtotal |
|--|--|--|-----------------|

| |
|-------------------------|
| Sales Tax (0.0%) |
|-------------------------|

| | |
|--------------|------------|
| Total | \$2,450.00 |
|--------------|------------|

| |
|--|
| Web Site |
| www.romeomusic.net |

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE THE STUDENT FEES AND REPLACEMENT CHARGES FOR THE 2018 – 2019 SCHOOL YEAR

BACKGROUND:

Board Policy FP (LOCAL), “Student Fees, Fines, and Charges” prohibits the collection of fees from students unless approved by the Board.

Therefore, each year, updated lists of materials and other replacement costs are prepared for Board approval.

Attached are three reports that reflect these charges. The changes for the 2018 – 2019 school year are noted in red.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Student Fees and Replacement Charges for the 2018 – 2019 School Year.
2. Decline to Approve Student Fees and Replacement Charges for the 2018 – 2019 School Year.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Student Fees and Replacement Charges for the 2018 – 2019 School Year.

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

\$0

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All elementary, middle, and high schools

RATIONALE:

Updated lists of student fees and material replacement charges will inform school staff, students, and parents of current fees and charges. Upon Board approval, the lists will be posted in the principals' packet for further distribution to department chairs, teachers, and others as appropriate. This information does not reflect the fees assessed for the replacement of state-adopted instructional materials.

INFORMATION SOURCE:

Charles Carroll
Maria Phillips

MIDDLE SCHOOL REPLACEMENT FEES AND FINES

Athletics

- Damage or Loss of a District-owned Uniform – cost not to exceed the cost of repair or replacement
- Damage or Loss of District-owned Equipment – cost not to exceed the cost of repair or replacement

Choral Music

- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

Instrumental Music

- Instrument Maintenance Fee for District-Owned Instruments - \$40/semester
- Damage or Loss of a District-Owned Instrument – cost not to exceed the cost of repair or replacement
- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

Identification Cards

No charge for initial issue of Identification card that is required by the District or the campus to be displayed on the student. A \$5.00 fee may be assessed to replace a lost or damaged ID card.

JCC

- Damage or Loss of JCC Polo Shirt - \$10.00
- Damage or Loss of JCC Black Pants - \$20.00

Locks

- No more than \$1.00/semester
- If two students share a locker, cost would be no more than \$.50/student

Mathematics

- TI-73 Graphics Calculator \$57.76
- TI-84+ Calculator \$95.22
- TI-84 EZ Spot Calculator \$95.22
- TI-84+ Silver Edition \$113.50
- TI-Nspire Graphing Handheld \$113.51
- TI-Nspire CX Graphing Handheld \$120.23
- CBR Calculator Based Ranger System \$80.92

Physical Education

- Lock Rental Fee \$3 maximum per semester
- Lock Replacement Fee \$8
- Towel Fee \$5 maximum per semester
- Uniform Rental \$10 per semester
- Uniform Replacement \$20 or cost per district bid, whichever is less
- Uniform Purchase \$10 per shirt maximum
\$10 per short maximum
- Laundering \$5 maximum per semester for gym suit
- HRM Elastic Strap Purchase \$6
- Pedometer Replacement \$30
- Off-Campus PE Waiver Requests A local student fee of \$100 per semester or \$150 per year for processing off-campus PE waiver requests.

HIGH SCHOOL REPLACEMENT FEES AND FINES

Athletics

- Damage or Loss of a District-owned Uniform – cost not to exceed the cost of repair or replacement
- Damage or Loss of District-owned Equipment – cost not to exceed the cost of repair or replacement

Choral Music

- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

Cosmetology Program

- Permit \$25
- Cosmetology Kit \$250

Culinary Program

- Chef's Uniform, including shoes \$100

Education and Training Program

- Child Development Associate Value Package with Preschool Competency Standards Book \$95, for students choosing to earn the Child Development Associate (CDA) Credential™

Fire Science Program

- Fire retardant boots \$55
- 3 sets of uniform pants, shirts & athletic attire \$60 - \$120

Health Science Program

- Scrub pants, top, jacket \$65

Welding Program

- Leather work boots \$65

Identification Cards

No charge for initial issue of Identification card that is required by the District or the campus to be displayed on the student. A \$5.00 fee may be assessed to replace a lost or damaged ID card.

Instrumental Music

- Instrument Maintenance Fee for District-Owned Instruments - \$40/semester
- Damage or Loss of a District-Owned Instrument – cost not to exceed the cost of repair or replacement
- Uniform Cleaning Fee – cost not to exceed actual cleaning cost
- Damage or Loss of a District-Owned Uniform – cost not to exceed the cost of repair or replacement

JROTC

- **Army**
 - Damage or Loss of Service Dress Uniform - \$175 - \$275
- **Air Force**
 - Damage or Loss of Service Dress Uniform - \$185 - \$450
- **Navy**
 - Damage or Loss of Service Dress Uniform - \$175 - \$245

Locks

- No more than \$3.00/year
- If two students share a locker, cost would be no more than \$1.50/student

Mathematics

- | | |
|--|---|
| • TI-84+ Calculator | \$95.22 |
| • TI-84+ EZ Spot Calculator | \$95.22 |
| • TI-84+ Silver Edition | \$113.50 |
| • TI-Nspire Graphing Handheld | \$113.51 |
| • TI-Nspire CX Graphing Handheld | \$120.23 |
| • TI Nspire Navigator System | \$2,340 (system that connects teacher and student calculators. Calculators sold separately. 32 User Standard) |
| • CBR Calculator Based Ranger System | \$80.92 |
| • CBL 2 Calculators Based Laboratory 2 | \$144.50 |

Physical Education

- Lock Rental Fee \$3 maximum per semester
- Lock Replacement Fee \$8
- Towel Fee \$5 maximum per semester
- Uniform Rental \$10 per semester
- Uniform Replacement \$20 or cost per district bid, whichever is less
- Uniform Purchase \$10 per shirt maximum
\$10 per short maximum
- Laundering \$5 maximum per semester for gym suit
- HRM Elastic Strap Purchase \$6
- Pedometer Replacement \$30
- Off-Campus PE Waiver Requests A local student fee of \$100 per semester or \$150 per year for processing off-campus PE waiver requests.

Student Technology DiG-iN 1:1 Laptop Program

- ~~Technology Use Fee \$15 per semester or \$30 per year~~
- Laptop Replacement \$616.75
- Laptop Battery Replacement \$89.99
- Laptop AC Adapter Replacement \$44.99
- Laptop Carrying Case Replacement \$15.00
- Malicious or Negligent Damage
 - Minor Repair \$159
 - Major Repair \$269
 - Cracked Screen \$269

Student Transcripts

- Current Students, through the campus Registrar No Charge, Official & Unofficial
- Former Students, through the Student Records Office \$3.00, Official
- Former Students, through the Student Records Office \$2.00, Unofficial

Student Parking \$35.00/maximum per year

Tuition for High School Courses

High school students who are enrolled full time at a traditional campus and are in need of additional credits can enroll in after-school courses for credit at Success High School. The cost of the course is free for District students and \$220 for out-of-District students.

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE SHARED SERVICE AGREEMENT (SSA) WITH ESC REGION XI FOR INSTRUCTIONAL SERVICES, MATERIALS AND PROFESSIONAL DEVELOPMENT TRAINING AND ADMINISTRATION OF SERVICES FOR PRIVATE NONPROFIT SCHOOLS LOCATED WITHIN FORT WORTH ISD BOUNDARIES

BACKGROUND:

Under SEC. 1117. [20 U.S.C. 6320] Every Student Succeeds Act (ESSA), Fort Worth ISD (FWISD) is required to provide services to eligible children residing in the FWISD attendance area, their teachers, and their families.

Education Service Center (Region XI) will be the pass through agency and provide instructional services, materials, professional development, and parent engagement opportunities to participating private nonprofit schools through an interlocal agreement between Fort Worth ISD and Education Service Center (Region XI).

The agreement shall include the following services:

Title I:

- Hire and retain qualified personnel sufficient to assist the LEA with Title I private, non-profit obligations.
- Provide the LEA with:
 - location and identification of economically-disadvantaged students residing in district but attending PNP schools and
 - data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title I, including
 - ongoing negotiation of services to identified students,
 - development of a personal academic plan for identified students in the targeted PNP program, and
 - accessing allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.
- Report all required data to the LEA for completion of applications and compliance reports as necessary.
- Act as fiscal agent for the district Title I set-aside funds, including tracking and controlling inventory placed in PNP schools.

Title II:

- Hire and retain qualified personnel sufficient to assist the LEA with Title II private, non-profit obligations.
- Provide the LEA with:

- location and identification of private schools desiring to take part in Title II services and
- data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title II, including
 - direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
 - determine eligible students who are English Language Learners; and
 - arrange travel and registration to other requested and allowable professional development.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title II set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

Title III:

- Hire and retain qualified personnel sufficient to assist the LEA with Title III private, non-profit obligations.
- Provide the LEA with
 - location and identification of private schools desiring to take part in Title III services and
 - data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title III, including
 - direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
 - determine eligible students who are English Language Learners; and
 - arrange travel and registration to other requested and allowable professional development.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title III set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title III.

Title IV:

- Hire and retain qualified personnel sufficient to assist the LEA with Title IV private, non-profit obligations.
- Provide the LEA with
 - location and identification of private schools desiring to take part in Title IV services and
 - data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title IV, including
 - direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, conferences, etc., as sponsored by ESC Region 11
 - arrange travel and registration to other requested and allowable professional development.
- Report all required data to the LEA prior to required reports.

- Act as fiscal agent for the district Title IV set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title IV.

Region XI will provide FWISD with all the required data prior to the required reports. The funds to provide the services are included in these grants, and will not impact local funds. The services and administration costs should not exceed \$40,000. Under the past system of support, the administration of services to the private schools cost the District over \$80,000 between the FWISD Federal Programs Department and Student Placement Center personnel that worked directly with the schools. Under this agreement, the district will save nearly \$50,000 in expenses for administering the program, freeing resources to meet other district needs. Board approval required by Region XI.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Shared Service Agreement (SSA) With ESC Region XI for Instructional Services, Materials and Professional Development Training and Administration of Services for Private Nonprofit Schools Located Within Fort Worth ISD Boundaries.
2. Decline to Approve Shared Service Agreement (SSA) With ESC Region XI for Instructional Services, Materials and Professional Development Training and Administration of Services for Private Nonprofit Schools Located Within Fort Worth ISD Boundaries.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Special Revenue

Additional Details

- 211-21-6239-04Y-999-24-510-000000-19F10
- 255-21-6239-04Y-999-24-528-000000-19F28
- 263-21-6239-04Y-999-24-590-000000-19F90
- 289-21-6239-04Y-999-24-512-000000-19F12

COST:

2018-2019 Required Set-Aside NOT TO EXCEED:

Title I, Part A \$382,992

| | |
|-------------------|-----------|
| Title II, Part A | \$170,544 |
| Title III, Part A | \$15,660 |
| Title IV, Part A | \$90,168 |

2018-2019 Region XI Administration of Programs

| | |
|-------------------|---|
| Title I, Part A | \$20,000 |
| Title II, Part A | \$6,000 |
| Title III, Part A | \$6,000 |
| Title IV, Part A | \$750/1 school and \$250/each additional school |

VENDOR:

Education Service Center – Region XI

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

Private nonprofit schools located within the Fort Worth ISD attendance boundaries

RATIONALE:

The Education Service Center - Region XI will provide participating private nonprofit schools through a Shared Service Agreement.

Approval of this request will:

1. Improve the efficiency in the allocation of services and resources to the Private nonprofit schools as required by law.
2. Minimize the administrative cost of the program, increasing district resources that can be allocated to other priorities.
3. Use the experience Region XI has meeting the Texas Education Agency (TEA)'s required compliance tasks.

INFORMATION SOURCE:

Tracy Marshall
Mirgitt Crespo



Instructional Services

Cooperative Title I, Part A, Private/Non-Profit Services

2018-2019

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2018, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the **Title I, Part A Cooperative Contract for Private/Non-Profit Services**:

ESC Region 11 Responsibilities

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private, non-profit schools and provide the required services to the private, non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified personnel sufficient to assist the LEA with Title I private, non-profit obligations.
- Provide the LEA with
 - o location and identification of economically-disadvantaged students residing in district but attending PNP schools and
 - o data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title I, including
 - o ongoing negotiation of services to identified students,
 - o development of a personal academic plan for identified students in the targeted PNP program, and
 - o accessing allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.
- Report all required data to the LEA for completion of applications and compliance reports as necessary.
- Act as fiscal agent for the district Title I set-aside funds, including tracking and controlling inventory placed in PNP schools.

District Responsibilities

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- File district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside amount based on the formula used for all students in district.
- Provide access to student set-aside funds.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable, third-party service provider.

ESC Region 11 Contact

Director of Instructional Support
(817) 740-7583

**Instructional Services
 Cooperative Title I, Part A,
 Private/Non-Profit Services**

Price List — 2018-2019

| <u>Title I Students in Private School</u> | <u>Cost</u> |
|---|-------------|
| 1-20 | \$3,000 |
| 21-50 | \$5,000 |
| 51-100 | \$10,000 |
| 101+ | \$20,000 |



Instructional Services

Cooperative Title II, Part A

Private/Non-Profit Services

2018-2019

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2018, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the **Title II, Part A Cooperative Contract for Private/Non-Profit Services**:

ESC Region 11 Responsibilities

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private, non-profit schools and provide the required services to the private, non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified personnel sufficient to assist the LEA with Title II private, non-profit obligations.
- Provide the LEA with
 - o location and identification of private schools desiring to take part in Title II services and
 - o data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title II, including
 - o direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
 - o determine eligible students who are English Language Learners; and
 - o arrange travel and registration to other requested and allowable professional development.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title II set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

District Responsibilities

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- File district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside amount based on the formula used for all students in district.
- Provide access to student set-aside funds.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable, third-party service provider.

ESC Region 11 Contact

Director of Instructional Support
(817) 740-7583

**Instructional Services
 Cooperative Title II, Part A
 Private/Non-Profit Services**

Price List — 2018-2019

| <u>PNP Campuses in District</u> | <u>Cost</u> |
|---------------------------------|-------------|
| 1-5 | \$1,500 |
| 6-10 | \$3,000 |
| 11-15 | \$4,500 |
| 16-20 | \$6,000 |
| 21+ | \$10,000 |



Instructional Services SSA Title III, Part A, Limited English Proficient

2018-2019

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2018, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the **Title III SSA Contract**:

Title III SSA

The purpose of these funds is to provide professional development, materials, and services in accordance with the Standard Application System (SAS) Title III, *Ensuring High Academic Standards for Limited English Proficient and Immigrant Students*.

Budgeting and Accounting Conditions:

- All funds must be accounted for in the official accounting records of the Education Service Center Region 11.
- All funds must be budgeted, expended and reported in accordance with the Financial Accountability System Resource Guide. All funds will be maintained and accounted for through the Education Service Center Region 11.
- Financial records are to be maintained for 7 years from the end of the project and are subject to federal and state audit.
- In the event that the school district decides to withdraw from the Shared Services Arrangement (SSA) and provide professional development by conducting a program independently of the SSA, all federal roll forward funds will remain with the Education Service Center Region 11 as fiscal agent.

Services included at No Additional Fee

- Online eGrant Consolidated Federal Program Application and Compliance Report training at no cost.
- Designated research-based staff development offerings provided by ESC Region 11 at no cost or at a reduced fee (for general education and ESL/Bilingual and/or special education teacher(s) who serve limited English proficient students) that meets LEA's needs assessments/priorities.
- Substitute reimbursement based on LEP enrollment and number of SSA members.

District Responsibilities

- Comply with all federal Title III requirements
- Assist with the completion of the annual SSA compliance and evaluation report according to state and federal guidelines.
- Assist with dissemination of information regarding staff development opportunities for ISD staff and for private non-profit schools within the ISD boundaries who choose to participate in the SSA.
- Participate in needs assessment, priority, and student outcome planning.
- Appoint district contact person

Note: In order for districts to be eligible for each of these SSAs, they must meet the following criteria:

- **Title III, Limited English Proficient (LEP)**
 - Identify Limited English Proficient (LEP) Students
 - Have an allotment of less than \$10,000, or choose to join with larger allocation
 - SSA participation is mandatory if district/charter takes an allotment of less than \$10,000

TEA Applicant Guidelines for Shared Services Arrangement Membership

- To become part of the ESC Region 11 Shared Services Arrangement(s) (SSA) all applicants applying for a grant permitting an SSA are required to complete the TEA Applicant Designation and Certification (ADC) form and submit it through eGrants before being allowed access to the automated application. On this form, district/charter must indicate how the district/charter will apply for that grant: apply as an independent project, apply as the financial agent for a SSA (Consortium), apply as a member of an SSA, or not apply at all.
- A district/charter response to the TEA Applicant Designation and Certification (ADC) form is required to set up your application in the eGrants system. The response eliminates the required signature of each member on the SSA (Certification for Consortium Projects) schedule in the application and the need to complete a Notice of Intent to Apply. The response to this form is binding for the entire project period. Districts/charters are advised to complete the process of obtaining local board approval before submitting the Applicant Designation and Certification (ADC) form.

ESC Region 11 Contact

Director of Instructional Services
(817) 740-7583



Instructional Services Cooperative Title IV, Private/Non-Profit Services

2018-2019

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2018, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the **Title IV SSA Contract for Private/Non-Profit Services**:

ESC Region 11 Responsibilities

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private, non-profit schools and provide the required services to the private, non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified personnel sufficient to assist the LEA with Title IV private, non-profit obligations.
- Provide the LEA with
 - o location and identification of private schools desiring to take part in Title IV services and
 - o data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title IV, including
 - o direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, conferences, etc., as sponsored by ESC Region 11
 - o arrange travel and registration to other requested and allowable professional development.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title IV set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title IV.

District Responsibilities

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with test results of identified students.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- File district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the campus set-aside amount based on the formula used for all students in district.
- Provide access to student set-aside funds.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable, third-party service provider.

ESC Region 11 Contact

Director of Instructional Services
(817) 740-7583



**Instructional Services
Cooperative Title IV,
Private/Non-Profit Services**

Price List — 2018-2019

| <u>PNP Campuses in District</u> | <u>Cost</u> |
|---------------------------------|-----------------------|
| 1 | \$750 |
| 2+ | \$250/each additional |

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

**TOPIC: WORKFORCE SOLUTION OF TARRANT COUNTY CONTRACT WITH
FWISD OFFICE OF ADULT EDUCATION FOR THE 2018-2019 ADULT
EDUCATION PROGRAM**

BACKGROUND:

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreements that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The FWISD Office of Adult Education has solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2018-2019 year to ensure the students targets are met.

Estimated Cost of the FWISD Adult Education program for the 2018-2019 is \$2,025,347, which will be reimbursed as a subcontractor through this agreement.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education for the 2018-2019 Adult Education Program
2. Decline to Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education for the 2018-2019 Adult Education Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education for the 2018-2018 Adult Education Program

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

VENDOR:

Not Applicable

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Adult Education Location Throughout Tarrant County

RATIONALE:

The attached contracts are for specific outlined in the grant response and are necessary for the successful execution of the TWC grant we have acceptd.

INFORMATION SOURCE:

Sherry Breed
Mia Hall

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 18-SPC-AEL-004 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2018 To June 30, 2019

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$2,025,347.00.

| | |
|--|------------------------|
| Adult Education and Literacy Funds Awarded | 2,025,347.00 |
| Total Contract Amount | \$2,025,347.00. |

This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

| | |
|--|--|
| <p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p> | <p>Contractor: <u>Fort Worth Independent School District</u></p> <p>Business Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Mailing Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Contact: <u>Ms. Sherry Breed</u></p> <p>Phone: <u>817-814-2331</u></p> <p>Fax:</p> <p>E-Mail: <u>sherry.breed@fwisd.org</u></p> |
|--|--|

The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Kent Scribner
Superintendent Fort Worth ISD

Date: _____

Date: _____

PART A
GENERAL CONTRACT TERMS

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**GENERAL TERMS FOR CONTRACT WITH
TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD**

Contract No. 18-SPC-AEL-004

SECTION 1 - PARTIES TO CONTRACT

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Fort Worth Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2018 and shall terminate June 30, 2019 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$2,025,347.00. This funding is comprised of the following categories:

| | |
|---------------------------|-----------------------|
| AEFLA Federal: | \$1,375,694.00 |
| AEFLA State: | \$ 235,485.00 |
| EL / Civics: | \$ 182,601.00 |
| TANF: | \$ 158,200.00 |
| Perf. Reserve | \$ 42,724.00 |
| Professional Development: | <u>\$ 30,643.00</u> |
| Total: | \$2,025,347.00 |

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

SECTION 4 - LEGAL AUTHORITY

- 4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:
- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
 - The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
 - The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
 - Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
 - The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and

- Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.
- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83rd Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

SECTION 6 - BOARD PERFORMANCE

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
- 6.1.1 Relaying all updates and messages from TWC to service providers.
 - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
 - 6.1.3 Submitting all required grant reports following set due dates.

- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:
 - 6.2.1 Schedule, plan, and host regular Consortium meetings.
 - 6.2.2 Periodically visit sites across the Consortium service area.
 - 6.2.3 Provide feedback on those site visits to service provider.
 - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
 - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
 - 6.2.6 Conduct data reviews as outlined in grant application.
 - 6.2.7 Provide Consortium updates on progress and student successes.
 - 6.2.8 Lead initiatives to standardize various program components across Consortium.
 - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
 - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.

- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
 - 6.3.1 Issue contracts for services.
 - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
 - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
 - 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
 - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
 - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
 - 7.1.4 Provide services as listed in section 20.7 of grant application.
 - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
 - 7.1.6 Submit monthly expenditure reports to the Board.
 - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
 - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
 - 7.1.9 Provide year-round services with no break in service delivery.
 - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/Attainment Policy and other TWC guidelines.
 - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
 - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
 - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01.

Maintain these qualification and professional development records for each staff member. This includes volunteers.

- 7.1.14 Conduct student assessment and placement.
- 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
- 7.1.16 Provide updated site lists as requested by TWC and/or the Board.

7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:

- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
- 7.2.2 Participate in quarterly Consortium meetings.
- 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
- 7.2.4 Participate in planning and design of standardized program components.
- 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
- 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
- 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
- 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
- 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
- 7.2.10 Seek new partnerships to provide additional student support services.
- 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.

7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:

- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part hereof.
- 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
- 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.

7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.

7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.

- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

10.2 Financial Management Requirements

- 10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.
- 10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.
- 10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.
- 10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.
- 10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.
- 10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.
- 10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

10.3 Limitation on Liability

- 10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.
- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
 - 11.1.1 Any specific term or condition within this Contract,
 - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
 - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
 - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
 - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
 - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
 - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and

utilize such funds to retire the liability to Board.

SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,:
- 13.3.1 The United States Department of Labor,
 - 13.3.2 The United States Department of Health and Human Services,
 - 13.3.3 The United States Department of Education,
 - 13.3.4 The United States Department of Agriculture,
 - 13.3.5 The Comptroller General of the United States,
 - 13.3.6 The General Accounting Office,
 - 13.3.7 The Auditor of the State of Texas,
 - 13.3.8 TWC,
 - 13.3.9 Other state and federal auditing agencies, or
 - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all

records required to be retained under this Section.

- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
- 15.1.1 for retention and accessibility of records;
 - 15.1.2 for non-discrimination and equal opportunity;
 - 15.1.3 for prevention of fraud and abuse;
 - 15.1.4 for prevention of conflicting interests;
 - 15.1.5 for fiscal administration; and
 - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a subcontractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is

awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.

- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.
- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local

government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.

- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.5 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.
- 17.6 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.

- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.

- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.

- 20.3 An Incident Report regarding such an act must be submitted to:

Tarrant County Workforce Development Board
Attn: Jack Cummings
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

- 20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

- 20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.

- 20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:

- 20.6.1 Further investigation;

- 20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
- 20.6.3 Other corrective action, as may be appropriate.

20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

- 21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:
 - a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
 - b. Professional licensing requirements, when applicable; and
 - c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.
- 21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and
- 21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;

- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

- (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board Contracting Guidelines, Part 20, Chapter 801, Subchapter C.
- (2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:

- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
- 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
- 23.1.3 Title IX of the Education Amendments of 1972, as amended;
- 23.1.4 The Age Discrimination Act of 1975, as amended;
- 23.1.5 The Americans with Disabilities Act, as amended;
- 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
- 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.

23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.

- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.
- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the

Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.

- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
- temporary withholding of payments,
 - disallowance of costs,
 - whole or partial suspension,
 - withholding of further awards or
 - other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules
- 26.3 Performance Sanctions
- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.
- 26.4 Financial Related
- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method or payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the

cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.

- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.
- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.
- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the

services, activities, and financial records directly related to those funds will be subject to audit.

- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:

"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."

- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.

- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.
- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

SECTION 29 - DEBARMENT CLAUSE

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

SECTION 30 - DRUG FREE WORKPLACE

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and employees who are on official business incidental to a contract.

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

SECTION 34 - PROGRAM INCOME

Income generated under any program shall be used to further program objectives and may be retained by that program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

SECTION 36 - MAINTENANCE OF EFFORT

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

SECTION 37 - COMPLAINTS

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

SECTION 38 - BONDING AND INSURANCE

The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

38.1 Contractor Bonding Requirements

Before authorizing the Contractor or any Sub-Contractor to receive funds provided under the terms of this Contract, the Contractor and any of its Sub-Contractors shall provide the Board with a fidelity bond covering every officer, director and employee authorized to represent the Contractor or Sub-Contractor for the purpose of receiving or depositing TWC program funds, or issuing financial documents, checks, or other instruments of payment. The Contractor and any of its Sub-Contractors shall be the insured and the Board shall be the certificate holder. The Contractor shall immediately notify the Board if a bond is canceled or reduced and no further disbursements shall be made to the Contractor until adequate coverage has been obtained. The fidelity bond shall be in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in Section 39.8 (Notification) of this Contract.

38.2 Contractor Insurance Requirements

38.2.1 General and Professional Liability Insurance

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.2 Fire and Extended Coverage Insurance

In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.3 Public Liability and Property Damage Insurance

Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30)

days prior to such changes.

38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, it's agents, servants, contractors, employees, or invitees.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for

reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.

39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

Contractor: Fort Worth Independent School District
5701 Meadowbrook Drive
Fort Worth, TX 76112

Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a

provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

- 40.6 Equal Employment Opportunity—All contractors shall comply with E.O. 11246. “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.’s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the

grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Kent Scribner
Superintendent Fort Worth ISD

Date: _____

Date: _____

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 18 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

| (A) COST CATEGORY/LINE ITEM | (B) Program Management and Operations | (C) Education Services | (D) (B + C) Total Budget |
|--|--|------------------------------|-----------------------------------|
| I. PERSONNEL - 6100 | | | |
| Salaries | 377,300.00 | | 377,300.00 |
| Fringe Benefits @ <u>12</u> of Salaries | 45,276.00 | | 45,276.00 |
| Pooled Staff Wages | | 1,183,767.00 | 1,183,767.00 |
| Pooled Staff Fringe | | 161,422.00 | 161,422.00 |
| Other (Specify) Professional Development | | 30,643.00 | 30,643.00 |
| Personnel Subtotal | 422,576.00 | 1,375,832.00 | 1,798,408.00 |
| II. Professional and Contracted Services - 6200 | | | |
| Professional Services | | | |
| Partner Services | | | |
| Other Services | | | |
| PD Services | | | |
| Consultant Fees | | | |
| Consultant Travel | | | - |
| Utilities | 9,203.00 | | 9,203.00 |
| Rent/Lease | 12,699.00 | | 12,699.00 |
| Professional and Contracted Services Subtotal | 21,902.00 | - | 21,902.00 |
| III. Supplies and Materials - 6300 | | | |
| Office Supplies and Materials | 2,500.00 | 37,851.00 | 40,351.00 |
| Postage | | | - |
| Printing | 6,000.00 | | 6,000.00 |
| Computer Hardware | 1,000.00 | 21,388.00 | 22,388.00 |
| Testing Materials | | 40,184.00 | 40,184.00 |
| Software Purchases | | | - |
| Software Usage Fees | | 70,500.00 | 70,500.00 |
| Other - Fuel | 400.00 | | 400.00 |
| Other - (Specify) | | | |
| Operations Subtotal | 9,900.00 | 169,923.00 | 179,823.00 |
| IV. Other Operating Expenses - 6400 | | | |
| Telephone equipment | | | |
| Mobile Phone/Wireless Services | 1,000.00 | | 1,000.00 |
| Staff Mileage Reimbursement | | | - |
| Staff Travel | 12,214.00 | 12,000.00 | 24,214.00 |
| Indirect Costs | | | |
| Other Operating Expenses Subtotal | 13,214.00 | 12,000.00 | 25,214.00 |
| GRAND TOTAL | 467,592.00 | 1,557,755.00 | 2,025,347.00 |

Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet
Sub-Contractor Name: Fort Worth ISD

| Cost Category / Line Item | Management & Operations Funds Source Allocation | | | | | | | Education Services Fund Source Allocation | | | | | | |
|---------------------------|---|-----------|-----------|------|--------------|----------|-------|---|-----------|-----------|------|--------------|----------|-------|
| | AEL Federal | AEL State | EL Civics | TANF | Perf Reserve | Prof Dev | Total | AEL Federal | AEL State | EL Civics | TANF | Perf Reserve | Prof Dev | Total |

| | | | | | | | | | | | | | | |
|----------------------------|------------|-----------|----------|--|--|--|--|------------|------------|------------|------------|--|--|-----------|
| I. PERSONNEL - 6100 | | | | | | | | | | | | | | |
| Personnel Subtotal | 312,216.00 | 94,416.00 | 5,244.00 | | | | | 918,762.00 | 129,681.00 | 143,024.00 | 143,722.00 | | | 30,643.00 |

| II. Professional and Contracted Services - 6200 | | | | | | | | | | | | | | |
|--|-----------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1 6300 xerox | 6,275.00 | | | | | | | | | | | | | |
| 2 6356 AT&T | 9,203.00 | | | | | | | | | | | | | |
| 3 6266 NCS Lease | 6,424.00 | | | | | | | | | | | | | |
| 4 enter line item name | | | | | | | | | | | | | | |
| 5 enter line item name | | | | | | | | | | | | | | |
| Professional and Contracted Subtotal | 21,902.00 | | | | | | | | | | | | | |

| III. Supplies and Materials - 6300 | | | | | | | | | | | | | | |
|---|----------|--|----------|--|--|--|--|-----------|-----------|-----------|--|-----------|-----------|--|
| 1 6300 Printing | 6,000.00 | | | | | | | | | | | | | |
| 2 6300 Software license | | | | | | | | 70,500.00 | | | | | | |
| 3 6311 Fuel | 400.00 | | | | | | | | 5,388.00 | 29,577.00 | | 23,274.00 | | |
| 4 6329 Other Reading Mact | | | 1,000.00 | | | | | | 5,000.00 | 7,500.00 | | 9,234.00 | 19,450.00 | |
| 5 6399 Supp/Mat/Testing | | | | | | | | 70,500.00 | 10,388.00 | 37,077.00 | | 9,234.00 | 42,724.00 | |
| Operations Subtotal | 6,400.00 | | 1,000.00 | | | | | 70,500.00 | 10,388.00 | 37,077.00 | | 9,234.00 | 42,724.00 | |

| IV. Other Operating Expenses - 6400 | | | | | | | | | | | | | | |
|--|-----------|--|--|--|--|--|--|--|--|-----------|--|--|--|--|
| 1 Hoisport | 1,000.00 | | | | | | | | | | | | | |
| 2 Travel | 12,214.00 | | | | | | | | | 12,000.00 | | | | |
| 3 Technology | | | | | | | | | | | | | | |
| 4 enter line item name | | | | | | | | | | | | | | |
| 5 enter line item name | | | | | | | | | | | | | | |
| Other Operating Expenses Subtotal | 13,214.00 | | | | | | | | | 12,000.00 | | | | |

| | | | | | | | | | | | | | | |
|--------------|------------|-----------|----------|----------|--|--|--|--------------|------------|------------|------------|-----------|-----------|--|
| TOTAL | 364,432.00 | 95,416.00 | 2,500.00 | 5,244.00 | | | | 1,011,262.00 | 140,069.00 | 180,101.00 | 152,956.00 | 42,724.00 | 30,643.00 | |
|--------------|------------|-----------|----------|----------|--|--|--|--------------|------------|------------|------------|-----------|-----------|--|

* * * * *
WORKFORCE SOLUTIONS
 FOR TARRANT COUNTY

Salary Detail
 Contractor N Fort Worth ISD
 5

| (A) Category / Position Number | (B) Position Title | (C) Incumbent Last Name, First Initial | (D) Hourly Rate | (E) Number of Hours Per Week | (F) Number of Weeks | (H) = (D x E x F) Total Amount Charged to Contract |
|--|------------------------|--|-----------------------|---------------------------------------|---------------------------|--|
| Program Management and Operations | | | | | | |
| 1 | Director | Vacant | 44.33 | 40 | 48 | 85,113.60 |
| 2 | Adm Assistant | Portales, Mayra | 22.57 | 40 | 48 | 43,334.40 |
| 3 | Coordinator II/Manager | Morgan, Lakisha | 28.31 | 40 | 44 | 49,825.60 |
| 4 | PD Coordinator | Lewis, Nydia | 36.72 | 40 | 44 | 64,627.20 |
| 5 | TEAMS | Maldonado, Angel | 18.21 | 40 | 48 | 34,963.20 |
| 6 | TEAMS | Hall, Kimberly | 16.90 | 40 | 48 | 32,448.00 |
| 7 | TEAMS | Cruz, Jennifer | 18.57 | 40 | 48 | 35,654.40 |
| 8 | Warehouse | Moore, Alec | 8.16 | 40 | 48 | 15,667.20 |
| 9 | Receptionist | Reyna, Yvonne | 8.16 | 40 | 48 | 15,667.20 |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| Program M & O Subtotal | | | | | | 377,300.80 |
| Education Services | | | | | | |
| 1 | Instructor FT | Davis, Bridgett | 39.12 | 40 | 44 | 68,851.20 |
| 2 | Instructor FT | Phelps, Jacqueline | 38.36 | 40 | 44 | 67,513.60 |
| 3 | Career Navigator | Johnson, Frankie | 21.00 | 20 | 48 | 20,160.00 |
| 4 | Mentor Team | 3 Instructors each @ | 21.00 | 20 | 4 | 1,680.00 |
| 5 | Teacher Facilitator | 35 Tf @ an average | 21.00 | 9 | 24 | 4,488.75 |
| 6 | Teachers | 83 @ an average | 21.00 | 9 | 24 | 4,488.75 |
| 7 | Interpreter | 2 @ an average of | 30.00 | 3 | 6 | 540.00 |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| Education Services Subtotal | | | | | | 167,722.30 |
| Total | | | | | | 545,023.10 |

**Tarrant County Workforce Development Board
Facility Cost Worksheet**

A. General Information

1. What facility are you proposing to charge the Board for?

Address: 1100 NW 18th Street
Ft Worth TX 76106

Description: Northside Community Center

2. Is this facility owned by your organization or leased?

Owned Leased

3. Will the Board funded Program be the only program operated in this facility?

Yes No

****If you marked that your organization leases this facility, please complete the section below.
If your organization owns this facility, further discussion with the Board will be needed.**

B. Leased Facilities Information

1. What is the total square footage of this facility?
How much of that will be used for this Board Program?

785.9 sq. ft. - total facility
 sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ 170.48 per month

3. How much do you propose to charge the Board for using this facility?

\$ 170.48 per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

Utilities

5. How have you arrived at the amount to charge the Board?

contract agreement with the City of Fort Worth

6. Is there any other information about this facility or these charges you need to provide?

Not At This Time

**Tarrant County Workforce Development Board
Facility Cost Worksheet**

A. General Information

1. What facility are you proposing to charge the Board for?

Address: 959 E Roseda Street
Ft Worth TX 76105

Description: Southside Community Center

2. Is this facility owned by your organization or leased?

Owned Leased

3. Will the Board funded Program be the only program operated in this facility?

Yes No

****If you marked that your organization leases this facility, please complete the section below.
If your organization owns this facility, further discussion with the Board will be needed.**

B. Leased Facilities Information

1. What is the total square footage of this facility?

How much of that will be used for this Board Program?

2323 sq. ft. - total facility
 sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ 364.86 per month

3. How much do you propose to charge the Board for using this facility?

\$ 364.86 per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

Utilities

5. How have you arrived at the amount to charge the Board?

contract agreement with the City of Fort Worth

6. Is there any other information about this facility or these charges you need to provide?

Not At This Time

PART C
STATEMENT OF WORK

FWISD STATEMENT OF WORK

A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 40% student numbers are met by the proposed date of September 30, 2018.

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to provide the following services during the 2018-2019 year:

3359 Total Number of Students Served

- 15 IET
- 77 Transitions Students
- 3150 Traditional
- 72 Intensive
- 45 EL Civics/IET Students

Our current network of 43 site locations will continue to provide traditional ABE/ASE, ESL and IET services to students across Tarrant County. Our Workplace Literacy sites at Klein Tools and Empire Roofing will continue to serve employees with ESL and HSE needs. We anticipate adding 2-3 additional Workplace Literacy sites, and at least one additional IET class for the 2018-2019 program year. We will offer CDL training at Goodwill Industries and summer intensive programming for FWISD food service and custodial workers to aid their English language acquisition and to expand their future employment opportunities within the school district and beyond. The TEAMS Logistic's coordinator will oversee, monitor to ensure that the 40% benchmark is met by September 30, 2018. We have implemented a trimester schedule that allows for program delivery in fall, spring and summer, as well as the availability of distance learning year-round. Additionally, we have developed and implemented standard operation procedures to ensure accurate, systemic & timely data collection and entry into the TEAMS system. Fall classes will begin in August.

2. Describe the overall innovative approach, design and strategies your organization will utilize to effectively deliver services including the Academy Model and manage resources. Additionally, describe your classroom design to encompass the Math, Reading, Writing, and Career Pathways required through the new Content Standards.

The OAE Lead Teacher and Mentoring Team will provide PD opportunities to assure instructors utilize innovative instructional strategies, to include project based and cooperative learning. Instructors are expected to integrate the use of technology in their classrooms to support student learning, accelerate concept mastery and to improve overall student achievement. Career Navigators and Lead Teachers will work in concert to assure IET documentation is submitted and captured in TEAMS as required. The Dunbar

Community School is an example of our delivery system which follows the Academy Model provides: 3 ESL classes, 1 ABE/ASE class, 1 Contextualized ASE class, 1 Transition class, and career pathway IETs. Our goal is to eventually use Ladder Alliance as our on-site MOS training provider (upon approval), this effort is currently in progress. As students complete their first round of basic ABE/ASE or ESL classes at the Dunbar Community School, the career navigator will provide students with ongoing career counseling and facilitate their enrollment in various IET classes or enrollment at the TCCD Opportunity Center.

The PD Lead and Mentoring Team will offer a minimum of 6 hours for training in the Principals of Adult Learning, Goal Setting and Literacy to prepare our teacher for success in the classroom. ABE/ASE and ESL teachers will provide both individual and whole-group instruction in the areas of Math, Reading, Writing and Career Pathways in accordance with the unique developmental needs of students as determined by pre- and post-assessment data. To enhance instructor effectiveness, teachers are required to participate in engaging and innovative professional development opportunities that model and reinforce the instructional strategies expected in their classrooms. Lesson plans should be engaging, support literacy development and career skills, and are monitored by AEL staff throughout the program year.

3. Explain your planning process alignment to our performance target areas in these programs, including description of the classroom instruction model used, and student results from past and current implementations:

- a. Transitions

Transitions courses prepare students for college and career readiness through the introduction of concepts such as SMART goals, budgeting and financial planning, resume development, interview skills, etc. Fort Worth ISD successfully piloted two Transitions courses during the 2017-2018 program year, and we will expand the availability of Transitions courses at our larger sites. Sites will offer a Transition class of a minimum of 3 hours per week for ABE/ASE students, as well as ESL students categorized as intermediate or above. Students are required to attend a minimum of 12 hours of instruction to successfully complete. The Transition classes will be implemented by the administrative team collectively.

- b. Intensive (Workplace Literacy & ESL for Professionals)

Workplace Literacy is currently offered at two locations: Empire Roofing and Kline Tools. Participating students engage in contextualized ESL and/or HSE coursework, and are expected to exhibit gains at the completion of their coursework. Workplace Literacy will be offered at four locations for the 2018-2019 program year to include Walmart and Amazon.

- c. IET (AEL instruction contextualized for Workforce Training, workforce preparation activities, and workforce training in a specific high demand or occupational cluster as determined by the local workforce board.)

- *Certified Nursing Assistant (CNA) Training is currently offered at Roham Medical Careers. The duration of the course is 6-8 weeks and students will demonstrate their mastery of the concepts learned by passing the CNA state exam.*
- *Commercial Driver's License (CDL) Training will be introduced in the 2018-2019 program year in partnership with Goodwill Industries. Anticipated start by September 2018.*

- d. EL Civics

AEL will collaborate with neighborhood Family Resource Centers to recruit student participants. EL Civics courses will have an emphasis on Project Based Learning and Citizenship.

- e. IET EL Civics

Student candidates identified by their BEST Plus assessment scores by the Career Navigator will have the opportunity pursue CAN, CDL or other certifications offered throughout the consortium with and continue citizenship attainment.

4. Describe how you will monitor, track, and data enter students MSG achievements in these specific areas:

All MSG achievements will be monitored beginning with the TF, TEAMS specialist, Logistics coordinator, and the director overseeing the tracking and data entry of MSG achievements. IET's Post Secondary's are tracked by an assigned TEAMS specialist. (see attachment)

- a. Educational Functioning Level Gain {Type 1}

The educational functioning level gain (Type 1) will be determined by using an approved NRS assessment during the initial (pre) entry into the class. Once the student has met the direct instructional hours (41/61), a post assessment will be given to determine if a gain has been met. The pre/post assessment scores will be entered into TEAMS within two weeks (biweekly) from the date of assessment submission. The assigned data TEAMS specialist will enter, track and monitor the student's achievements in TEAMS on a bi-weekly basis.

- b. Achievement on Pre/Post Tests {Type 1a}

The achievement on pre/posttests (Type 1a) will be entered into TEAMS within two weeks (bi-weekly) from the date of submission. The assigned data TEAMS specialist will verify the data through post assessment data submission. The assigned data TEAMS specialist will enter, track and monitor the student's pre/post achievements into TEAMS on a bi-weekly basis.

- c. Enrollment in Post-Secondary Education in the program year (Type 1b)

The enrollment in post-secondary education in the program year (Type 1b) will be tracked through attendance sign in sheets to include all other sources of documentation deemed appropriate by TWC' AEL staff (college class schedule or proof of college registration). The assigned data TEAMS specialist will verify, enter, track and monitor the student's enrollment in post-secondary education in TEAMS on a bi-weekly basis.

- d. Achievement of HSE (Type 2)

The achievement of HSE (Type 2) certificate will be given to the instructor and submitted to the assigned data teams specialist to verify, enter, track and monitor in TEAMS.

- e. Post-Secondary Transcript (Type 3)

The post-secondary transcript/credentials (Type 3) will be given to the instructor, verified with a copy of class schedule then entered in TEAMS by an assigned data TEAMS specialist to verified when tracking and monitoring TEAMS.

- f. Progress Toward Milestones (Type 4)

Student will submit evidence from employer (certificate, promotion letter) to the instructor, who in turn will submit to TEAMS specialist to verify, enter and track in TEAMS.

- g. Skills Progression (Type 5)

Skills progression results for students in an IET who have passed the required occupational exam results will be submitted to the instructor for submission to the assigned data TEAMS specialist who will enter, track and monitor the students' skills progression.

5. Explain how you will provide a current site listing of classes to the Board AEL department and maintain the list bi-weekly including the position that is responsible for this task.

The Lead Teacher is responsible for disseminating "up-to-date" site listings of classes with the Board AEL and the FWISD AEL staff. This list will be kept current and submitted bi-weekly (Friday beginning the 2nd week in July). Thence forth, updates will continue to be submitted for the program year on a bi-weekly basis. This list will reflect all pertinent information including class type, instructional programs, time and days of instruction including projected opening, orientation and closing dates.

6. Describe how you will collaborate with the Career Center Core contractor and other Partners to enhance integration of services.

To enhance integration of services for our students, FWISD staff will attend monthly Career Center Monthly meetings initiating and continuing communication with community partners, visit their locations to learn more about their services, and collaboratively develop opportunities to partner where possible.

7. How will the services your organization is proposing significantly increase the likelihood of student employability related to Integrated Education and Training or Post- Secondary enrollment?

*To ensure success and likelihood of student employment, FWISD classes utilize contextualized lessons to guide their instruction and integrate SMART goals into their instructional activities. The Career Navigator will provide ongoing career counseling and guide students through the Transitions, IET, or post-secondary enrollment process. Upon successful completion of IET courses, students are eligible to pursue licensure/certification by passing the corresponding state exam. *These activities will be overseen by the Career Navigator.**

8. How does the services your organization is proposing support the mission and vision of Workforce Solutions of Tarrant County?

To FWISD OAE strategically provides educational opportunities, career counseling and career training through a network of community partners to include entities of higher education and local businesses in high-demand industries throughout the Tarrant County Community. The OAE will systematically advertise, recruit and support program participants from intake to program completion to strengthen their economic, developmental and educational opportunities.

B. Program Objectives

1. How do you plan to outreach for the services your organization is proposing to ensure year-round services are available with a non-break in service delivery?

The OAE utilizes a comprehensive outreach approach to include: Workforce Board marketing and referrals, FWISD Parent Engagement Department, FWISD Communications Department, faith based institutions, presence at Tarrant County community activities and direct marketing through each site to reach students in the

immediate community. These marketing efforts are led by the FWISD OAE administrative team with the intent to impact registration and attendance that support yearround classes throughout the year.

2. Clearly explain and define how proposed outcomes will meet the Board, program, and state contracted performance objectives.

All staff will review, evaluate contracted performance objectives from the previous year at the initial PD training. The proposed 2018-2019 outcomes will be part of the PD plan which would include strategies and processes to ensure that all staff assist in meeting these targets. Each of the program offerings will meet the assessment requirements for adult education classes as outlined by the state assessment guide. All students will receive the required pre- and progress testing through approved instruments and the content shared will be within the allowable state guidelines. Students who successfully complete their program will move us closer to our overall county target.

3. How will you ensure that there are bi-weekly scheduled registrations supporting an open enrollment model for continuous service?

All sites will be required to host bi-weekly registration sessions until classes are filled. Once classes are filled, each TF will begin a waiting list and provide students with engaging activities of on line resources such as Texasrealitycheck.com, GED.com and USA Learns so that these students can continue their learning momentum while preparing for class space to open. Should space become available, the TF will call waitlisted students to schedule registration. If students are willing to attend classes at an alternate location, the TF will refer them to the nearest site with available seats. To ensure that all available sites are following the bi-weekly registrations model, the Mentoring Team and Teacher Facilities will oversee, and implement registration.

The Lead Teacher will submit updated class schedules to The Call Center bi-weekly.

C. Organization Capability/Demonstrated Effectiveness

1. How has your organization delivered comparable or related services in the prior three years? Include status of monitoring reports, corrective action plans, and current/past programmatic and fiscal performance.

Our program was placed on a Technical Assistance Plan related to overall data entry issues during the 2015-2016 program year. With the start of the 2016-2017 program year, our consortium and the local programs were able to start with a clean slate and a one-year target that did not reflect the rollover students from 2014-2015. During this year our program and the consortium reached its performance targets for the first time in 3 years. This milestone is evidence that the changes and the collaboration efforts are working toward meeting the assigned state goals. To continue this level of performance, data is consistently entered, monitored and tracked according to state requirements with the implemented processes aligned with the AEL guide for entering data into TEAMS in a timely manner.

2017-2018

This year our local program has expanded our work place literacy offerings, added IETS and Transition classes, revised our instructional delivery model, and improved teacher support. The office has built-in redundancies and back-ups in the TEAMS areas to limit the possibility of being blindsided by sudden staffing changes.

FWISD OAE continues to monitor student contact hours to ensure timely assessment is administered after 41/61 contact hours. To assure accuracy, site TF's review/record all pertinent updates on enrollment daily or as needed. We have made major gains and intend to continue our efforts as we identify gaps in our program.

2. Describe the relevant experience and qualifications of your personnel as it pertains to the proposed service.

Program Director: The program director is an education professional with experience in program /systems management, knowledge of budget development and oversight, and supervisory experience. The program director will have experience working in a collaborative environment and has experience in partnership development. He/she will have knowledge of grant management, data entry administration and professional development planning. He/she will be an exceptional communicator and serve as a liaison between FWISD and Texas Workforce Solutions.

Logistics Coordinator and TEAMS staff: The Logistic Coordinator has been with the local program for almost 3 years but has been with adult education for 11 years. She has a master's degree in Business Administration and has used her skills and experience to lead the TEAMS entry staff in developing and implementing revised models to ensure proper and timely data entry. Her staff includes full time and part-time TEAMS clerks that took on the task of restoring the data integrity of the FWISD OAE. The coordinator and her team has done the work to build processes in house and relationships with staff and partners in a way that has allowed the office to increase its efficiency and accuracy dramatically.

Lead Teacher and Mentors: Oversees the Mentor team and professional development providing equitable distribution of services to instructors and students. The current Lead Teacher has 1.5 years of experience in this position. She was a full-time adult education teacher that has 9 years of experience in ABE/ ASE and ESL classrooms. She holds a master's degree in Educational Leadership. She also has K-12 experience as a certified teacher in the state of Mississippi where she enjoyed success in the classroom. The Mentor Team includes successful, experienced educators with advance post-secondary degrees. This team is working to build and train teachers and site staff in techniques and methods that will improve instruction and student success.

General Teaching Staff: All OAE instructors are degreed professionals that have demonstrated success in the classroom. The greater majority are certified retired or

current fulltime teachers. All new instructors are assigned a mentor and shadowing hours to support and improve their teaching proficiency.

D. Financial Management/Cost Effectiveness

1. How do you monitor that costs are reasonable, necessary, and allowable?

The district shall adhere to the Cost Principles for federal grants, GAAP and any additional grant-specific cost principles. All district costs with federal grant funds, whether direct or indirect, will meet the minimum requirements of allow ability as specified in the 2 CFR 200.403. In addition, the costs must meet the general provisions for selected items of cost (2 CFR 200.420). The general principles state that costs must:

- *Be reasonable and necessary:*
 - *A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.*
 - *Necessary is defined as costs needed to carry out the grant activities and identified on the plan.*
- *Be allocable to the award. All services and goods acquired by the grant are aligned and used in the grant.*
- *Be authorized or not prohibited under State or local laws or regulations.*
- *Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.*
- *Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.*
- *Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.*
- *Are determined in accordance with generally accepted accounting principles (GAAP).*
- *Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.*
- *Be the net of all applicable credits.*
- *Be adequately documented.*

2. What methodology is in place for cost allocation, indirect/overhead costs, and in-kind funds?

The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines.

This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.

All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200-Subpart E), the grant application program assurances, the granting agency's policies, and the district policies and procedures. District costs generally fall under two major categories:

- 1) compensation/benefits; and*
- 2) non-compensation (contracted services, supplies, services, travel or equipment).*

The districts Indirect Cost Rate, or the maximum allowable rate, whichever is less will be used to post Indirect Costs for federal funds to the General Fund. The Accounting Department will prepare a general ledger entry for the indirect costs and will post the entry to the finance general ledger.

The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information. Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district's Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.

The Grant Manager over each federal grant award shall ensure that requirements for cost sharing and/or matching funds are approved through the grant approval process prior to the submission of the grant. At a minimum, the Superintendent and the Chief Financial Officer must approve the commitment of all cost sharing and matching grant funds. If cost sharing or matching funds are required as part of a federal grant award, the required direct or in-kind expenditures should be recorded and tracked on the general ledger. If matching grant funds are required in the General Fund (Fund 199), the district will use a sub-object to separately track the expenditures for reporting and compliance purposes.

3. Clearly describe your fiscal organizational structures, cash management system, and knowledge in accordance with GAAP.

The FWISD Business and Finance Division will perform multiple roles. However, adequate controls of separation of duties will be maintained always. The departments are:

- Accounting Compliance*
- Accounts Payable*
- Budget and Finance*
- Compensation and Employee Records*
- Records Management*
- Grants Development, Management and Monitoring (G&D)*
- Fiscal Business Operations*
- Purchasing*

- *Payroll, Benefits and Risks*

All Business and Finance Division staff is expected to comply with the: Code of Ethics and Standard Practices for Texas Educators [Board Policy DH (Exhibit), School Board Policy CAA Local regarding fraud, FWISD Code of Conduct (Employee Handbook), Confidentiality Agreement, and FWISD Acceptable Use Guidelines.

PART D
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Drug-Free Workplace

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

Signature Date

Typed or Printed Name and Title of Authorized Representative

Organization

Address

City, State, Zip Code

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN MENTAL HEALTH CONNECTION OF TARRANT COUNTY AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF SUPPORTING THE TRUST BASED RELATIONAL INTERVENTIONS PILOT

BACKGROUND:

Recent studies indicate that traumatic experiences affect the brains, minds and behavior of children and adolescents and have been linked to mental illness including anxiety and depression, suicide and other types of violence, alcohol and substance abuse, and other physical and behavioral health issues. The Mental Health Connection (MHC) Trust Based Relational Intervention (TBRI) Pilot is a community collaborative of 29 area agencies and organizations who have joined together to address childhood trauma by teaching TBRI principles of Empowering, Connecting and Correcting in classrooms, courtrooms, hospitals, agencies, etc. These principles and the skills associated with TBRI are used with parents, students, teachers, administrators, clinicians and others to help brains come back online in order for learning to be possible.

This Memorandum of Understanding requires a small monetary commitment from participating agencies for training opportunities. It also asks for data sharing (completion of pilot evaluation tools by counselors and intervention specialists). The Pilot is a three-year commitment.

STRATEGIC GOAL:

Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Mental Health Connection of Tarrant County and Fort Worth Independent School District for the Purpose of Supporting the Trust Based Relational Interventions Pilot
2. Decline to approve the Memorandum of Understanding Between Mental Health Connection of Tarrant County and Fort Worth Independent School District for the Purpose of Supporting the Trust Based Relational Interventions Pilot
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Mental Health Connection of Tarrant County and Fort Worth Independent School District for the Purpose of Supporting the Trust Based Relational Interventions Pilot

FUNDING SOURCE

Not Applicable

COST:

VENDOR:

Texas Christian University Karyn Purvis Institute of Child Development

PURCHASING MECHANISM

PARTICIPATING SCHOOL/DEPARTMENTS

Department of Counseling Services
Department of Intervention Services

RATIONALE:

Trust Based Relational Intervention® is an evidence-based practice model that trains individuals to provide effective support and treatment for at-risk children. According to data collected in 2015-16 SY, 67% of students in 4th and 5th grades (over 10,000 records) scored high or significant on symptoms of trauma. Also, utilizing the TBRI interventions (specifically Nurture Groups with Elementary students), over 121 ADA days were recovered post intervention (with a sample group of only 100), 32.5% fewer students reported high frequencies of “feeling jumpy or nervous” post intervention and 84.8% of the students maintained or improved reported number of discipline incidents. These interventions are ways to help students engage meaningfully in a classroom and feel safe and secure in their environment.

INFORMATION SOURCE:

Cherie Washington
Michael Steinert
Cynthia Bethany



TBRI PILOT MEMORANDUM OF UNDERSTANDING

Expectations of Fort Worth ISD (agency)

1. Complete all required documents in a timely manner: (application, contact list, consent form, MOU, etc.)
2. Provide information requested for and participation in all pilot evaluation activities in a timely manner
3. Designate one or more person(s) to support the TBRI Pilot as designated: pilot My agency Liaison(s) will be:

| | Name | Title | Email | Phone |
|-----------------|------------------|----------|--|--------------|
| Primary Contact | Cynthia Bethany, | Director | Cynthia.bethany@fwisd.org | 817-814-2900 |

Research Liaison Cynthia Bethany

Implementation Liaison Kathryn Everest, Director Kathryn.everest@fwisd.org & Vicki Warren, Director vicki.warren@fwisd.org

4. Participate in the training opportunities offered by this pilot during implementation including coaching/support and trouble-shooting meetings conducted by KPICD/MHC TBRI Pilot.
5. Understand that only dues-paying MHC members IN GOOD STANDING will be eligible for discount. Indicate the number(s) your agency intends to train the following options over the three-year pilot:

| Training Option | Normal Cost of Training | Estimated number by 2020 |
|-----------------------|-------------------------|--------------------------|
| One-Day Training | \$25 | 400 |
| Two-Day Training | \$100 | 350 |
| Practitioner Training | \$3,500 | 10 |

6. Participate in on-going opportunities to reach consensus and to improve the pilot experience.

Mental Health Connection (MHC) will:

1. Seek funds to help underwrite costs of the TBRI training options.
2. Provide overall coordination of the TBRI pilot in partnership with Karyn Purvis Institute of Child Development (KPICD).
3. Provide staffing to the TBRI Steering Committee.
4. Facilitate communications with the TBRI pilot members.
5. Work in good faith to accomplish the goals of the TBRI Pilot.
6. Underwrite the cost of training/support sessions for all pilot participants.

Patsy Thomas, President

Mental Health Connection

Date

Cynthia Bethany
Name, Title

FWISD
(Agency)

6/25/18
Date

182 7.9.18

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND THE MARRIOTT FOUNDATION FOR PEOPLE WITH DISABILITIES AND BRIDGES FROM SCHOOL TO WORK

BACKGROUND:

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with disabilities. BRIDGES is a School-to-Work transition program that assists students with disabilities to successfully transition from school to work by developing and supporting competitive employment opportunities. This proposal is for the 2018-2019 school year. The period of performance for RFP 17-095 is through June 30, 2019 with the option to extend for four (4) years in one-year increments. This agreement will expire June 30, 2023 if all options to extend are exercised.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Memorandum of Understanding between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work.
2. Decline to Approve the Memorandum of Understanding between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Memorandum of Understanding between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work.

FUNDING SOURCE

Additional Details

Special Revenue

224-11-6299-001-104-23-513-000000-18F13

COST:

\$40,000.00

VENDOR:

The Marriott Foundation for People with Disabilities (BRIDGES from School to Work)

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD High Schools

RATIONALE:

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with disabilities. BRIDGES is a school-to-work transition program that facilitates competitive employment for students with disabilities enrolled in grade 12.

INFORMATION SOURCE:

Charles Carroll
Mariagrazia Sheffield
Dianne Hawkins

Appendix: Memorandum of Understanding

**Fort Worth Independent School District
and
Marriott Foundation for People with Disabilities and
BRIDGES FROM SCHOOL TO WORK
-- DFW OFFICE --**

This Memorandum of Understanding outlines a collaboration between the Fort Worth Independent School District (FWISD) and the Marriott Foundation for People with Disabilities (MFPD). Designed as a Pilot Project, its purpose is to establish and maintain a successful Bridges from school to work program in the FWISD. Bridges is a school-to-work transition program that provides recruitment, intake, assessment, enrollment, job readiness and employability skills instruction, job search, job development, job placement, and job retention services to young adults who receive special education services.

The Bridges pilot project will be administered jointly by the FWISD and the MFPD in coordination with the FWISD's school-to-work transition efforts. This memorandum shall be effective July 1, 2018, and shall continue in effect until June 30, 2019 unless canceled by either party as outlined in Section VI.

I. Background and Need for Cooperation

The MFPD was established in 1989 to enhance employment opportunities for youth with disabilities through its transition programs Bridges FROM SCHOOL TO WORK and Bridges. Bridges assists students with disabilities as they successfully transition from school to work by developing and supporting competitively paid employment with local businesses during their last year in high school. Using a comprehensive package of outreach, education, job matching, and appropriate supports, the program works toward ensuring a successful employer/employee relationship for all involved. The mission of the program is to transform the lives of young adults with disabilities through the power of a job.

Bridges distinguishes itself from other transition programs in that it provides an additional focus on opportunities for employment growth and advancement beyond the initial placement in an entry-level job. Over the course of a 12-18 month period, its mission is to launch young people with disabilities on a path that includes ongoing vocational development leading to increases in wages, hours worked and job responsibilities.

Piloted in Montgomery County, MD in the fall of 1989, Bridges has since

Piloted in Montgomery County, MD in the fall of 1989, BRIDGES has since expanded to other major metropolitan areas including Atlanta, Baltimore Chicago, Dallas, Los Angeles, Oakland, Philadelphia, San Francisco, Washington, DC. Research indicates that transition programs for youth are most successful when partnerships are developed to include the local school system, business communities, and the state vocational rehabilitation agencies. It is the goal of this Memorandum of Understanding (MOU) to contribute to a successful effort in Fort Worth, by outlining the roles and responsibilities of involved parties.

II. Responsibilities and Commitments

Each party to this memorandum has resource and/or areas of expertise critical to the program's overall success. The commitments of each party in this regard are outlined below:

The MFPD and its staff will

- Coordinate all components of the BRIDGES model through the FWISD and with their guidance in designated high schools.
- Consistent with FWISD goals, promote/market the program to students, teachers, and other personnel who can identify and refer students for enrollment in the program.
- Attend and participate in FWISD school based meetings, including IEPs, Special Education Departmental meetings, and other gatherings as needed.
- Offer the Marriott name and presence to program efforts in general, and to efforts relative to outreach to the business community in particular.
- Recruit, employ, train and supervise BRIDGES staff.
- Create and support linkages with FWISD, schools, employers, youth and their families, vocational rehabilitation agencies and others for the purpose of meeting program objectives.
- Work closely with FWISD, and as guided by them, school-based Special Education personnel, to interview and assess students for enrollment in the BRIDGES program.
- Provide administrative support for the program, including creating and maintaining student case files, both in hard copy and electronic format. Student records will contain detailed documentation about interventions and outcomes as they relate to pursuit of employment, job placement, job

completion, job advancement, etc.

- Compile, analyze and report data relative to all program activity as a basis for measuring success, including wage rates, job performance, hours worked, job advancement, employment tenure, disability classifications, etc.
- Assign BRIDGES staff to visit the individual schools on a regular basis and provide in-service workshops, observe classes, and spend time in the classroom with teachers and students. One-on-one and group workshops could include instruction on: effective interviewing; completing job applications; demonstrating appropriate workplace behaviors; serving customers; understanding the importance of attendance and punctuality; adhering to work schedules; following policies and procedures; using public transportation; and dressing for success.
- Use the BRIDGES processes to establish and support positive employment matches, using both current and new employer contacts.
- Assist employers with coaching and counseling BRIDGES students when work-based issues arise; assist with acclimating and orienting students to their new jobs; visit job sites to reinforce employer expectations; visit job sites to retrain students on job readiness/retention concepts taught at school; support employers in their efforts to help students retain their jobs, and encourage students to succeed in their jobs.
- Work toward a goal of enrolling at least 40 students, placing at least 32 into competitive, unsubsidized employment, helping at least 24 to complete 90 days of employment, and assisting at least 20 to complete 180 days of employment. Bridges will also monitor increases in wages, hours, more responsibility, achievement of certification, and /or supporting their pursuit of post-secondary education or training.
- Provide appropriate, needs-based, ongoing follow-up and monitoring for up to 12 months post placement, as funding allows, in accordance with the following:
 - Ongoing support for 12 months after job placement will include regular follow-up and monitoring (in-person, via phone and email) with the employer and the school-based personnel.
 - The BRIDGES employer representative and school-based faculty will handle on a case-by-case basis the appropriate intervention for students who quit or are fired from a job. For those students who fail to complete 90-days of employment, but are in a position to be placed in a subsequent job that could lead to 90 days of continuous employment, their length of employment will be considered

continuous if one month or less elapses between loss of the first job and placement in the subsequent job.

- Collaborate with all parties to maintain/develop local funding and other resources to support the ongoing operation and/or growth of the program.

The FWISD and Special Education transition staff will:

Work with MFPD staff to ensure the effective implementation of BRIDGES in coordination with and support of their current transition processes and objectives, to include the following:

- Each academic year, identify and refer at least 40 qualified prospective BRIDGES participants who optimally:
 - Are students with a disability and an I.E.P;
 - Are in their last year of high school;
 - Are 17-21 years of age;
 - Desire to participate in the program;
 - Commit to successful employment and conscientious program participation.
- Facilitate linkages between project staff, parents and other appropriate supports for the BRIDGES participant, including Vocational Rehabilitation, social workers, caseworkers, and school counselors.
- Assist with coordination of academic requirements and schedules with BRIDGES work schedules and interviews.
- Provide, as needed, access to IEPs and other academic records, including reading and computation levels, disability diagnoses, vocational assessments, transition plans, etc., to assist with a successful BRIDGES intervention.
- Assist BRIDGES staff in supporting of a successful employment experience (including team-based coaching and counseling to promote job retention and vocational success, and assisting with garnering parental support and requisite authorizations).
- Encourage BRIDGES staff to participate fully in the school's activities.
- Collaborate with all parties in developing local funding and other resources to support ongoing operation and/or growth of the program, including supplying letters of support, attending bidders' conferences, etc.

III. Funding

The Fort Worth Independent School District will contribute \$40,000 toward this project, in accordance with the following payment schedule:

- Four quarterly payments of \$10,000, to be billed by mid-month in September of 2018, December of 2018, February of 2019, and May of 2019, for a total of \$40,000.
- To ensure an adequate pool of referrals, and to increase the likelihood of success, FWISD faculty and staff will identify and refer at least 40 qualified students who meet the criteria listed in this document. Thirty referrals should occur by September 15th and 30 more by December 15th.

Actual cost to operate Bridges in pilot project is estimated at \$200,000. MFPD, in collaboration with FWISD will seek to secure funds from other public and or private sources to meet actual cost.

Funding Out Clause: If the Fort Worth Independent School District is unable to provide funding in any given year, the District may exercise its option to cancel the contract as outlined in section VI.

IV. Record Keeping

All parties to this memorandum will develop a mutual understanding of the records to be maintained by each party. Each party will perform its record keeping and distribution function in a timely and accurate manner.

The MFPD maintains a comprehensive Web-based case management system that retains information associated with each student, including assessment, enrollment, placement, and intervention. This case management system is capable of generating reports that can assist with data collection and analysis that help track and measure programmatic outcomes.

V. Confidentiality

All parties in accordance with applicable laws and regulations will maintain confidentiality of all student information. All required releases will be signed at the time of referral to the program, and prior to implementation of any services.


VI. Modification and Cancellation

This Memorandum of Understanding may be modified, canceled and/or renewed at any time by mutual agreement of all parties. Modifications or renewals must be distributed to all parties and attached to this original


memorandum. Cancellation of this MOU will occur 30 days after written notice from any party to this memorandum, to all other parties, expressing intent to cancel. Payment will be made for all outcome benchmarks reached on the date the cancellation takes effect.

VII. Signatures


Marriott Foundation for People With Disabilities

By:  Title: Executive Director Date: 5/7/18

Fort Worth Independent School District 5/28/2018

By:  Title: Director Date: 5/24/18
Dianne Hawkins, Ed.D.

5/6/18

By:  Title: Superintendent Date: _____
Kent P. Scribner, Ph.D.

Executive Summary

From its flagship office in Dallas, the Bridges from School to Work (Bridges) program of the Marriott Foundation for People with Disabilities proposes to collaborate with the Fort Worth Independent School District (FWISD) to provide comprehensive services aimed at achieving competitive, integrated employment for students with IEPs. Bridges proposes to begin providing services in the first semester of the 2018-2019 academic year, continuing through June 30, 2023, with annual renewals contingent upon performance and available funding. Each year, Bridges will enroll at least 40 high school students. Of the 40 enrolled, Bridges will place at least 32 in competitive, integrated employment. Of those 32, 24 will remain employed at least 90 days. After students achieve at least 90 days of employment, Bridges will follow, monitor, and report their retention benchmarks at 180 days, 270 days, and 365 days, where applicable. Bridges will provide services to FWISD for an annual cost of \$40,000.

Bridges will employ two direct service staff members, known as employer representatives, who will each enroll at least 20 students annually (for a total of 40) in this highly individualized work-based learning program. Bridges employer representatives match students with competitive, integrated employment that aligns with their interests, aptitudes, and abilities. Employer representatives provide recruitment, intake, enrollment, assessment, job readiness, job search, job placement, job retention, and long-term follow-up.

By design, Bridges is employer driven. Bridges seeks to fill the job vacancies of employers and to satisfy the employment aspirations of young adults. The Bridges approach succeeds because it meets employers' needs for skilled and reliable workers: Bridges employer representatives work individually with students to prepare them to be assets to local businesses.

The Marriott Foundation for People with Disabilities, a public charity 501(c)(3), was established in 1989 by the family of J. Willard Marriott, founder of Marriott International. The Foundation developed and operates its nationally recognized Bridges From School to Work program in nine cities across the U.S., transforming lives through the power of a job.

In its 26-year history, Bridges has served more than 21,000 youth, helping place more than 16,400 (77.5%) of them into competitive, integrated jobs with more than 4,200 employers across a wide range of industries. From 2012-2016, of the 3,000 youth served who stayed on the job for 90 days, 80% remained employed at least 180 days, many much longer. In Dallas specifically, more than 650 youth have been placed into competitive employment with more than 225 local employers.



Division of Grants Administration
Request for Noncompetitive Procurement (Sole-Source) Approval

Complete and submit this form to request prior approval for a noncompetitive, sole-source proposal. Limit one proposal per form.
Completion and submission of this form satisfies the requirement in 2 CFR 200.320(f).

Name of Federal Grant: SPECIAL EDUCATION CONSOLIDATED GRANT
Name of Grantee: FORT WORTH ISD
County-District #: 220905
Date: 6/28/17

Description of Request

Describe the proposal, and explain the rationale for making it noncompetitive.

Bridges From School to Work provides a link to competitive employment for school-aged qualified students whose disabilities might otherwise impact post-secondary transition. This program is intended to provide work-related training, on the job placement, and follow-up to students with disabilities who whose post-secondary transition goals will be met through competitive employment.

Do you have a sole-source verification letter from the proposed vendor? [X] Yes [] No

How many vendors have been contacted for price quotes that led you to determine that there is only a sole source? 4

List the vendors contacted:

1) AARP Disability Services - Placement only allowed for adults with intellectual disabilities; 2) gettinghired.com - Works with disabilities and job placement. Does not provide job training; 3) Texas Workforce Commission - Excludes student from DACA; 4) Bridges to Work (Marriott Foundation for People With Disabilities - meet all requirements - works with disabilities, job training, & job placement.

Provide a reason that this procurement is a noncompetitive or sole-source procurement.

Bridges- From School to Work is the only program that meet all of our criteria: work related training, on the job placement, and follow-up to FWISD students with Disabilities.

RECEIVED
JUL -5 2017
GRANTS COMPLIANCE AND OVERSIGHT

Certification

Name and Title of Authorized Official: Senior Officer, Grants and Dev.
Signature of Authorized Official: Macy Marsden
Date: 6/29/17

This form must be signed by the authorized official.

Email this signed form to TEA's chief grants administrator at grants@tea.texas.gov.

For TEA Use

- [X] Request for prior written approval is approved as requested.
[] Request for prior written approval is approved with the following changes:

[] Request for prior written approval is denied.
Signature of Chief Grants Administrator: [Signature] 9-15-17
Date: []

September 18, 2017

Kent Scribner, Superintendent
Fort Worth ISD
100 N. University Dr.
Ft. Worth, TX 76107-3010

SUBJECT: Approval of request for authorization of noncompetitive, sole-source proposals

Dear Dr. Scribner:

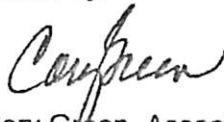
Thank you for following the procedure to request that TEA expressly authorize noncompetitive (sole-source) proposals in response to your written request under Title 2 of the Code of Federal Regulations (2 CFR) 200.320(f)(3).

Your requests for authorization of the sole-source proposals on the enclosed forms are approved for the period of availability of the grant funds used to obtain the procurement.

You must adequately document for auditors or monitors your procurement process.

If you have questions about this letter, please contact me via email at grants@tea.texas.gov and enter "sole source authorization-approval" in the subject field.

Sincerely,



Cory Green, Associate Commissioner
Department of Grants Compliance and Oversight

Enclosures

cc: Kara Belew, Deputy Commissioner of Finance
Yolanda Cantu, Senior Director, Grants Administration Division



June 28, 2017

Mrs. Dianne Hawkins
Director, Special Education Department
Fort Worth Independent School District
100 N. University Drive, Suite NE231
Fort Worth, TX 76107

Greetings Mrs. Hawkins:

This letter is to acknowledge your determination that we are a sole source provider for Fort Worth Independent School District. The Fort Worth Independent School District and the Marriott Foundation for People with Disabilities maintain a Memorandum of Understanding that outlines transition services for high school students, ages 17-24, who receive Special Education services under IDEA. The Marriott Foundation and its Bridges from School to Work (Bridges) Program assists school districts in their efforts to achieve positive outcomes for high school students with disabilities as they exit public education and enter the work force and/or post-secondary education. Since 1989, the program has served more than 21,000 youth in nine major U.S. cities. Several school districts across the country consider us to be a sole source provider of transition services.

Bridges is a provider of job readiness, job placement, and job retention services for high school students with disabilities. Bridges staff members, known as Employer Representatives, are assigned to specific high school campuses of Fort Worth Independent School District. Bridges Employer Representatives regularly visit these high schools to collaborate with the vocational adjustment counselors and other transition-related faculty in preparing students for competitive employment with local businesses. Once deemed job-ready, Bridges staff members assist students with becoming members of the work force by matching them to jobs that align with their skills, interests, abilities, and aptitudes.

As part of the scope of services, Bridges staff will provide the following: conduct intake and determine eligibility; establish relationships with high school faculty and staff; deliver job readiness and employability skills instruction; source job opportunities in the local community; cultivate relationships with local employers; assist students with completing job applications; transport students to and from job interviews as needed; make contact with parents and guardians; and play an integral role in the wrap-around services afforded to students as they prepare to exit high school and enter the workforce. Once students are employed, Bridges staff members follow and monitor them for up to 12 months post hire, provided they remain compliant with program requirements. Bridges provides long-term intervention and follow-along services, unlike other agencies that close cases once participants reach 90 days of employment.

The Marriott Foundation's Bridges program looks forward to its partnership with Fort Worth Independent School District, and is proud to be an integral part of transition services for high school students with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Mollard".

Robert Mollard
Director
Bridges from School to Work

1201 Main Street, Suite 2450
Dallas, TX 75202

p: 214.658.9820 f: 214.658.9822

A Marriott Foundation Program
www.bridgestowork.org

**CONSENT AGENDA ITEM
BOARD MEETING
AUGUST 7, 2018**

TOPIC: APPROVE FIRST READING - REVISION TO BOARD POLICY DEC (LOCAL)

BACKGROUND:

Several revisions were made to Board Policy DEC (LOCAL) issued on September 22, 2017. Since that time, there have been some local changes to different employee groups requiring Fort Worth ISD to update DEC (LOCAL).

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve first reading - revision to Board Policy DEC (LOCAL).
2. Decline to Approve first reading - revision to Board Policy DEC (LOCAL).
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve first reading - revision to Board Policy DEC (LOCAL).

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments.

RATIONALE:

The approval of this policy will ensure the language is aligned with our current status.

INFORMATION SOURCE:

Sammy Monge
Mia Hall

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Definitions

The term “immediate family” is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse’s grandparent.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Bereavement Leave

“Bereavement leave” shall be given to all District employees, other than substitute or temporary employees, in the event of the death of a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full time or part time.

Paid Time Off

“Paid Time Off” (PTO) shall be defined as a bank of days in which the District pools state, local, and vacation days and allows employees to use the days as need or desire arises.

Availability

The District shall make state personal leave, local leave, and vacation leave for the current year available for use at the beginning of the school year. To be eligible to use vacation leave, an employee must have worked a minimum of six months.

When an employee is on a leave of absence, all leave balances shall be kept current (accrued as earned) until the employee returns to work.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently availa-

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

ble. Any unapproved scheduled PTO absence for which the employee did not obtain approval from an authorized supervisor, or absences beyond accumulated and available paid leave, shall result in deductions from the employee's pay.

Leave Proration
*Employed for
Less Than Full
Year*

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year;
2. Local leave the employee used but had not earned as of the date of separation; and
3. Any additional paid leave the employee received under this policy, including pregnancy/parenting/adoption leave.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay.

Order of Use

Earned compensatory time shall be used before any available paid PTO. Available PTO shall be used before deducting from an employee's pay. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order:

1. Local leave.
2. State personal leave.
3. Vacation leave from the previous fiscal year.
4. Vacation leave from the current fiscal year.

Recording

Leave shall be recorded as follows:

1. Leave shall be recorded in whole-day or half-day increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
3. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

**Concurrent Use of
Leave**

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

When an employee is absent ten or more consecutive workdays for medical reasons, the District shall require the employee to request a leave of absence.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child;
4. The employee requests FMLA leave for military caregiver purposes;
5. The employee requests paid pregnancy leave under this policy for a pregnancy-related illness, injury, or medical condition; or
6. The employee requests parenting or adoption leave under this policy to care for a newborn or newly adopted child with a serious health condition.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Scheduled PTO

To minimize impact on the educational program and District operations, the Board requires employees to differentiate the manner in which discretionary leave is taken (e.g., scheduled PTO).

State Personal
Leave

All District employees (other than substitute and temporary employees) shall be entitled to five days of state personal leave earned prorated consistent with their work schedule, with no limit of accumulation and no restrictions on transfer among districts. State leave shall be available for use at the beginning of the school year.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Local Leave Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than ~~pyramiding substitutes~~, substitutes, **part-time employees without benefits**, ~~or and~~ temporary employees), and any rehired retiree in a permanent full-time position, shall earn paid local leave days each school year, based on the number of months of service normally required for the employee's position:

| Months Normally Required | Local Leave Days Per Year |
|--------------------------|---------------------------|
| 10 | 5 |
| 11 | 6 |
| 12 | 7 |

Local leave shall accumulate without limit and shall be available for use at the beginning of the school year.

PTO Reasons

PTO shall include time taken for:

1. An employee's own illness or injury that prevents the employee from fulfilling the employee's assigned duties;
2. Care of the employee's newborn child, adoption of a child by the employee, or placement of a child with the employee for foster care, when the leave is taken in the first year after the birth, adoption, or placement;
3. Illness or death in the employee's immediate family;
4. The reasons allowed for use of state sick leave accumulated before May 30, 1995 [see DEC(LEGAL)]; and
5. An individual employee's discretion, subject to the limitations set out below.

PTO Designation

Although PTO may be taken for any and all purposes stated above, state, local, and vacation leave shall remain separate for the purpose of accumulation and the order of use deemed appropriate by each employee.

Sick Leave Program

An employee who has exhausted all available PTO, whether from state leave, local leave, or vacation leave, may apply for additional leave days through the District's sick leave program (SLP). Leave days granted from the SLP shall be in accordance with the Board-approved bylaws, which are available in the Health Services office.

Bereavement Leave

Purpose

Each District employee (other than a substitute or temporary employee) shall be granted two days of paid bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave. Such leave shall be limited to five occurrences in a two-year period.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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| Pay Status | If an employee has no available paid leave at the time of a death in the employee's immediate family, the District shall grant the employee a maximum of three additional days of bereavement leave, from which the District shall deduct the daily rate of an appropriate substitute, whether or not a substitute is employed. |
| Duration | The employee shall be permitted up to five absences for each occurrence, subject to District approval. |
| Family and Medical Leave | All employees who have been employed by the District for at least 12 months and have worked 1,250 hours during the previous 12-month period shall be eligible for FMLA leave. [See DECA(LEGAL)] |
| Eligibility | |
| Combined Leave for Spouses | If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)] |
| Intermittent or Reduced-Schedule Leave | The District shall permit use of intermittent or reduced-schedule FMLA leave under certain circumstances. |
| Certification of Leave | If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)] |
| Fitness-for-Duty Certification | If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. |
| End-of-Semester Leave | If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester] |
| Failure to Return | If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost] |
| Local Pregnancy / Parenting / Adoption Leave | The District shall grant a leave of absence to any District employee (other than a substitute or temporary employee) who suffers a disability caused by pregnancy or childbirth or who adopts and cares for a child up to two years of age. |
| Eligibility | |
| Application Procedure | The employee shall notify the principal or designee or immediate supervisor or designee and shall contact the employee relations division in the Human Capital Management department for the application procedure. |

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

| | |
|-----------------------------------|---|
| Duration | Local pregnancy/parenting/adoption leave shall be for a maximum of six consecutive calendar weeks, as measured from the date of childbirth or adoption, or from the first official date of medical leave, whichever occurs earlier. |
| Limitations on Duration | <p>The District shall require the employee to use any paid leave, including compensatory time, concurrently with an unpaid local pregnancy/parenting/adoption leave of absence.</p> <p>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant a maximum of 20 consecutive workdays of paid leave, subject to deduction of the daily rate of a substitute for the employee's position for each day used, whether or not a substitute is employed.</p> <p>The combined total of paid leave days shall not exceed six consecutive calendar weeks.</p> <p>If both spouses are employed by the District, the District shall limit the local pregnancy/parenting/adoption leave to a combined total of six weeks; and the combined total of paid leave, beyond the employee's available paid leave, shall not exceed 20 consecutive workdays.</p> <p>The District shall require the employee to use local pregnancy/parenting/adoption leave concurrently with FMLA leave, as applicable.</p> |
| Temporary Disability Leave | Any District employee (other than a substitute or temporary employee) shall be eligible for temporary disability leave at any time the employee's condition interferes with the performance of regular duties. |
| Eligibility | <p>The term "temporary disability" shall include the condition of pregnancy when such a condition interferes with the performance of regular duties. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated the same as any other disability.</p> |
| Duration | The maximum length of temporary disability leave shall be 180 calendar days. The leave shall be inclusive of the 12-week period allowed by the FMLA. |
| Assignment / Reassignment | <p>If leave extends beyond the period of FMLA leave, an educator shall be assigned or reassigned in accordance with law.</p> <p>[See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> |

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable. [See DEC(REGULATION) for application procedures.]

Paid Leave Offset

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty (petit jury or grand jury) shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Absences for court appearances related to an employee's personal business not related to a valid subpoena shall be deducted from leave balances or deducted from the employee's pay. [See DEC(REGULATION)]

The employee shall be allowed to retain any compensation received for jury service.

The employee shall notify the principal or immediate supervisor or designee upon receipt of the summons and shall submit to the payroll office a copy of the jury summons, the subpoena, or other appropriate documentation.

**Neutral Absence
Control**

If an employee does not return to work within 180 calendar days of being out on a leave of absence, the District shall provide the employee with written notice that the maximum allotted District leave time has been exhausted and that the District shall pursue termination of an employee, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If paid leave has been exhausted, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

Assault Leave

See DEC(LEGAL) for provisions related to assault leave.

Military Leave

See DECB(LEGAL) for provisions related to military leave.

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 061 TRIMBLE TECHNICAL HIGH SCHOOL AND DAGGETT ELEMENTARY SCHOOL (RFP 18-014) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 10, 2017, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with MDI General Contractors for the 2013 Capital Improvement Program Bid Package 061 (RFCSP 18-014). Negotiations with MDI General Contractors were completed and a contract was issued and executed between the District and MDI General Contractors.

Additional costs have been identified at TEA 011 Trimble Technical High School in an amount not-to-exceed \$25,000 including modifications to the following building components: structural modifications to the locker room foundation. Additional costs have been identified at TEA 119 Daggett Elementary School in an amount not-to-exceed \$60,000 including modifications to the following building components: hazardous materials abatement and a pier reconciliation. These costs can be funded from within the project budget and therefore do not require the use of program contingency.

| Description | BOE Date | Current Budget | Changes | Revised Budget |
|-------------------|----------|----------------|----------|----------------|
| Original Contract | 10/10/17 | \$3,798,500 | - | \$3,798,500 |
| Budget Increase | 08/07/18 | \$3,798,500 | \$85,000 | \$3,883,500 |
| Total: | | | \$85,000 | |

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 061 Trimble Technical High School and Daggett Elementary School (RFP 18-014) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 061 Trimble Technical High School and Daggett Elementary School (RFP 18-014) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 061 Trimble Technical High School and Daggett Elementary School (RFP 18-014) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

| | | |
|-----|------------------------------------|-----------|
| CIP | 681-81-6629-B39-011-99-000-000000- | \$ 25,000 |
| | 681-81-6629-B39-119-99-000-000000- | \$ 60,000 |

COST:

Not-To-Exceed \$85,000

VENDOR:

MDI 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 011 Trimble Technical High School
TEA 119 Daggett Elementary School

RATIONALE:

A budget increase is needed to a fund change orders in a not-to-exceed amount of \$85,000 which cannot be covered with the available funds within the General Contractor's Agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer
Danielle Aery

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 065 DIAMOND HILL-JARVIS HIGH SCHOOL (RFP 18-012) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On September 12, 2017, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Reeder + Summit Joint Venture for the 2013 Capital Improvement Program Bid Package 065 (RFP 18-012). Negotiations with Reeder + Summit Joint Venture were completed and a contract was issued and executed between the District and Reeder + Summit Joint Venture. Additional costs have been identified at TEA 004 Diamond Hill-Jarvis High School in an amount not-to-exceed \$18,500 for additional millwork in the offices. These costs can be funded from within the project budget and therefore do not require the use of program contingency.

| Description | BOE Date | Current Budget | Changes | Revised Budget |
|-------------------|----------|----------------|-----------|----------------|
| Original Contract | 09/12/17 | \$2,650,000 | - | \$2,650,000 |
| Budget Increase | 04/10/18 | \$2,650,000 | \$150,000 | \$2,800,000 |
| Budget Increase | 08/07/18 | \$2,800,000 | \$18,500 | \$2,818,500 |
| Total: | | | \$168,500 | |

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Increase for Bid Package 065 Diamond Hill-Jarvis High School (RFP 18-012) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 065 Diamond Hill-Jarvis High School (RFP 18-012) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Increase for Bid Package 065 Diamond Hill-Jarvis High School (RFP 18-012) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B39-004-99-000-000000- \$ 18,500

COST:

Not-To-Exceed \$18,500

VENDOR:

Reeder + Summit Joint Venture

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 004 Diamond Hill-Jarvis High School

RATIONALE:

A budget increase is needed to a fund change orders in a not-to-exceed amount of \$18,500 which cannot be covered with the available funds within the General Contractor's Agreement.

INFORMATION SOURCE:

Vicki D. Burris

Elsie Schiro

Randy Cofer

Danielle Aery

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 017 TANGLEWOOD ELEMENTARY SCHOOL (RFP 15-036) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On December 13, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #003 (RFP 15-036) Bid Package 017 Phase III. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC. Additional costs have been identified at TEA 171 Tanglewood Elementary School for costs associated with kitchen exhaust hood modifications. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$75,000 and the transfer of \$75,000 from Program Contingency to fund a change order for the items noted above.

| Description | BOE Date | Current Budget | Changes | Revised Budget |
|------------------------|-----------------|-----------------------|-----------------|-----------------------|
| Original Contract | 12/13/16 | \$2,469,356 | - | \$2,469,356 |
| Budget Increase | 08/15/17 | \$2,469,356 | \$30,000 | \$2,499,356 |
| Budget Increase | 09/26/17 | \$2,499,356 | \$115,770 | \$2,615,126 |
| Budget Increase | 01/23/18 | \$2,615,126 | \$75,000 | \$2,690,126 |
| Budget Increase | 02/27/18 | \$2,690,126 | \$80,000 | \$2,770,126 |
| Budget Increase | 06/26/18 | \$2,770,126 | \$365,000 | \$3,135,126 |
| Budget Increase | 08/07/18 | \$3,135,126 | \$75,000 | \$3,210,126 |
| Total: | | | \$740,770 | |

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Budget Increase for Bid Package 017 Tanglewood Elementary School (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 017 Tanglewood Elementary School (RFP 15-036) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment and Budget Increase for Bid Package 017 Tanglewood Elementary School (RFP 15-036) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B47-999-99-000-000000- \$ 75,000

COST:

Not-To-Exceed \$75,000

VENDOR:

Bartlett Cocke General Contractors, LLC

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:

A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$75,000 which cannot be covered with the available funds within the General Contractor's Agreement.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer
Danielle Aery

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project | Revised 07/17/18 | Bid Package 017 | Revised 08/07/18 |
|-----|--|---------------------|-----------------------|---------------------|
| 001 | Amon Carter - Riverside High School | \$ 11,381,062 | | \$ 11,381,062 |
| 002 | Arlington Heights High School | \$ 9,087,306 | | \$ 9,087,306 |
| 003 | South Hills High School | \$ 7,942,718 | | \$ 7,942,718 |
| 004 | Diamond Hill-Jarvis High School | \$ 7,267,723 | | \$ 7,267,723 |
| 005 | Dunbar High School | \$ 3,971,155 | | \$ 3,971,155 |
| 006 | Eastern Hills High School | \$ 1,750,813 | | \$ 1,750,813 |
| 008 | North Side High School | \$ 1,476,946 | | \$ 1,476,946 |
| 009 | Polytechnic High School | \$ 6,932,915 | | \$ 6,932,915 |
| 010 | Paschal High School | \$ 12,697,654 | | \$ 12,697,654 |
| 011 | Trimble Technical High School | \$ 2,485,111 | | \$ 2,485,111 |
| 014 | Southwest High School | \$ 2,082,991 | | \$ 2,082,991 |
| 015 | Western Hills High School | \$ 6,251,656 | | \$ 6,251,656 |
| 016 | O.D. Wyatt High School | \$ 2,552,657 | | \$ 2,552,657 |
| 018 | Middle Level Learning Center | \$ 84,577 | | \$ 84,577 |
| 019 | Metro Opportunity High School | \$ 104,386 | | \$ 104,386 |
| 026 | Jo Kelly School | \$ 98,191 | | \$ 98,191 |
| 042 | Daggett Middle School | \$ 201,461 | | \$ 201,461 |
| 043 | Wedgwood Sixth Grade School | \$ 3,151,821 | | \$ 3,151,821 |
| 044 | Elder Middle School | \$ 3,594,287 | | \$ 3,594,287 |
| 045 | Forest Oak Middle School | \$ 658,633 | | \$ 658,633 |
| 047 | Handley Middle School | \$ 175,419 | | \$ 175,419 |
| 048 | William James Middle School | \$ 977,827 | | \$ 977,827 |
| 049 | Kirkpatrick Middle School | \$ 2,761,286 | | \$ 2,761,286 |
| 050 | McLean Middle School | \$ 4,935,663 | | \$ 4,935,663 |
| 051 | Meacham Middle School | \$ 321,596 | | \$ 321,596 |
| 052 | Meadowbrook Middle School | \$ 1,005,246 | | \$ 1,005,246 |
| 053 | Monnig Middle School | \$ 230,783 | | \$ 230,783 |
| 054 | Morningside Middle School | \$ 2,234,747 | | \$ 2,234,747 |
| 056 | Riverside Middle School | \$ 193,511 | | \$ 193,511 |
| 057 | Rosemont Middle School | \$ 471,521 | | \$ 471,521 |
| 058 | W.C. Stripling Middle School | \$ 370,880 | | \$ 370,880 |
| 059 | J. Martin Jacquet MS | \$ 391,817 | | \$ 391,817 |
| 060 | Wedgwood Middle School | \$ 246,477 | | \$ 246,477 |
| 061 | Leonard Middle School | \$ 330,050 | | \$ 330,050 |
| 062 | International Newcomer Acad / Applied Learning Academy | \$ 303,092 | | \$ 303,092 |
| 063 | Como Montessori School | \$ 2,495,445 | | \$ 2,495,445 |
| 064 | Glencrest 6th Grade | \$ 2,626,119 | | \$ 2,626,119 |
| 067 | Rosemont 6th Grade | \$ 2,195,607 | | \$ 2,195,607 |
| 069 | McLean 6th Grade | \$ 4,564,516 | | \$ 4,564,516 |
| 070 | Jean McClung Middle School | \$ 133,464 | | \$ 133,464 |
| 071 | Benbrook Middle School / Westpark ES (Conversion) | \$ 8,865,625 | | \$ 8,865,625 |
| 081 | Young Women's Leadership Academy | \$ 3,284,205 | | \$ 3,284,205 |
| 082 | Texas Academy of Biomedical Sciences | \$ 204,101 | | \$ 204,101 |
| 083 | Young Men's Leadership Academy | \$ 5,591,999 | | \$ 5,591,999 |
| 084 | World Language Academy | \$ 6,156 | | \$ 6,156 |
| 087 | VPA/STEM | \$ 52,987,571 | | \$ 52,987,571 |
| 101 | Alice Carlson Applied Learning Center | \$ 124,581 | | \$ 124,581 |
| 103 | Benbrook Elementary School | \$ 2,647,356 | | \$ 2,647,356 |
| 104 | Boulevard Heights Elementary School | \$ 462,801 | | \$ 462,801 |
| 105 | West Handley Elementary School | \$ 6,204,038 | | \$ 6,204,038 |
| 107 | Burton Hill Elementary School | \$ 123,702 | | \$ 123,702 |
| 110 | Carroll Peak Elementary School | \$ 76,371 | | \$ 76,371 |
| 111 | Carter Park Elementary School | \$ 2,197,638 | | \$ 2,197,638 |
| 114 | Manuel Jara Elementary School | \$ 113,327 | | \$ 113,327 |
| 115 | George C. Clarke Elementary School | \$ 1,714,841 | | \$ 1,714,841 |

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project | Revised 07/17/18 | Bid Package 017 | Revised 08/07/18 |
|-----|--|---------------------|-----------------------|---------------------|
| 116 | Lily B. Clayton Elementary School | \$ 158,103 | | \$ 158,103 |
| 117 | Como Elementary School | \$ 233,393 | | \$ 233,393 |
| 118 | Hazel Harvey Peace Elementary School | \$ 82,514 | | \$ 82,514 |
| 119 | E.M. Daggett Elementary School | \$ 3,070,209 | | \$ 3,070,209 |
| 120 | Rufino Mendoza Elementary School | \$ 2,422,193 | | \$ 2,422,193 |
| 121 | DeZavala Elementary School | \$ 3,833,265 | | \$ 3,833,265 |
| 122 | Diamond Hill Elementary School | \$ 1,763,629 | | \$ 1,763,629 |
| 123 | S.S. Dillow Elementary School | \$ 208,715 | | \$ 208,715 |
| 124 | Maude I. Logan Elementary School | \$ 261,290 | | \$ 261,290 |
| 125 | Eastern Hills Elementary School | \$ 191,230 | | \$ 191,230 |
| 126 | East Handley Elementary School | \$ 2,345,315 | | \$ 2,345,315 |
| 127 | Christene C. Moss Elementary School | \$ 1,876,709 | | \$ 1,876,709 |
| 129 | John T. White Elementary School | \$ 84,752 | | \$ 84,752 |
| 130 | Harlean Beal Elementary School | \$ 203,876 | | \$ 203,876 |
| 131 | Rosemont Elementary School | \$ 87,811 | | \$ 87,811 |
| 132 | Glen Park Elementary School | \$ 1,660,478 | | \$ 1,660,478 |
| 133 | W. M. Green Elementary School | \$ 4,668,103 | | \$ 4,668,103 |
| 134 | Greenbriar Elementary School | \$ 1,868,256 | | \$ 1,868,256 |
| 135 | Van Zandt-Guinn Elementary School | \$ 104,439 | | \$ 104,439 |
| 137 | Hubbard Heights Elementary School | \$ 127,052 | | \$ 127,052 |
| 138 | H.V. Helbing Elementary | \$ 392,315 | | \$ 392,315 |
| 139 | Milton L. Kirkpatrick Elementary School | \$ 1,919,857 | | \$ 1,919,857 |
| 141 | Meadowbrook Elementary | \$ 115,699 | | \$ 115,699 |
| 143 | D. McRae Elementary School | \$ 137,571 | | \$ 137,571 |
| 144 | Mitchell Boulevard Elementary School | \$ 2,573,360 | | \$ 2,573,360 |
| 146 | M.H. Moore Elementary School | \$ 188,193 | | \$ 188,193 |
| 147 | Morningside Elementary School | \$ 185,734 | | \$ 185,734 |
| 148 | Charles E. Nash Elementary School | \$ 2,309,982 | | \$ 2,309,982 |
| 149 | North Hi Mount Elementary School | \$ 118,238 | | \$ 118,238 |
| 150 | Oakhurst Elementary School | \$ 213,586 | | \$ 213,586 |
| 151 | Natha Howell Elementary School | \$ 142,516 | | \$ 142,516 |
| 152 | Oaklawn Elementary School | \$ 221,420 | | \$ 221,420 |
| 153 | A.M. Pate Elementary School | \$ 154,566 | | \$ 154,566 |
| 154 | M.L. Phillips Elementary School | \$ 159,573 | | \$ 159,573 |
| 156 | Ridglea Hills Elementary School | \$ 2,333,018 | | \$ 2,333,018 |
| 157 | Luella Merrett Elementary School | \$ 3,240,550 | | \$ 3,240,550 |
| 159 | Versia L. Williams Elementary School | \$ 2,801,931 | | \$ 2,801,931 |
| 160 | Maudrie M. Walton Elementary School | \$ 142,839 | | \$ 142,839 |
| 161 | Sam Rosen Elementary School | \$ 1,907,868 | | \$ 1,907,868 |
| 162 | Sagamore Hill Elementary School | \$ 206,625 | | \$ 206,625 |
| 163 | Bruce Shulkey Elementary School | \$ 560,493 | | \$ 560,493 |
| 165 | R.J. Wilson Elementary School | \$ 1,405,234 | | \$ 1,405,234 |
| 166 | South Hi Mount Elementary School | \$ 227,889 | | \$ 227,889 |
| 167 | South Hills Elementary School | \$ 136,932 | | \$ 136,932 |
| 168 | Springdale Elementary School | \$ 3,430,289 | | \$ 3,430,289 |
| 169 | Sunrise-McMillan Elementary School | \$ 2,431,493 | | \$ 2,431,493 |
| 171 | Tanglewood Elementary School | \$ 7,043,771 | \$75,000 | \$ 7,118,771 |
| 172 | W.J. Turner Elementary School | \$ 209,058 | | \$ 209,058 |
| 175 | Washington Heights Elementary School (New) | \$ 13,610,142 | | \$ 13,610,142 |
| 176 | Waverly Park Elementary School | \$ 298,687 | | \$ 298,687 |
| 177 | Westcliff Elementary School | \$ 128,595 | | \$ 128,595 |
| 178 | Westcreek Elementary School | \$ 529,748 | | \$ 529,748 |
| 180 | Western Hills Elementary School | \$ 4,779,743 | | \$ 4,779,743 |
| 184 | Worth Heights Elementary School | \$ 176,275 | | \$ 176,275 |
| 186 | David K. Sellars Elementary School | \$ 4,494,411 | | \$ 4,494,411 |
| 187 | J.T. Stevens Elementary School | \$ 273,078 | | \$ 273,078 |

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



| Org | Project | Revised 07/17/18 | Bid Package 017 | Revised 08/07/18 |
|--------|--|---------------------|-----------------------|---------------------|
| 188 | Atwood McDonald Elementary School | \$ 2,292,271 | | \$ 2,292,271 |
| 190 | Riverside Applied Learning Center | \$ 115,415 | | \$ 115,415 |
| 194 | Daggett Montessori | \$ 301,897 | | \$ 301,897 |
| 206 | Bill Elliott Elementary School | \$ 129,237 | | \$ 129,237 |
| 208 | T.A. Sims Elementary School | \$ 140,477 | | \$ 140,477 |
| 209 | Edward J. Briscoe Elementary | \$ 106,018 | | \$ 106,018 |
| 216 | Woodway Elementary School | \$ 1,543,184 | | \$ 1,543,184 |
| 217 | I.M. Terrell Elementary School | \$ 137,810 | | \$ 137,810 |
| 219 | Lowery Road Elementary School | \$ 6,001,478 | | \$ 6,001,478 |
| 220 | Alice Contreras Elementary School | \$ 1,583,669 | | \$ 1,583,669 |
| 221 | Western Hills Primary | \$ 442,005 | | \$ 442,005 |
| 222 | L. Clifford Davis Elementary School | \$ 406,763 | | \$ 406,763 |
| 223 | Cesar Chavez Primary | \$ 131,996 | | \$ 131,996 |
| 224 | M. G. Ellis Primary | \$ 267,096 | | \$ 267,096 |
| 225 | Bonnie Brae Elementary School | \$ 124,486 | | \$ 124,486 |
| 226 | Seminary Hills Park Elementary School | \$ 181,382 | | \$ 181,382 |
| 227 | Dolores Huerta Elementary School | \$ 179,203 | | \$ 179,203 |
| 241 | Westpark Elementary School (New) | \$ 19,057,020 | | \$ 19,057,020 |
| 259 | Van Zandt-Guinn Elementary School | \$ 12,277,573 | | \$ 12,277,573 |
| 350 | Adult Education Center | \$ 16,043 | | \$ 16,043 |
| 834 | Wilkerson-Greines Athletic Fields | \$ 164,282 | | \$ 164,282 |
| 835 | Farrington Athletic Field | \$ 155,855 | | \$ 155,855 |
| 836 | Scarborough-Handley Athletic Field | \$ 1,623,826 | | \$ 1,623,826 |
| BP 028 | Final amounts per school to be finalized upon contract execution | \$ 2,180,560 | | \$ 2,180,560 |
| 000 | Reimbursement to General Fund for Purchase of YWLA | \$ 4,453,537 | | \$ 4,453,537 |
| B44 | Other Program Costs | \$ 300,000 | | \$ 300,000 |
| 999 | Indirect Cost Redistribution - Prop 1 | \$ 21,708,509 | | \$ 21,708,509 |
| 999 | Indirect Cost Redistribution - Prop 2 | \$ 2,531,256 | | \$ 2,531,256 |
| B45 | Construction Escalation Allowance - Prop 1 | \$ - | | \$ - |
| B45 | Construction Escalation Allowance - Prop 2 | \$ 785,000 | | \$ 785,000 |
| B47 | Owner's Program Contingency - Prop 1 | \$ 1,394,281 | (\$75,000) | \$ 1,319,281 |
| B47 | Owner's Program Contingency - Prop 2 | \$ 523,992 | | \$ 523,992 |
| OCP | Contingency from Scope Adjustments | \$ - | | \$ - |
| OFC | Funds Associated with Additions to be Built at Other Campuses | \$ - | | \$ - |
| CSA | Contingency Set Aside for Additional Indirect Costs | \$ - | | \$ - |
| ADA | ADA Compliance Contingency | \$ 11,259 | | \$ 11,259 |
| FFE | FF&E Contingency | \$ 154,724 | | \$ 154,724 |
| TEC | Contingency Transfer from Technology | \$ 397,292 | | \$ 397,292 |
| SSC | Safety & Security Contingency | \$ 602,337 | | \$ 602,337 |
| | | \$ 362,217,788 | | \$ 362,217,788 |
| | Technology Assessment | \$ 99,990,835 | | \$ 99,990,835 |
| | Proposition 3 | \$ 30,000,000 | | \$ 30,000,000 |
| | 2013 CIP Grand Total | \$ 492,208,623 | | \$ 492,208,623 |

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: AUTHORIZATION TO ENTER INTO CONTRACT FOR THE PURCHASE OF USER LICENSES FOR THE WEB-BASED COMPUTERIZED PROJECT INFORMATION AND MANAGEMENT SYSTEM USED FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

In March 22, 2016, the Board of Education approved to enter into contract for the purchase, installation, implementation and maintenance of the web-based computerized project information and management system, e-Builder software used by all parties in the 2013 Capital Improvement Program (CIP) the last two years.

The contract has since expired and in accordance with Texas Education Code §44.031, staff recommends that the Board approve to enter into contract with e-Builder, Inc. for the purchase of user licenses of the web-based computerized project information and management system with the firm identified below.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into Contract For The Purchase Of User Licenses For The Web-Based Computerized Project Information And Management System Used For The 2013 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into Contract For The Purchase Of User Licenses For The Web-Based Computerized Project Information And Management System Used For The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization To Enter Into Contract For The Purchase Of User Licenses For The Web-Based Computerized Project Information And Management System Used For The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

681-81-6629-B44-999-99-000-000000

COST:

\$86,160.00.

VENDOR:

e-Builder, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid Number: 16-030-F

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

The computerized project information and management system is necessary to support the completion of the 2013 Capital Improvement Program.

INFORMATION SOURCE:

Vicki D. Burris

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVAL OF PLAT AT TEA 004 DIAMOND HILL-JARVIS HIGH SCHOOL FOR THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Construction at TEA 004 Diamond Hill-Jarvis High School will require a replat of the campus site. This board agenda item is to present the plat for Lot 2, Block 9, Jarvis Heights, City of Fort Worth, Tarrant County, Texas.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Plat at TEA 004 Diamond Hill-Jarvis High School for the 2013 Capital Improvement Program
2. Decline to Approve Plat at TEA 004 Diamond Hill-Jarvis High School for the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Plat at TEA 004 Diamond Hill-Jarvis High School for the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
District Operations
TEA 004 Diamond Hill-Jarvis High School

RATIONALE:

The plat must be recorded with Tarrant County in order to satisfy county requirements.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer
Danielle Aery

**CONSENT AGENDA ITEM
BOARD MEETING
August 7, 2018**

TOPIC: APPROVAL OF PLAT AT TEA 171 TANGLEWOOD ELEMENTARY SCHOOL FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Construction at TEA 171 Tanglewood Elementary School will require a replat of the campus site. This board agenda item is to present the plat for Lot 1R, Block A, Edwards Ranch School Site, City of Fort Worth, Tarrant County, Texas.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Plat at TEA 171 Tanglewood Elementary School for the 2017 Capital Improvement Program
2. Decline to Approve Plat at TEA 171 Tanglewood Elementary School for the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Plat at TEA 171 Tanglewood Elementary School for the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
District Operations
TEA 171 Tanglewood Elementary School

RATIONALE:

The plat must be recorded with Tarrant County in order to satisfy county requirements.

INFORMATION SOURCE:

Vicki D. Burris
Elsie Schiro
Randy Cofer
Danielle Aery

**ACTION AGENDA ITEM
BOARD MEETING
August 7, 2017**

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 TASB 11, Position D. This representative's term expires at the close of the 2017 Convention. Therefore, in order for the District to continue to have representation on the TASB Board of Directors a representative must be nominated for the 3-year term to begin at the close of the 2017 TASA/TASB Convention.

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 a as needed basis, normally in conjunction with a Board meeting. The Director should be 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

District Wide

RATIONALE:

The District's representation on the TASB Board of Directors is of the utmost importance. Representative must understand processes and issues that come before the TASB Board of Directors for state and national policy makers.

INFORMATION SOURCE:

Dr. Kent P. Scribner
Sammy Monge



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received in the TASB Austin Headquarters on or before AUGUST 29, 2018.

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

Endorsements Received as of July 3, 2018

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|---|-----------------------------|
| Region 1, Position A Currently held by Patricia O'Caña Olivarez (Mission CISD) Total active members in Region= 38 Endorsements required for 25 percent= 10 Endorsements required for Majority= 20 | Patricia O'Caña-Olivarez (Mission CISD) (I) Brief Bio | 1 |
| | Oscar Riojas (Mercedes ISD) Brief Bio | 1 |
| Region 3 Currently vacant Total active members in Region= 40 Endorsements required for 25 percent= 10 Endorsements required for Majority= 21 | Tami Keeling (Victoria ISD) Brief Bio | 1 |
| | Demitrio Garcia (Kenedy ISD-Karnes County) Brief Bio | 1 |
| Region 4, Position A Currently held by Georgan Reitmeier (Klein ISD) Total active members in Region= 51 Endorsements required for 25 percent= 13 Endorsements required for Majority= 26 | Justine Durant (Spring ISD) Brief Bio | 1 |
| | Georgan Reitmeier (Klein ISD) (I) Brief Bio | 1 |
| Region 4, Position C Currently held by Tony Hopkins (Friendswood ISD) Total active members in Region= 51 Endorsements required for 25 percent= 13 Endorsements required for Majority= 26 | Steven Dennis (Channelview ISD) Brief Bio | 1 |
| | Tony Hopkins (Friendswood ISD) (I) Brief Bio | 1 |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|--|-----------------------------|
| Region 4, Position F* Bob Covey (Cypress-Fairbanks ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i> | Bob Covey (Cypress-Fairbanks ISD) (I) Brief Bio | 1 |
| Region 5 Currently held by Nicholas Phillips (Nederland ISD) Total active members in Region=34 Endorsements required for 25 percent=9 Endorsements required for Majority=18 (Endorsement Count) | Nicholas Phillips (Nederland ISD) (I) Brief Bio | 1 |
| Region 10, Position A Currently held by Debbie Gillespie (Frisco ISD) Total active members in Region=83 Endorsements required for 25 percent=21 Endorsements required for Majority=42 (Endorsement Count) | Debbie Gillespie (Frisco ISD) (I) Brief Bio | 1 |
| Region 10, Position D Currently vacant Total active members in Region=83 Endorsements required for 25 percent=21 Endorsements required for Majority=42 (Endorsement Count) | Kevin Carbo (Mesquite ISD) Brief Bio | 1 |
| | Patricia Ikard (Maypearl ISD) Brief Bio | 1 |
| | Ty G Jones (Lancaster ISD) Brief Bio | 1 |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|--|-----------------------------|
| Region 10, Position D Currently vacant Total active members in Region=83 Endorsements required for 25 percent=21 Endorsements required for Majority=42 | Kelly Juergens (Celina ISD) Brief Bio | 1 |
| | Chip Langston (Kaufman ISD) Brief Bio | 1 |
| | Bruce Minchey (Melissa ISD) Brief Bio | 1 |
| Region 11, Position D Currently held by Ann Calahan (Stephenville ISD) Total active members in Region=77 Endorsements required for 25 percent=19 Endorsements required for Majority=39 | Corinne French (Valley View ISD-Cooke County) Brief Bio | 1 |
| | Bowie Hogg (Arlington ISD) Brief Bio | 1 |
| | Maria Jones (Mineral Wells ISD) Brief Bio | 1 |
| | Ralph Kunkel (Birdville ISD) Brief Bio | 1 |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|--|---|-----------------------------|
| Region 12 Currently held by Mildred Watkins (La Vega ISD) Total active members in Region=77 Endorsements required for 25 percent=19 Endorsements required for Majority=39 | Mildred Watkins (La Vega ISD) (I) Brief Bio | 1 |
| Region 13, Position C Currently held by Vernagene Mott (Pflugerville ISD) Total active members in Region=57 Endorsements required for 25 percent=14 Endorsements required for Majority=29 | Vernagene Mott (Pflugerville ISD) (I) Brief Bio | 1 |
| Region 17 Currently held by Kay Alley (Crosbyton CISD) Total active members in Region=58 Endorsements required for 25 percent=15 Endorsements required for Majority= 30 | Kay Alley (Crosbyton CISD) Brief Bio | 1 |
| | Brad Woosley (Denver City ISD) Brief Bio | 1 |
| Region 18 Currently held by Lee Lentz-Edwards (Kermit ISD) Total active members in Region=34 Endorsements required for 25 percent=9 Endorsements required for Majority=18 | Lee Lentz-Edwards (Kermit ISD) (I) Brief Bio | 1 |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|--|--|-----------------------------|
| Region 19 Currently held by Armando Rodriguez (Canutillo ISD) Total active members in Region=13 Endorsements required for 25 percent=4 Endorsements required for Majority=7 | Marlene Bullard (Tornillo ISD) Brief Bio | 1 |
| | Armando Rodriguez (Canutillo ISD) (I) Brief Bio | 1 |
| | Alfonso Velarde (El Paso ISD) Brief Bio | 1 |
| Region 20, Position E* Currently held by Sandy Hughey (North East ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i> | Sandy Hughey (North East ISD) (I) Brief Bio | |

* Large District Position

(I) Incumbent that has indicated that they will be seeking reelection



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: **5/21/2018**

NAME: **Corinne Elizabeth French**
 ADDRESS: [REDACTED]
 CITY: [REDACTED] ZIP: [REDACTED]
 BUSINESS PHONE: [REDACTED] RESIDENCE PHONE [REDACTED]
 CELL PHONE: [REDACTED] FAX NUMBER (if applicable): **N/A**

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]
 SCHOOL DISTRICT: **Valley View Independent School District (Cooke County)**
 LOCAL TERM EXPIRES: **May 2019** YEARS ON BOARD: **6**
 (Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes

BOARD POSITIONS HELD/DATES: **Vice President 2017-2018, Secretary 2016-2017**

OCCUPATION: **Higher Education Professional**
 CURRENT EMPLOYER: **University of North Texas, Denton, TX** Dates: **2014 - current**
 EDUCATION-HIGH SCHOOL: **Shadyside High School, Ohio** COLLEGE: **Texas Woman's University**
 OTHER EDUCATION: **University of North Texas** DEGREES: **Bachelor of Science & M.Ed.**
 HOBBIES/SPECIAL INTERESTS: **Photography, Gardening, and Scrapbooking**
 BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): _____

See next page _____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

See next page _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)

Corinne French Bio



Corinne French was appointed to the VVUSD board in 2012, elected in 2013, and ran unopposed in 2016. She currently serves as the board Vice President. Ms. French received a Bachelor's of Science degree in Family Sciences from Texas Woman's University and a Master's Degree in Higher Education from the University of North Texas. She works at the University of North Texas and coordinates district involvement with the Eagle Advantage program. She plans on-campus transition programs for high school juniors and seniors and facilitates college transition workshops in local high

schools. She serves as the advisor for the HerCampus UNT student organization. French also serves on the NTRP-16 council and on the executive board of the North Texas Area Association of School Boards (NTAASB). Ms. French is a 2015 Leadership TASB graduate and has served as a member of the Legislative Advisory Council. French is an advocate for public education. She enjoys photography, scrapbooking, and gardening.

Ms. French's higher education background and experience allows her to bring a balanced perspective to the board- as a parent and advocate. Ms. French presents at both TASB's Winter Governance and Legal Seminar and Summer Leadership Institutes. She has six children, all have attended Valley View Schools. Her oldest sons are graduates of VVHS. Hunter attends the University of North Texas and studies engineering along with serving in the US Air Force Reserves. Austin graduated from UNT in 2017 and works as a business analyst at PepsiCo.





TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 6, 2018

NAME: Bowie J. Hogg

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: N/A

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): N/A

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Arlington Independent School District

LOCAL TERM EXPIRES: May 2020 YEARS ON BOARD: 10
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes No

BOARD POSITIONS HELD/DATES: President 2013-2015; Vice President 2011-2013;
Secretary 2010-2011

OCCUPATION: Healthcare Executive

CURRENT EMPLOYER: Alight Solutions, LLC Dates: 2017 - Present

EDUCATION-HIGH SCHOOL: Arlington HS 1996 COLLEGE: Texas A&M University 2001

OTHER EDUCATION: N/A DEGREES: BBA

HOBBIES/SPECIAL INTERESTS: Education, Healthcare, Community Service, Drinking and Driving Prevention

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): See Attached

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



TASB Board Candidate Biographical Sketch
Arlington ISD – Bowie Hogg
Business/Professional/Civic Group Member Addendum

| | |
|---|----------------|
| Downtown Arlington Management Corporation | 2016 – Present |
| Young Men for Arlington Board of Directors | 2008 – Present |
| United Way of Tarrant County Board of Directors | 2010 – 2016 |
| Chair United Way of Arlington | 2012 – 2014 |
| Society for Human Resources | 2005 – Present |
| DFW Business Group on Health | 2005 – Present |
| Arlington Life Shelter Advisory Board | 2013 – Present |
| Junior League of Arlington Advisory Board | 2012 – 2015 |



June 6, 2018

TASB Board Nominee
Bowie Hogg

Bowie Hogg was elected to the board in May of 2008 and is a product of the Arlington schools from kindergarten through high school graduation. Mr. Hogg graduated from the Mays Business School at Texas A&M University with a Bachelors of Business Administration degree. Mr. Hogg also represented the Arlington and the Dallas-Fort Worth metroplex by being chosen out of 216,000 applicants to appear on the original edition of the Emmy nominated television show, The Apprentice. Mr. Hogg is a healthcare executive with Alight Solutions LLC, also currently serving on the Board of the Texas Association of School Boards and the Downtown Arlington Management Corp. Mr. Hogg also served his community as a Board member for the United Way of Tarrant County, Leadership Arlington, Theatre Arlington, Chamber of Commerce, and the Advisory Board for the Arlington Life Shelter and the Junior League of Arlington. Mr. Hogg's passions are education, healthcare and community service with his two daughters and wife who is a former 5th grade teacher.



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 18, 2018

NAME: Maria L. Jones

ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: _____

SCHOOL DISTRICT: Mineral Wells ISD

LOCAL TERM EXPIRES: June 2020 YEARS ON BOARD: 7
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes No

BOARD POSITIONS HELD/DATES: Trustee, Vice President 2014-2015; President 2015 to present

OCCUPATION: Chief Chemistry Technologist

CURRENT EMPLOYER: Palo Pinto General Hospital Dates: 1976-1992 & 1994 to present

EDUCATION-HIGH SCHOOL: Mineral Wells HS COLLEGE: Tarleton State & TX Woman's Univ

OTHER EDUCATION: _____ DEGREES: 3-1/2 years college

HOBBIES/SPECIAL INTERESTS: Reading, doing puzzles, learning about education

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): AMT, HEW, Girl Scout Leader and Assistant Leader 2003-2013, Director of Religious Education at Our Lady of Lourdes Church 1997-present

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

NSBA Advocacy Institute 2015, 2016, 2017

Co-Director of ACTS Retreat 2015, 2018

Team Member of Retreat 2011-2013; 2016-2017

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)

June 18, 2018



To the Directors of the TASB Board,

I would like to introduce myself. My name is Maria Jones from Mineral Wells, Texas. I serve on the Mineral Wells ISD school board and currently serve as President of the board.

My family moved to Mineral Wells in 1965 and settled here while my father worked out of town during the week. Even though my parents were native Texans, my parents chose to speak Spanish at home. When I started first grade, I did not speak English at all. We did not have ESL at the time and I was a total immersion student. My parents worked hard to teach me English and by the middle of the year I was speaking English and reading at a third grade level. I graduated MWHS in 1979.

I worked through the ICT program the last two years of high school as a lab assistant at the local hospital. I learned so much from this opportunity, and worked 40-hour weekends while going to Tarleton State University and later Texas Woman's University. I received two certifications in Medical Technology due to hours earned in college and job experience in 1984. The HEW and the AMT certification. I continue to work at Palo Pinto General Hospital as the Chief Chemistry Tech supervisor and briefly worked as the Interim Manager of the lab in 1991-1992.

I am married to my husband of 25 years, TJ Jones, who works for the Community Supervision Department of Palo Pinto County (probation officer) and we have one beautiful daughter who was Salutatorian of her senior class in 2015. She is currently attending UTSA in San Antonio, is a senior, and getting her degree in education.

I am involved in many ways in our church and as a community volunteer. I have been the Director of Religious Education for grades Pre-K to 6th grade at Our Lady of Lourdes Catholic Church for the last 25 years. I am also a Lector, Minister of the Eucharist and assist at funerals. I also was co-director of our ACTS retreat in October, 2015, and again for October, 2018.

I am very involved in school business. I have invited our Texas Representative to tour our schools. I have also attended the Advocacy Institute in Washington DC and visited Congressman Conaway's office and spoke with his education liaison about the future of our schools. I have attended the Advocacy Institute for three years.

I believe I can be a true asset to the Board. I know I will have much to learn but as you have read, I am a determined person and I do not let anything hold me back.

I thank you for your time and for your consideration of being a future TASB director for ESC Region 11.

*Sincerely,
Maria Jones*

Ralph Kunkel is a 1978 graduate of Haltom High School. He received his bachelor's degree in mathematics from the North Texas St. University in Denton, TX. Kunkel has worked as an employee benefits consultant for more than 35 years, first for Mercer HR Consulting for 21 years, and now for Marsh & McLennan Southwest since 2003. He is currently a senior consultant with MMA-SW, an employee benefits consulting and risk management firm in Dallas.

Kunkel is a member of North Richland Hills Baptist Church, where he serves as a teenage bible study teacher and a deacon.

Kunkel and his wife, Sharon, a graduate of Richland High School, live in North Richland Hills and have two children, Laura and Andrew, who both graduated from Birdville High School. Laura works for the Department of Housing and Urban Development in Washington D.C. Andrew is a graduate of Full Sail University in Orlando, Florida and works in the film industry in Los Angeles.

His hobbies include reading, working in his yard, and various sports-related activities.

**ACTION AGENDA ITEM
BOARD MEETING
AUGUST 7, 2018**

TOPIC: APPROVE WAIVER TO BOARD POLICY EHBG (LOCAL) "SPECIAL PROGRAMS: PREKINDERGARTEN"

BACKGROUND:

Policy reflects that the District does not provide transportation to prekindergarten classes. Currently, transportation is provided to students who attend prekindergarten at Van Zandt Guinn Elementary, Western Hills Primary School and M.G. Ellis Primary School. Therefore, Administration is requesting a waiver to this policy to continue to provide transportation for the prekindergarten students at both of these campuses for the 2018-2019 school year.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Waiver To Board Policy EHBG (Local) "Special Programs: Prekindergarten"
2. Decline to Approve Waiver To Board Policy EHBG (Local) "Special Programs: Prekindergarten"
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Waiver To Board Policy EHBG (Local) "Special Programs: Prekindergarten"

FUNDING SOURCE

Additional Details

General Fund

COST:

\$60,000

VENDOR:

FWISD-Transportation

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

Van Zandt Guinn Elementary
Western Hills Primary School
M.G. Ellis Primary School

RATIONALE:

The District has provided transportation services to prekindergarten students who attend Van Zandt Guinns Elementary, Western Hills Primary and M.G. Ellis Elementary Schools. The District would like to continue to provide services to these three schools.

INFORMATION SOURCE:

Art Cavazos
Kyle Davie
Bill Ray

**ACTION AGENDA ITEM
BOARD MEETING
AUGUST 7, 2018**

TOPIC: APPROVE THE NAMING OF I.M. TERRELL ACADEMY FOR STEM AND VPA

BACKGROUND:

I.M. Terrell Academy for STEM and VPA will open on August 20, 2018 as a campus for high school students interested in pursuing high-level mathematics and science courses while utilizing high-tech tools in a blended and challenging learning environment to nurture the relationship between the two academies. The I.M. Terrell Academy for STEM will provide a technology-based blended learning environment that is focused on students with an intense interest in engineering and computer science careers. The I.M. Terrell Academy for VPA will provide in-depth and accelerated course work for students interested in the study of dance, music, theater, and the visual arts.

I.M. Terrell High School was a secondary school located in Fort Worth, Texas. The school opened in 1882 as the city's first black school during the era of formal racial segregation in the United States. The high school closed in 1973 and reopened as an elementary school in 1998. The school was named I.M. Terrell High School in 1921 in honor of the former principal. Under the legacy of G.A. Baxter, the music program in the mid-20th century produced many of the prominent jazz and rhythm and blues musicians of that era. Some of the alumni of I.M. Terrell are Ornette Coleman, Jazz Musician, Vada Phillips Felder, Civil Rights Leaders, and Robert McDaniel, Tuskegee Airman.

Board Policy CW (LOCAL) "New Facilities" identifies the final decision in naming or renaming schools and other facilities within the District as a responsibility for the Board.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve the naming of I.M. Terrell Academy for STEM and VPA.
2. Decline to Approve the naming of I.M. Terrell Academy for STEM and VPA.
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

I.M. Terrell Academy for STEM and VPA

RATIONALE:

Beginning with the 2018-2019 school year, I.M. Terrell Academy for STEM and VPA will serve high school students in a challenging learning environment to nurture the relationship between the two academies. To change the name of the facility, Board Policy CW (LOCAL) “New Facilities” identifies the final decision in naming or renaming schools and other facilities within the District as a responsibility for the Board.

INFORMATION SOURCE:

Sammy Monge

**ACTION AGENDA ITEM
BOARD MEETING
August 21, 2018**

TOPIC: APPROVE THE LETTER OF INTENT TO ESTABLISH A PARTNERSHIP BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY COLLEGE DISTRICT TO CONSTRUCT A NEW YOUNG MEN'S LEADERSHIP ACADEMY ("YMLA")

BACKGROUND:

The Letter of Intent will establish the basic terms to be used in future agreements between the District and Tarrant County College District ("TCCD") regarding the potential for a partnership with TCCD and the District for the District to construct a new Young Men's Leadership Academy upon TCCD property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Letter of Intent To Establish A Partnership Between Fort Worth Independent School District And Tarrant County College District To Construct A New Young Men's Leadership Academy ("YMLA")
2. Decline to Approve The Letter of Intent To Establish A Partnership Between Fort Worth Independent School District And Tarrant County College District To Construct A New Young Men's Leadership Academy ("YMLA")
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The Letter of Intent To Establish A Partnership Between Fort Worth Independent School District And Tarrant County College District To Construct A New Young Men's Leadership Academy ("YMLA") Copy "Topic" And Paste Here

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

CIP

RATIONALE:

Approval of the Letter of Intent will allow the District access to the property for purposes of geotechnical investigation and survey.

INFORMATION SOURCE:

Vicki D. Burris

Letter of Intent

This Letter of Intent (the “Letter”) made this ___ day of _____, 2018 (the “Execution Date”), between Fort Worth Independent School District (the “District”) and Tarrant County College District (TCCD) (collectively, the “Parties”).

This Letter will establish the basic terms to be used in future agreements between the District and TCCD regarding the subject matters described in paragraphs 1, 3 and 4 below. The terms contained in this Letter are not comprehensive. It is expected that additional terms will be added, and existing terms may be changed or deleted. The basic terms are as follows:

1. Prospective Transaction

The transaction which the Parties have expressed a mutual interest in involves: the potential for a partnership with TCCD and the District for the District to construct a Young Men’s Leadership Academy (“YMLA”) upon the Property (as defined below) and to collocate CTE classes within TCCD’s Opportunity Center. If the Property is suitable, the Parties will modify any and all existing agreements to reflect the District’s construction of its YMLA .

2. Non-Binding

Except as provided in Paragraph 4 below, this Letter does not create a binding agreement between the Parties and will not be enforceable. Otherwise, only future agreements pertaining to YMLA, duly executed by the Parties will be enforceable. The terms and conditions of any future agreement will supersede any terms and conditions contained in this Letter. The Parties are not prevented from entering into negotiations with other third parties with regard to the subject matter of this Letter.

3. Property Description

The property that is the subject of this Letter is physically located at 5901 Fitzhugh Ave. Fort Worth, Texas 76119 (the “Property”). The Property is adjacent to Tarrant County College – Opportunity Center (“Opportunity Center”) and more specifically a portion of the 10.1 acres lying to the east of the current building in two separate parcels of approximately 2.41 acres and 4.11 acres respectively.

TCCD does not represent that the Property is appropriate for the stated purpose of housing District-offered YMLA CTE courses on the Property. Rather, the District must examine the property to determine its suitability as stated in this Letter.

4. Access Authorization:

The District desires to access the Property for purposes of geotechnical investigation and survey. Parties entering the site as well as all testing are subject to TCCD’s prior written approval. Such parties will be responsible for providing certificates of insurance certifying coverage acceptable to TCCD prior to entry. The

District will be responsible for any damage caused by such entry and/or testing and will restore the Property to its original condition upon completion of any such testing. The terms of this paragraph 4 shall be binding on the parties and shall survive the expiration or earlier termination of this Letter

5. Terms and Conditions

In addition to the testing referenced above, the District, at its own cost, will retain professional services to determine the Property’s suitability, including, but not limited to, architect services and other related facility evaluation services to examine the condition of the Property. Further, the District will collaborate with TCC and YMLA to determine the specific needs to accomplish the consolidation of all YMLA classes onto the Property.

6. Contingencies

Before a final agreement can be made, the District must be satisfied with the due diligence review, information and documents, as well as any authorization from TCCD, if applicable, to negotiate an agreement on the terms of a definitive Agreement between the Parties.

7. Definitive Agreement

The definitive Agreement may be structured as an amendment to any existing agreement pertaining to YMLA between the Parties and will include customary covenants, conditions and warranties, which must be executed by the Parties to become enforceable and binding.

8. Authority to Enter into Letter of Intent

The Parties signing this Letter affirm they are an authorized representative of their respective entities and have authority to enter into this Letter.

9. Expenses Associated with this Letter of Intent

The Parties agree to bear their own expenses, including attorneys and professional fees associated with any due diligence or any other matter associated with this prospective transaction.

10. Governing Law

This Letter shall be governed by the laws of the State of Texas.

This Letter of Intent accurately reflects the understanding between the parties, signed this ___ day of _____, 2018.

Tarrant County College District

Date: _____

Fort Worth Independent School District

Date: _____