

Regular Meeting

Notice is hereby given that on Tuesday, June 25, 2024, the Board of Education of the Fort Worth Independent School District will hold a Special Meeting beginning at 5:30 PM at the [Fort Worth ISD District Service Center 7060 Camp Bowie Boulevard](#), Fort Worth, Texas. This special meeting will be live streamed and archived on the [Fort Worth ISD's Live YouTube](#) channel and on the [FWISD Video on Demand](#) site found on the District's homepage. To access closed captioning during YouTube's live stream of the meeting, touch the screen or move the cursor over the video while it is playing and click the "CC" button. Live captioning is presently only available in English. Multiple-language captioning is available on the Fort Worth ISD LIVE YouTube archive. An electronic copy of the agenda is attached to this online notice. 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 workshop notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the special meeting and may sign-up at the special meeting location until 5:20 PM. Individuals desiring to make a public comment by written statement may email boardmeetings-publiccomment@fwisd.org by 12:00 PM the day of the special meeting. Written statements will be shared with the Board of Trustees prior to the special meeting and will not be read aloud during the special meeting. Per policy [BED\(LOCAL\)](#) at all Special Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, May 13, 2024.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SPECIAL MEETING AGENDA

1. **5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES, VISION, AND MISSION**
3. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. End of the Year Academic Achievements
5. **BOARD COMMITTEE REPORT**
6. **SUPERINTENDENT REPORT**

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

8. **EXECUTIVE SESSION**

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Executive Director of Maintenance Services
 - 2. Deputy Superintendent of Learning and Leading
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

9. **CONSENT AGENDA ITEMS**

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

- A. Board of Education Meeting Minutes
 - 1. May 14, 2024 Minutes
 - 2. May 28, 2024 Minutes
- B. Governance and Strategic Communications, Toni Cordova, Chief
 - 1. Approve Ratification of Rental Audio and Visual Equipment and Services for the 2023-2024 High School Graduations at Texas Christian University and Wilkerson Greines
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
 - 1. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*
 - a. Amend THRIVE North Texas Agreement for OD Wyatt's Resiliency Skills Program and Grocery Store
 - b. Approve Final Budget Amendment for Fiscal Year 2023-2024
Since this decreases fund balance by another \$3,748,173, does the 23-24 projected general fund drop by the same amount and, therefore, does the 24-25 proposed general fund balance drop by the same amount?
How many days of operational fund balance does this revision cost the district?

Response: Thank you for your question; we inadvertently left out the corresponding increase in revenue for the Teacher Incentive Allotment that corresponds to the additional TIA payouts. We have updated the supporting documentation to reflect this.

Discussion: So: therefore, does the 24-25 proposed general fund balance drop by the same amount?
How many days of operational fund balance does this revision cost the district?

Response: The proposed general fund balance does not drop by the same amount as both the revenue and expenditures are the same, net effect is zero. This revision does not cost the district any operational days.

2. *Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*
 - a. Approve Memorandum of Understanding to Provide Educational and Counseling-Related Services to School-Aged Resettled Refugee Students
 - b. Approve Memorandum of Understanding with Art of Living, Inc.
 - c. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers
 - d. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2024-2025 School Year

Why is Girls, Inc included in this request when they are also seeking funding in 9.D.3.f?

Response: This board item is for the approval of potential partial service providers to the Fort Worth After - School program. Girls Inc is one of those potential providers. The services are procured on an as needed basis throughout the school year by the individual after-school sites. This item qualifies the providers and makes them eligible to serve if needed. The items is separate from 9.D.3.f because this one is specific to the Fort Worth After School program. The FWAS program is funded by local and grant funds. As such, board item 9.C.2.d. allows us to be in compliance with the grant requirements for procuring service providers to the after school sites.

- e. Approve the Purchase of the School Choice Module for the 2024-25 School Year

Is this more cost effective than having our technology department work on a solution?

Response: As part of our ongoing software and hardware optimization process, we made the decision not to renew the School Mint contract

(Enrollment and Choices Program). When it comes to improving school enrollment and choices program, our strategy was to ensure the following:

1. Simplify enrollment process and prioritize end user experience: Ensure the system is accessible to all users, across various devices and platforms using Parent Portal (one stop shop for parents).
2. Cost analysis and value: Evaluate total costs, including setup, training, maintenance, and timeline ensuring pricing aligns with expected AROI (Academic Return on Investment)
3. Integration Capabilities: Ensure seamless integration with existing Student Information System.
4. Data security and compliance: Measures to protect sensitive student data and comply with relevant education and privacy regulations. We had 2 options: Focus & Internal Technology Solution.

With the above considerations, we were well equipped to navigate with the selection process and ended up with Focus solution. The key parameter that tipped the scale with Focus was one stop solution for our parents and seamless integration with our existing Student Information System.

- f. Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School

Was Big Thought the low bidder to provide these services? If not what is the district's rational for utilizing them as the provider?

Response: This is a renewal from an RFP that was first run about 4 years ago as a part of a redesign and consolidation of Metro Opportunity High School and Middle Level Learning Center. The RFP was launched to find a partner that would provide comprehensive services and expertise in collaboration with FWISD. RFP's typically have multiple respondents and not all meet the scope of services needed for the intended project. In this case, FWISD was looking for experience and success in working with at-risk youth in settings like Metro Opportunity High School. In addition, we were looking for a partner that would serve at the campus full - time and side-by-side with assigned FWISD staff. We were also looking for a partner that would be able to secure funds and other support from outside groups to help support the effort at Metro. In this case, Big Thought was not the lowest bidder, but they were the bid that met all the needs and scope of the RFP.

D. Learning and Leading Service Networks

1. *Service Network #2, Charles Garcia, Associate Superintendent*
 - a. Approve 2024 Texas Success Initiative Assessment 2.0 Testing Units
 - b. Approve Purchase of AP Science Instructional Materials
 - c. Approve Purchase of a 3-Year District Subscription for Digital Teaching and Assessment Software

Since district enrollment is below 70,000 students, should this be revised to accurately show the number of students projected for enrollment in the 24-25 school year and costs revised in conjunction with those numbers?

Response: Thank you for your inquiry regarding our licensing approach in relation to student enrollment. We will use our official enrollment data at the time of purchase to determine the exact number of licenses needed. This ensures we only pay for licenses we will use, aligning our expenditure precisely with our actual student count.

Anne Darr: Is the cost of this purchase based on the number of students or the number of teachers or campuses using this platform?

Response: The cost is based on the number of students using the platform.

d. Approve Purchase of State Adopted Mathematics Instructional Materials

Since district enrollment is below 70,000 students, should this be revised to accurately show the number of students projected for enrollment in the 24-25 school year and costs revised in conjunction with those numbers?

Response: Numbers were obtained from student enrollment projections for the 24-25 school year.

Anne Darr: Is the cost of this purchase based on the number of students or the number of teachers or campuses using this platform?

Response: Yes, the cost is based on the number of students and the number of teachers using the platform. If there are consumables and/or individual licenses, then it is based on the number of students. If there were also additional teacher licenses needed or physical Teacher Editions, then that was based on the number of teachers.

2. *Service Network #3, Dr. Gracie Guerrero, Associate Superintendent*

- a. Approve Memorandum of Understanding Between Fort Worth Independent School District and The Center for Transforming Lives
- b. Approve Memorandum of Understanding Between Fort Worth Independent School District and Lisa's Little Angels Learning Center
- c. Approve Memorandum of Understanding Between Fort Worth Independent School District and YMCA of Metropolitan Fort Worth
- d. Approve Ratification for Professional Development for Early Learning Pre-Kindergarten Program
- e. Approve Purchase of State Adopted Instructional Materials for the Pre-Kindergarten Program

3. *Service Network #4, Dr. Tamekia Brown, Associate Superintendent*

- a. Approve Agreement Between Fort Worth Independent School District and Child Care Associates for Child Care Services for the 2024-2025 School Year
 - b. Approve Purchase for New Early Childhood Special Education Classroom Furniture
 - c. Approve Purchase of Instructional Training for Dyslexia Teachers to Ensure Instructional Alignment Across the District
 - d. Approve Purchase of Sign Language Interpreting Services for Deaf and Hard of Hearing Students
 - e. Approve Payment of MTSS (Multi-Tiered System of Supports) Online Documentation Platform
 - f. Approve Contract to Provide Mentorship/Programming for FWISD Girls on Social Skills, Mental Health Support, and College and Career Readiness
 - g. Approve One-Year Renewal with Provider for Student Progress Platform for Academic Management Services
 - h. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center for the Term of One Year, Ending with the 2024-2025 School Year
 - i. Approve Memorandum of Understanding to Purchase Continuation of Training for Dyslexia Teachers (Year 2)
 - j. Approve Memorandum of Understanding for Children Participating in Preschool Programs
 - k. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Tarrant County Juvenile Justice Alternative Education Program for the 2024-2025 School Year
 - l. Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus
 - m. Approve Memorandum of Understanding (MOU) Between Cook Children's Medical Center and Fort Worth Independent School District
- E. Operations, Kellie Spencer, Deputy Superintendent
- 1. *Technology, Ramesh Krishnamurthy, Chief Information Officer*
 - a. Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities
 - b. Approve Wireless Cellular Voice, Data and Hotspot Services and Equipment for the 2024-2025 School Year
 - c. Approve Renewal of Annual Maintenance and Support Services for the Student Information System

- d. Approve Renewal of Provider for Plain Old Telephone Service (POTS) and Plexar Lines for 2024-2025 School Year
- e. Approve Renewal of Identity Management and Single Sign on Portal
- f. Approve Renewal of Unified Communications Session Management and Long Distance Services for the 2024-2025 School Year
- g. Approve Ratification for Renewal of Help Desk Call Center Software
- h. Approve Ratification for Renewal of Disaster Recovery Managed Services
- i. Approve Ratification Purchase of Renewal Licenses for Wi-Fi Routers for the School Bus Wi-Fi Program and Backup Routers
- j. Approve Ratification of Renewal of Microsoft Enrollment for Education Solutions (EES) Program

2. *Operations, Carl Alfred, Senior Officer Operations*

- a. Approve Purchase of Heating, Ventilation, and Air Conditioning Air Filter Replacement Service

How often are filters being replaced?

Response: Filters are replaced monthly.

Discussion: Is this monthly replacement at all district facilities?

Response: This includes all FWISD campus buildings.

- b. Approve Rental of Custodial Supplies
- c. Approve Cell Service Contract for Use with Global Positioning Systems for District Buses and Vehicles
- d. Approve Ratification to Pay (HVAC) Heating, Ventilation, and Air Conditioning Rentals
- e. Approve Ratification of (HVAC) Heating, Ventilation, and Air Conditioning Repairs at Wilkerson Greines Activity Center
- f. Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J. P. Elder Middle School
- g. Approve Gas Line Testing Services and Repairs for Campuses

Anne Darr: Where is the description, quote, cost, funding source, etc. for this agenda item?

Response: Documentation has been added to include description, quote, cost, funding source, etc.

- h. Approve Fire Alarm System Replacement at Sagamore Hill Elementary and Worth Heights Elementary

3. *Child Nutrition, Pamela Watson, Executive Director*

- a. Approve Software Maintenance Services Used by the Child Nutrition Services Department
- 4. *Facility Planning and Rental, Mike Naughton, Executive Director*
 - a. Approve Authorization to Negotiate and Enter into Various Joint Use Agreements Between the Fort Worth Independent School District and the City of Fort Worth for the Use of Multiple City and District-Owned Properties
 - b. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
- 5. *Capital Improvement Program, Kellie Spencer, Deputy Superintendent*
 - a. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for McLean Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
 - b. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for the Pre-Construction Services for McLean 6th Grade Center Renovations in Conjunction with the 2021 Capital Improvement Plan
 - c. Approve the Closeout of the Contract with SDB Contracting Services, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

10. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director of Maintenance Services
 - 2. Deputy Superintendent of Learning and Leading
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
 - 1. *Legal and District Records Management, Lynda Jackson, Senior Counsel*
 - a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant of Chapter 21 of the Texas Education Code
 - b. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - c. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - d. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certificate Pursuant to Chapter 21 of the Texas Education Code

2. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*
 - a. Approve Resolution Between Fort Worth Independent School District and TASB Energy Cooperative
 - b. Approve the Purchase of Property, Boiler and Machinery, Terrorism (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and UIL Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles
 3. *Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*
 - a. Approval of the 2024-2025 Budget for the Leadership Academy Network/ Texas Wesleyan University Management Team
 - b. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Full-Service Providers for the 2024-2025 School Year
- D. Learning and Leading Service Networks
1. *Service Network #4, Dr. Tamekia Brown, Associate Superintendent*
 - a. Approve Authorization to Negotiate and Award Contracts for Professional Consulting Services to Support Instructional Excellence and Leadership
 - b. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2024-2025 School Year
- E. Operations, Kellie Spencer, Deputy Superintendent
1. *Operations, Carl Alfred, Senior Officer Operations*
 - a. Approve Lawn Mowing Services for Campuses and Non-Instructional Facilities
 - b. Approve Purchase of Warehouse Supplies

Anne Darr: Where is the description, cost, vendor, and rationale for this agenda item?

Response: Documentation has been added to include description, quote, cost, funding source, etc.
 - c. Approve Purchase of Operations Parts, Supplies, Equipment, and Contracted Services

Anne Darr: Where is the description, cost, vendor, and rationale for this agenda item?

Response: Documentation has been added to include description, quote, cost, funding source, etc.
 - d. Approve LED Lighting Conversion for High Schools

Anne Darr: Where is the description, cost, vendor, and rationale for this agenda item?

Response: Documentation has been added to include description, quote, cost, funding source, etc.

2. *Capital Improvement Program, Kellie Spencer, Deputy Superintendent*

- a. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Applied Learning Academy Renovations in Conjunction with the 2021 Capital Improvement Program
- b. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Monnig Middle School in Conjunction with the 2021 Capital Improvement Program

3. *Athletics, Jimmy Calderon, Executive Director*

- a. Approve Purchase of Athletics Uniforms, Supplies, Equipment, and Contracted Services

No information provided.

Response: Documentation has been added to include description, quote, cost, funding source, etc.

Anne Darr: Where is the description, cost, vendor, and rationale for this agenda item?

Response: Documentation has been added to include description, quote, cost, funding source, etc.

4. *Transportation, Myron Wilson, Executive Director*

- a. Approve Purchase of Fleet Parts, Supplies, and Contracted Services

No information provided

Response: Documentation has been added to include description, quote, cost, funding source, etc.

Anne Darr: Where is the description, cost, vendor, and rationale for this agenda item?

Response: Documentation has been added to include description, quote, cost, funding source, etc.

- F. Approve Waiver of Provision of Board Policy CW (LOCAL) Related to the Naming or Renaming of District Facilities

11. **ADJOURN (OTHER)**

REPORT ONLY AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **BOARD COMMITTEE REPORT**

BACKGROUND:

Fort Worth ISD’s (FWISD) Trustees serve on nine (9) committees. The members of each committee are:

Finance

Quinton Phillips*
Tobi Jackson
Anael Luebanos
Dr. Michael Ryan

Facilities

Dr. Camille Rodriguez*
Tobi Jackson
Kevin Lynch
Dr. Michael Ryan

Legislative

Camille Rodriguez

Racial Equity

Quinton Phillips*
Wallace Bridges
Roxanne Martinez

After-School Coordinating Board

Roxanne Martinez*
Quinton Phillips
Wallace Bridges

Safety and Security

Dr. Camille Rodriguez*
Tobi Jackson
Roxanne Martinez
Dr. Michael Ryan

Board Audit

Anne Darr*
Anael Luebanos
Kevin Lynch

Educational Services

Anne Darr*
Wallace Bridges
Anael Luebanos
Roxanne Martinez

Policy

Wallace Bridges*
Quinton Phillips
Anne Darr

** Denotes Committee Chair*

The superintendent and key personnel with specific expertise in each area provide logistical and technical assistance to the respective Board committees.

This report serves the purpose of providing additional transparency on Board committees. The legislative and safety and security committees recently met.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered

Audit Committee:

The Audit Committee met on Monday, May 20, 2024, via the ZOOM platform. Trustee Darr and Trustee Luebanos were in attendance. Also, in attendance were Superintendent Dr. Angelica Ramsey, Deputy Superintendent Karen Molinar, and External Advisory Member Patrice Randle.

Chief Internal Auditor, Loretta Salvatore opened the meeting and went over the minutes of the prior meeting for approval. The minutes from the February 19, 2024 meeting was received and approved by the Trustees in attendance.

Key Highlights:

The department budget for the 2024-2025 was received and approved by the Trustees in attendance. Report on the completed Internal Audit Projects, CIP Audit Activity and an updated report on Maintenance and Overtime were received. An updated report on the Internal Audit follow-up activities for the 2022-2023 and 2023-2024 were received. The 2024-2025 Internal Audit Plan was received and approved by the Trustees in attendance. A summary of recent fraud hotline incidents was presented.

The committee's next scheduled meeting will be in September 2024.

Facilities Committee:

The Facilities Committee met on Tuesday, June 4, 2024. In attendance were Trustees Dr. Camille Rodriguez (Chair), Tobi Jackson, and Dr. Michael Ryan. Also present were Superintendent Dr. Angelica Ramsey, Kellie Spencer, Dr. Karen Molinar, Carmen Arrieta-Candelaria, Toni Cordova, and Mike Naughton.

Key Highlights:

Committee members held a working session with HPM representatives regarding a status update of the master facility planning process. Key topics included a review of preliminary data and potential next steps for community engagement.

The next Facilities Committee meeting date is to be determined.

Educational Services Committee:

The Educational Services Committee met on Wednesday, June 5, 2024, via the ZOOM platform. Associate Superintendent, Dr. Gracie Guerrero, welcomed Trustees and the staff group and reviewed the agenda for today's meeting. Dr. Guerrero initially introduced the group and Dr. Brown gave an update on the 3-day (6/4-6/6) June Principals Institute.

Key Highlights:

Dr. Garcia provided an overview of planning for the New Teacher Academy which will take place in August before the start of the upcoming school year. The New Teacher Academy stands ready to warmly embrace our newest educators, arming them with the tools to ignite curiosity and inspire lifelong passion for learning.

Dr. Garcia provided a brief overview of June Board items which will focus on instructional materials. Dr. Garcia also talked about the feedback that the Assessment Task Force gathered from Principals and Teachers. He thanked the Task Force for their collective charge in reimagining our assessment strategy.

Dr. Lisa Castillo gave an update on the Sex Ed curriculum implementation. Approximately 272 parents and community members reviewed the Choosing the Best curriculum. They were provided access within a 48-hour period following their requests. The Health and PE (HPE) department personnel conducted over 100 visits within a three-week period to deliver materials, monitor, and support teachers with the human sexuality instruction. At the middle school level, we had a 74% total student response rate, 92% opted-in, 8% opted-out, and 26% did not respond. At the high school level, we had a 75% total student response rate, 96% opted-in, 4% opted-out, and 25% did not respond.

Dr. Lisa Castillo also gave a CCMR update. She stated that we are waiting on a final report from TEA for CCM; however, we are projected at 82% resulting in an increase from last year's rating. For the class of 2024, we are already projecting an additional 4% increase resulting in 86%.

Dr. Castillo explained that we placed 793 students in work-based (off-campus) learning placements. Our students received \$7k in engineering/STEM scholarships and over \$12k in business and accounting scholarships through industry partners. In SY 2023-2024 over 1,100 students earned Industry Based Certifications. This was an overall increase of 3% earned from the last school year.

During the 23-24 SY we have increased enrollment in Advanced Academics with a heightened focus on underserved student groups. We are seeing increases in college applications, scholarships, and military enlistments. We had 500 more students in AP testing this year versus last year. AP testing results will be available this summer and then we will be able to see correlation in AP Prep testing. For the Class of 2024, we saw amazing opportunities for our students. We had over 17,000 college applications for our students through assistance from counselors, T3 advisors, and TCU advisors. Scholarships: Over \$118 Million for FWISD students. This includes over \$53 Million for students in Schools of Choice and over \$64 Million for students in neighborhood schools. We also saw a 60% increase in military enlistment.

Executive Director Mary Jane Bowman presented an update on our Lexia Core 5 usage. We ended the year with a usage rate of 80% and our students' progress at or above grade-level increased to 69% compared to 26% which is a 43% increase. For students who met usage goals, we saw a 76% usage which is a 50% increase. Executive Director Diane Martinez Lopez presented an update on our Dreambox end-of-year data. The data reflects an average K-5 students' growth of 1 year and 2 months in just 9 months.

Race Equity Committee:

June's REC Meeting was held on Thursday, June 6th at 5:30p at the Fort Worth ISD Teaching and Learning Center. Trustees Phillips, Bridges, and Martinez were in attendance. Also, in attendance were Associate Superintendent Dr. Gracie Guerrero, Chief of Strategic Initiatives and Partnerships David Saenz, Executive Director of Strategic Recruitment Dr. Mia Hall, Executive Director of Learning & Leading Christine Renteria, Executive Director of Early Learning Olayinka Ojo,

Director of Data Analysis and Reporting Dr. Chad Davis, Student Success Coach Johanah Okweni, and community members Dr. Sue Anderson and Rickie Clark.

Trustee Phillips opened the meeting with a welcome and a brief overview of the evening's agenda. David Saenz presented on behalf of the College, Career, and Military Readiness Sub-committee.

Key Highlights:

The presentation provided an in-depth review of current CCMR accountability measures, as well as explored possible strategies to improve student performance. Next, Olayinka Ojo presented on behalf of the Advanced Academics Sub-committee. Increasing African-American participation in Advanced Academic courses was at the forefront of their recommendations. The Talent Management Sub-committee was the third and final presentation of the evening. Dr. Sue Anderson provided an extensive overview of FWISD staffing data. Data indicated that FWISD turnover rates are lower than the state's average. The data also revealed an absence of Hispanic female principals leading High Schools in FWISD despite significant representation in the Assistant Principal role. The sub-committee also recommended the District create talent pipelines and develop initiatives to increase the number of Hispanic and African-American males of color teaching within the District.

Following the conclusion of sub-committee presentations, Trustee Phillips directed staff to compile all presentations and recommendations in a single repository by the end of summer. He expressed his intentions to present this information to the Board for their consideration and to determine which, if any, recommendations they would like staff to act. Additionally, Trustee Phillips indicated that the REC Steering Committee (Phillips, Bridges, and Martinez), would contemplate the current REC configuration to include the meeting schedule. Trustee Phillips expressed his appreciation for staff, but expressed a desire for the majority of the REC be comprised of District community members. He stated that the Steering Committee would determine a method for expanding the REC's community membership.

Prior to concluding the meeting, Trustee Phillips informed members that the REC would resume meeting in October and in accordance with REC meeting cadence, the first meeting of the new school year will be on Thursday, October 3rd at 5:30p at the FWISD Teaching and Learning Center. The meeting adjourned at 7:00p.

INFORMATION SOURCES:

Dr. Angélica M. Ramsey, Superintendent
Kellie Spencer, Deputy Superintendent of Operations
Dr. Charles Garcia, Associate Superintendent
Dr. Mia Hall, Executive Director, Talent Management

REPORT ONLY AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: SUPERINTENDENT UPDATE

BACKGROUND:

I have several updates this month to share with our Board and community, including this report to add a level of transparency.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student & Customer-Centered

District/Community Events

Since our last board meeting, I've actively participated in several impactful events:

1. **Rolling Hills Elementary Ribbon Cutting** – I had the honor of attending the Rolling Hills ES Ribbon Cutting to commemorate the official opening of this beautiful new school.
2. **Summer Learning Institute** – I attended and spoke at the Summer Learning Institute held at TCU.
3. **North Texas Lead** – FWISD hosted the May/June North Texas Lead meeting with fellow leaders from Fort Worth.
4. **Graduation Ceremonies** – I was able to attend and speak at 20 graduation ceremonies this spring.
5. **Principal Instructional Leadership** – I spoke at the Principal Instructional Leadership meeting held at the TLC.
6. **City of Fort Worth Investors** – I attended a meeting between FWISD and City of Fort Worth leaders.
7. **City of Fort Worth** – I attended and presented at the Comprehensive Planning Meeting at City Hall. This is a joint ISD/COFW Collaboration to work together to bring efforts for the betterment of our future leader's educational journey.
8. **Texas Association of Latino Administrators and Superintendents** – I attended the TALAS Summer Leadership Summit in San Antonio. This year's theme was "Leading and Learning from Experts in the Field".
9. **Texas Urban Council** – I attended the June TUC meeting also in San Antonio.

10. **Parent Shield** – We conducted our monthly check-in with Parent Shield.
11. **YMCA** – I met with Mike Brown, President/CEO of the YMCA.
12. **System of Great Schools Summit** – I attended the SGS Summit. During the Summit the Commissioner held an award ceremony where Fort Worth ISD was recognized.
13. **Autobahn Fort Worth** – I met with Brendan Harrington with AutoBahn and Jared Sloan with the Fort Worth Chamber of Commerce.
14. **Clean School Bus Program with EPA** – I attended the press event for Clean School Bus Program with EPA and U.S. Rep. Marc Veasey. Along with EPA representatives and FWISD staff, we held a press conference to commemorate the \$6.17 million grant award.

These engagements reflect our commitment to fostering strong community relationships and ensuring the success of our students and schools within FWISD.

INFORMATION SOURCE:

Dr. Angélica M. Ramsey, Superintendent

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE BOARD OF EDUCATION MEETING MINUTES**

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting. Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

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:

Toni Cordova, Chief of Governance and Strategic Communications

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on May 14, 2024.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on May 14, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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.

/s/ Cynthia Calderon
Coordinator
Board of Education

RETURN OF THE MEETING MAY 14, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 10, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on May 10, 2024.

/s/ Cynthia Calderon
Coordinator
Board of Education

The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1
First Vice President Anne Darr, District 6
School Board Secretary Anael Luebanos, District 8
Trustee Tobi Jackson, District 2
Trustee Wallace Bridges, District 4
Trustee Kevin Lynch, District 5
Trustee Dr. Michael Ryan, District 7

*Second Vice President Roxanne Martinez, District 9 arrived at 5:35 p.m.

*Trustee Quinton Phillips, District 3 arrived at 5:35 p.m.

The following Staff Members were present:

Dr. Angélica M. Ramsey, Superintendent
Dr. Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Toni Cordova, Chief of Governance and Strategic Communications
Woodrow Bailey III, Chief Talent Officer
Dr. David Saenz, Strategic Initiatives and Partnerships
Lynda Jackson, General Counsel
Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2
Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3
Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4
Ramesh Krishnamurthy, Chief Technology Officer

1. 5:30 PM - CALL BOARD WORKSHOP TO ORDER - BOARD ROOM

School Board President Dr. Camille Rodriguez called the meeting to order at 5:30 p.m.

2. RECOGNITIONS

A. Middle School Scholar-Athletes

Communications Coordinator, Cesar Padilla, and Assistant Director of Athletics, Dr. Troy Bell recognized the Middle School Scholar-Athletes.

B. High School Scholar-Athletes

Cesar Padilla and Dr. Troy Bell recognized the High School Scholar Athletes.

C. Paschal High School Senior

Trustee Dr. Michael Ryan recognized Canon Hamilton who was appointed to the U.S. Naval Academy.

3. PUBLIC COMMENT

Speakers:

-Chelsea Baldwin

-Amanda Inay

The meeting was recessed to move into Executive Session at 6:00 p.m.

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

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

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of Public Officer or Employee, Including, but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Code §551.074)

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 8:30 p.m.

5. PRESENTATIONS

A. 2024-2025 Budget Development Update and Property Value Discussion Presenters: Carmen Arrieta-Candelaria, Chief Financial Officer and Patricia Young, Executive Director of Budget

B. 2024-2025 Compensation Plan Recommendations Presenter: Woodrow Bailey III, Chief Talent Officer

Tony Bagshaw, Chief Learning Officer at Battelle for Kids, gave a presentation on their work with FWISD.

Amy Campbell, Director of Human Resources Services at TASB, gave a presentation on TASB Salary Surveys.

C. Facility Master Planning Update Presenter: Kellie Spencer, Deputy Superintendent of District Operations

Tracy Richter, Vice President of Planning Services at HPM, gave a presentation on the Facilities Master Planning Update.

6. ADJOURN

The meeting was adjourned at 10:34 p.m.

/s/ Cynthia Calderon
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on May 28, 2024.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on May 28, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on May 24, 2024 at 04:00 p.m.

/s/ Cynthia Calderon
Coordinator
Board of Education

RETURN OF THE MEETING MAY 28, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 24, 2024, on the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on May 24, 2024.

/s/ Cynthia Calderon
Coordinator
Board of Education

The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1
First Vice President Anne Darr, District 6
Second Vice President Roxanne Martinez, District 9
School Board Secretary Anael Luebanos, District 8
Trustee Tobi Jackson, District 2 *arrived at 5:37 p.m.
Trustee Quinton Phillips, District 3
Trustee Wallace Bridges, District 4
Trustee Kevin Lynch, District 5
Trustee Dr. Michael Ryan, District 7

The following Staff Members were present:

Dr. Angélica M. Ramsey, Superintendent
Dr. Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Toni Cordova, Chief of Governance and Strategic Communications
Carmen Arrieta-Candelaria, Chief Financial Officer
Woodrow Bailey III, Chief Talent Officer
Dr. David Saenz, Chief of Strategic Initiatives and Partnerships
Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2
Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3
Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4
Ramesh Krishnamurthy, Chief Technology Officer

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

School Board President Dr. Camille Rodriguez called the meeting to order at 5:30 p.m.

2. PLEDGES, VISION, AND MISSION

Jessica Becerra, Coordinator of Communications, led the pledges, vision and mission.

3. ACTION ITEM

A. Operations, Kellie Spencer, Deputy Superintendent

1. Facility Planning and Rental, Mike Naughton, Executive Director

a. Approve Naming the Alice Carlson Applied Learning Center Gymnasium the Adrienne Taylor Gymnasium

Motion was made by Dr. Michael Ryan, seconded by Anne Darr.

The motion was unanimously approved 8-0 (excluding Trustee Jackson as she was not present at the time of voting)

4. RECOGNITIONS

A. Naming the Alice Carlson Applied Learning Center Gymnasium the Adrienne Taylor Gymnasium

Communications Coordinator, Jessica Becerra, recognized Ms. Adrienne Taylor.

B. Paschal High School Flag Football Team

Jessica Becerra and Coach John Killough recognized these athletes.

C. Paschal High School Swimming

Jessica Becerra and Coach Benjamin Harris recognized this athlete.

D. Benbrook High School Golf

Jessica Becerra recognized this team, they were not present this evening.

E. Arlington Heights, Diamond Hill, Dunbar, O.D. Wyatt, Western Hills, and Young Women's Leadership Academy High School Track

Jessica Becerra and Coach Aaron Muhammad recognized the athletes from Arlington Heights.

Jessica Becerra and Coach Leah Matthews recognized the athletes from Dunbar High School.

Jessica Becerra and Coach Quinnin ²⁵Criss recognized the athletes from O.D. Wyatt High School.

Jessica Becerra and Coach Brown recognized the athletes from O.D. Wyatt High School.

Jessica Becerra and Coach Craig Clark recognized the athletes from Western Hills High School.

Jessica Becerra and Coach Abdur-Rahman Taleb recognized the athletes from Young Women's Leadership Academy.

F. South Hills and Benbrook High School Softball

Jessica Becerra and Coach Drew Wyrick recognized the athletes from South Hills High School.

Jessica Becerra and Coach Emilie McClellan recognized the athletes from Benbrook High School.

G. Arlington Heights, Benbrook, and Paschal High School Baseball

Jessica Becerra and Coach William Rose recognized the athletes from Arlington Heights High School.

Jessica Becerra and Coach Justin Chavez recognized the athletes from Benbrook High School.

Jessica Becerra recognized the athletes from Paschal High School, they were not present this evening.

H. Arlington Heights and Diamond Hill Boys Soccer

Jessica Becerra and Coach Ramirez recognized the athletes from Diamond Hill-Jarvis.

Jessica Becerra recognized the athletes from Arlington Heights High School, they were not present this evening.

I. Diamond Hill Jarvis and Benbrook Girls Soccer

Jessica Becerra and Coach Luz Castillo recognized the athletes from Benbrook High School.

Jessica Becerra and Coach Courtney Phillips-Paris recognized the athletes from Diamond Hill-Jarvis High School.

5. PUBLIC COMMENT

Speakers:

- Joe Don Bobbitt
- Leo Vaughs
- Charles Scott
- John Michael Adams
- Jerre Tracy
- Juliete George
- Bria Brown
- Eleanor Cuadra
- Irene Cuadra

-Hattie Burns
-Willie Wingfield
-Linda Miller
-Amanda Inay
-Reverend Reginald J. Houston
-Kade Lovelace
-Alicia Jordan
-Layne Craig
-Sabrina Ball
-Gloria Diaz Perez
-David Martinez
-Jessica Grady
-Gladys Guevara
-Byron Haynes
-Juan Arreguin
-Corina Torres
-Jimena Maldonado
-Lisbeth Maldonado
-Celeste Maldonado
-Libby Willis
-Barbara Williams
-Laurie Owens
-Wilmer Mathews Jr
-K.P. Tatum
-Susana Cano
-Stuart Everett
-Cedila Maldonado
-Italia De La Cruz
-Joshua Moore
-Laurie Gourdet

6. PRESENTATIONS

A. Budget Development and Compensation Plan Update Presenters: Carmen Arrieta-Candelaria, Chief Financial Officer

Chief Financial Officer, Carmen Arrieta- Candelaria, and Chief Talent Officer, Woodrow Bailey, gave the *Budget Development and Compensation Plan Update* presentation.

7. CALL PUBLIC HEARING TO ORDER

A. Public Hearing to Discuss the 2024-2025 Every Student Succeeds Act (ESSA) Consolidated Federal Grant Application

School Board President Dr. Camille Rodriguez called the Public Hearing to order.

Chief Financial Officer, Carmen Arrieta-Candelaria, gave the *2024-2025 Every Student Succeeds Act (ESSA) Consolidated Federal Grant Application* presentation.

B. Public Comment to Discuss the 2024-2025 Every Student Succeeds Act (ESSA) Consolidated Federal Grant Application

No public speakers.

8. CLOSE PUBLIC HEARING

School Board President Dr. Camille Rodriguez closed the Public Hearing.

9. BOARD COMMITTEE REPORT

No questions or comments were made.

10. SUPERINTENDENT REPORT

No questions or comments were made.

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

Trustees made comments.

The meeting was recessed to move into Executive Session at 8:11 p.m.

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

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

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government Code §551.076)

1. Intruder Audit Findings and Corrective Action

D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 10:21 p.m.

13. 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 Minutes²⁸

1. April 9, 2024 - Workshop Minutes
2. April 16, 2024 - Special Minutes
3. April 23, 2024 - Regular Minutes
4. May 7, 2024 - Special Minutes

B. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
 - a. Quarterly Investment Report for the Period: January 1, 2024 - March 31, 2024
 - b. Approve Purchase of Budget, Financial, and Comparative Analytics Subscription Renewal
 - c. Approve Provider Service to Support School Health Related Services (SHARS) for the 2024-2025 School Year
 - d. Approve Texas Education Agency Waiver Request for "Low Attendance Day" Due to Safety Related Concerns
 - e. Approve Budget Amendment for the Period Ending April 30, 2024
 - f. Approve Carryover and Amended Set-Aside Amounts for Shared Services Agreement for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth ISD Attendance Area
 - g. Approve the Fort Worth Independent School District to Establish the North Side High School Scholarship Fund
2. Talent Management, Woodrow Bailey III, Chief Talent Officer
 - a. Approve Memorandum of Understanding Between Fort Worth Independent School District and Oklahoma State University Educator Preparation Program

Discussion: Trustee Anne Darr: This agreement terminates on December 31, 2024. Is entering into another agreement in the spring of 2025 a possibility?

29

Response: At this time there is only one student teacher in the program

requesting FWISD for the Fall semester. They do not have requests on their radar for Spring 2025. Future agreements may be submitted for board approval as requested by the university.

3. Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships
 - a. Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2023-2024 Adult Education Program

C. Learning and Leading Service Networks

1. Service Network #2, Charles Garcia, Associate Superintendent
 - a. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
2. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent
 - a. Approve the Proposed Course Changes for the 2024-2025 School Year
3. Service Network #4, Dr. Tamekia Brown, Associate Superintendent
 - a. Approve Amendment and Extension to Memorandum of Understanding Between Fort Worth Independent School District and The University of North Texas at Dallas for the Professional Development of District Principals
 - b. Approve Memorandum of Understanding Between ESC Region 11 and the Fort Worth Independent School District for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics

D. Operations, Kellie Spencer, Deputy Superintendent

1. Operations, Carl Alfred, Senior Officer Operations
 - a. Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J.P. Elder Middle School
 - b. Approve Purchase of Ramp and Stair Replacement at Southwest High School
 - c. Approve Purchase of Two Wheelchair Lifts for Richard J. Wilson Elementary and Boulevard Heights

- d. Approve Purchase of Scrub and Coat Services for Gym Floors at High Schools and Middle Schools
- e. Approve Safety Surface Replacement for Playground at John T. White Elementary School
- f. Approve Purchase of Floor Scrubbers and Pads for High Schools
- g. Approve Purchase of Turf Bed Maintenance for Athletic Fields
- h. Approve Ratification for Elevator Phone Services
- i. Approve Purchase of Energy Management Equipment and Services

Discussion: Trustee Anne Darr: Where is the explanation, justification, funding source, cost, etc. for this item?

Response: The agenda item attachment has been updated with the document that has the explanation, justification, funding source, cost, etc. for this item.

2. Facility Planning and Rental, Mike Naughton, Executive Director

- a. Approve Renew Contract for Warehouse Space at 560 North Beach Street

3. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

- a. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Jean McClung Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- b. Approve Additional Spending Authority for Job Order Contract General Contracting Services for the 2021 Capital Improvement Program
- c. Approve Closeout Contract with LEMCO Construction & Materials, LLC, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

Administration requested to pull agenda item 13.D.1.a from Consent Agenda.

Trustee Anne Darr abstained from agenda items 13.B.1.f and 13.C.3.b.

Trustee Dr. Michael Ryan pulled 13.B.1.e from Consent Agenda.

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to approve and accept Consent Agenda excluding 13.D.1.a and 13.B.1.e.

The motion was unanimously approved.

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

Agenda Item 13.B.1.e Approve Budget Amendment for the Period Ending April 30, 2024

Motion was made by Quinton Phillips, seconded by Tobi Jackson.

Before action was taken, Dr. Michael Ryan asked a question.

Chief Financial Officer, Carmen Arrieta-Candelaria, gave a response.

The motion was unanimously approved.

B. Personnel

No personnel appointments were made.

C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

1. Legal and District Records Management, Lynda Jackson, Senior Counsel

- a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action needed on this item.

- b. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action needed on this item.

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

No action needed on this item.

- d. Approve Renewal of District-Wide Legal Services

Motion was made by Anne Darr, seconded by Quinton Phillips.

The motion was unanimously approved.

2. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer

- a. Approve District to Enter into and Execute a Contract for a New Enterprise Resource Planning (ERP) and Timekeeping System

Motion was made by Tobi Jackson, seconded by Wallace Bridges.

The motion was unanimously approved.

- b. Approve Findings Required by Government Code Section 2254 Regarding Contingent Fee Legal Services and Enter into a Contract with Delinquent Tax Firm for Delinquent Tax Representation

Motion was made by Dr. Michael Ryan, seconded by Tobi Jackson

The motion was unanimously approved.

- c. Approve Resolution Authorizing the Imposition of up to a 20% Penalty for Collection Costs on Delinquent Taxes

Motion was made by Anne Darr, seconded by Quinton Phillips.

Before action was taken, Kevin Lynch asked a question.

Chief Financial Officer, Carmen Arrieta-Candelaria gave a response.

Before action was taken, Dr. Michael Ryan made a substitute motion that the collection fee be maintained at the current rate of 20% to match that of Tarrant County and the City of Fort Worth. Tobi Jackson seconded the substituted motion.

The new motion verbiage was approved, *Approve Resolution Authorizing the Imposition of a 20% Penalty for Collection Costs on Delinquent Taxes*

Yes: Anael Luebanos, Anne Darr, Dr. Michael Ryan, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

No: Dr. Camille Rodriguez, Kevin Lynch and Quinton Phillips

New motion was discussed.

Vote was taken on new motion.

The motion failed.

Yes: Anael Luebanos, Dr. Michael Ryan, Tobi Jackson and Wallace Bridges

No: Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Quinton Phillips, and Roxanne Martinez

The original motion was presented by Dr. Camille Rodriguez, *Approve Resolution Authorizing the Imposition of up to a 20% Penalty for Collection Costs on Delinquent Taxes*. Quinton Phillips seconded the original motion presented.

Before action was taken, Anne Darr asked a question.

Chief Financial Officer, Carmen Arrieta-Candelaria gave a response.

Anael Luebanos asked a question.

Chief Financial Officer, Carmen Arrieta- Candelaria and Board Counsel, Cynthia Rincon, gave a response.

Kevin Lynch made a comment.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Dr. Michael Ryan

3. Talent Management, Woodrow Bailey III, Chief Talent Officer

- a. Approve Compensation Plan for 2024-2025 School Year Discussion: Trustee Anne Darr: How do additional degrees (master's, doctoral) factor into the salary plans below? Response: The recommended Compensation Plan for 2024-2025 includes the same language as previous years. Teachers, Librarians and Counselors with Advanced Degrees Stipend Amount: Master's Degree \$1,400 Doctorate Degree \$3,000 Doctorate Degree Professional employees (not including teachers, librarians, and counselors) up to and including directors with a doctorate degree from an accredited institution will receive a \$1,000 annual stipend. Teachers, librarians, and counselors are paid on salary schedules and receive a stipend for advanced degrees; therefore, they are not eligible to receive a second doctorate stipend.

Motion was made by Tobi Jackson to approve a 2% salary increase for all employees and an additional monthly contribution of \$44 to cover the increased cost of District Covered Healthcare. Seconded by Wallace Bridges.

Before action was taken, Anne Darr asked a question.

Chief Financial Officer, Carmen Arrieta-Candelaria gave a response.

Kevin Lynch made a comment.

Dr. Michael Ryan made a comment.

Tobi Jackson made a clarification on the motion that 2% of midpoint and 2% of market median for teachers librarians and counselors.

The motion was approved.

Yes: Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Kevin Lynch

Abstain: Anael Luebanos

4. Safety and Security, Daniel Garcia, Executive Director

- a. Approve Public Address Retrofit for the Purpose of Complying with School Safety Requirements

Motion was made by Anne Darr, seconded by Dr. Michael Ryan.

The motion was unanimously approved.

- b. Approve Purchase and Installation of Safety Film Product

Motion was made by Anne Darr, seconded by Tobi Jackson.

The motion was unanimously approved.

D. Learning and Leading Service Networks

1. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent

- a. Authorization to Purchase High-Quality Instructional Materials & Professional Learning for Elementary Literacy Discussion: Trustee Anne Darr: In addition to the anticipated academic gains, how does FWISD benefit from using high-quality instructional materials approved by TEA? Response: In addition to anticipated academic gains, the Fort Worth Independent School District (FWISD) benefits significantly from using high-quality instructional materials (HQIM) approved by the Texas Education Agency (TEA). These materials ensure consistent, equitable access to rigorous content across all classrooms, supporting diverse learners including students with disabilities, English Learners, and gifted students. HQIM come with comprehensive resources and professional development support, allowing teachers to focus on effective instruction and continuous improvement. Engaging content within these materials boosts student motivation and engagement, leading to better understanding and retention. With embedded assessments and progress monitoring, teachers can promptly address learning needs, enhancing student outcomes. TEA approved HQIM align with the Texas Essential Knowledge and Skills (TEKS), ensuring curriculum alignment with state standards and preparing students for assessments. This consistency across classrooms promotes equity, and the long-term commitment to HQIM fosters sustained educational improvement and quality.

Motion was made by Anne Darr, seconded by Wallace Bridges.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Dr. Michael Ryan

b. Approve Purchase of Reading Intervention and Acceleration Program

Motion was made by Tobi Jackson, seconded by Quinton Phillips.

The motion was unanimously approved.

E. Operations, Kellie Spencer, Deputy Superintendent

1. Facility Planning and Rental, Mike Naughton, Executive Director

a. Approve Consolidation of J.P. Elder and Kirkpatrick Middle Schools to a Single Campus Within the Northside Pyramid Beginning with the 2027-2028 School Year

School Board President Dr. Camille Rodriguez stated the Board was pulling all items regarding school consolidation and proceeding with the renovations to each middle school.

b. Consider and Take Action on a Resolution Consolidating M.L. Kirkpatrick Middle School and J.P. Elder Middle School Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith

c. Approve Consolidation of McLean 6th, McLean Middle, and Daggett Middle Schools to a Single Campus Within the Paschal Pyramid Beginning with the 2027-2028 School Year

d. Consider and Take Action on a Resolution Consolidating McLean 6th Grade Center, W.P. McLean Middle School, and Daggett Middle School Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith

e. Approve Consolidation of William James and Morningside Middle Schools to a Single Campus Within the Polytechnic Pyramid Beginning with the 2027-2028 School Year

f. Consider and Take Action on a Resolution Consolidating William James Middle School and Morningside Middle School Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith

2. Child Nutrition, Pamela Watson, Executive Director

a. Approve the Contract for the Food Service Management Company

Motion was made by Quinton Phillips, seconded by Anne Darr.

Before action was taken, ³⁶Anael Luebanos asked a question.

Deputy Superintendent, Kellie Spencer gave a response.

Dr. Michael Ryan asked a question.

Deputy Superintendent, Kellie Spencer gave a response.

Tobi Jackson asked a question.

Deputy Superintendent, Kellie Spencer gave a response.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Dr. Camille Rodriguez and Dr. Michael Ryan

3. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

- a. Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Stripling Middle School in Conjunction with the Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Quinton Phillips.

The motion was approved unanimously.

- b. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Meacham Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Anael Luebanos.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Dr. Michael Ryan

- c. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Wallace Bridges.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Dr. Michael Ryan

- d. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Daggett Middle School Montessori Renovations in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anne Darr, seconded by Roxanne Martinez.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

No: Dr. Michael Ryan

- e. Approve Closeout Contract with Imperial | Morales JV6 and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan.

The motion was approved unanimously.

15. ADJOURN (OTHER)

The meeting was adjourned at 11:23 p.m.

/s/ Cynthia Calderon
Coordinator
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
May 28, 2024**

TOPIC: APPROVE RATIFICATION OF RENTAL AUDIO AND VISUAL EQUIPMENT AND SERVICES FOR THE 2023-2024 HIGH SCHOOL GRADUATIONS AT TEXAS CHRISTIAN UNIVERSITY AND WILKERSON GREINES

BACKGROUND:

This ratification is for the purchase of rental equipment and services provided by the vendor for the high school graduation ceremonies that were held at Wilkerson-Greines and Texas Christian University (TCU) from May 29, 2024 through June 2, 2024. Rented video, audio, and sign language equipment was secured for both venues to enhance and ensure an equitable experience for graduates and their families. Additional lighting and event draping was rented for ceremonies held at Wilkerson-Greines. Set-up and strike crew technicians, camera operators, and audio/visual engineers were included in the rental packages to support the ceremonies at both venues.

STRATEGIC GOAL(S):

- 2 - Improve Operational Effectiveness and Efficiency
- 3 – Enhance Family and Community Enhancement

ALTERNATIVES:

- 1. Approve Ratification of Rental Audio and Visual Equipment and Services for the 2023-2024 High School Gradations held Texas Christian University and Wilkerson-Greines
- 2. Decline to Approve Ratification of Rental Audio and Visual Equipment and Services for the 2023-2024 High School Gradations held Texas Christian University and Wilkerson-Greines
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Rental Audio and Visual Equipment and Services for the 2023-2024 High School Gradations held at Texas Christian University and Wilkerson-Greines

FUNDING SOURCE: *Additional Details*

General Fund	199-41-6264-104.....\$35,670
	199-XX-XXX-XXX.....\$35,790
	199-XX-XXX-XXX.....\$14,209

COST:

\$85,669

VENDOR(S)/PROVIDER(S):

Athans Audio Visual LLC

PURCHASING MECHANISM:

Competitive Solicitation

FWISD RFP 21-085

The above solicitation has been awarded in accordance with the Texas Education Code section 44.031 (b). The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All FWISD High Schools

RATIONALE:

Rented audio/visual equipment, set-up/strike crews and operator services, and event draping was secured to enhance and ensure an equitable experience for graduates and families at the 2024 graduation ceremonies held at Wilkerson-Greines and TCU.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance & Strategic Communications

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/30/2024	MULTIPLE	7024

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116
 FWISD RFP 21-085

Ship To:

WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Wes
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
	PO #		
	Maria Alvarez Phillips Director Learning and Leading Fort Worth Independent School District 817.814.2348 maria.phillips@fvisd.org 1050 Bridgewood Drive Fort Worth, TX 76112		
	2024 FORT WORTH ISD GRADUATIONS - LOCATION - WILKERSON GREINES - *****ALL GRADUATIONS WILL BE LIVE STREAMED TO YOUTUBE*****		
	SETUP WEDNESDAY 5/29 - 9AM TBD		
	THURSDAY - MAY 30TH - 8AM / 12PM / 4PM / 8PM - OPS ON SITE TWO HOURS BEFORE EACH GRADUATION		
	FRIDAY - MAY 31ST - 8AM / 12PM / 4PM / 8PM - OPS ON SITE TWO HOURS BEFORE EACH GRADUATION		
	SATURDAY - JUNE 1ST - 9AM / 1PM / 5PM - OPS ON SITE TWO HOURS BEFORE EACH GRADUATION - STRIKE WHEN DONE		
2	VIDEO 7.5' x 13.5' Widescreen Aspect Fast Fold REAR Screen with Dress Kit @\$360 Each For 3 Days	1,080.00	2,160.00
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	Subtotal
			Sales Tax (0.0%)
			Total

**THIS IS AN ESTIMATE,
 NOT A CONFIRMATION
 OF SERVICES.**

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/30/2024	MULTIPLE	7024

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Wes
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
2	Eiki Ek-810U HD Laser Projector @ \$1200 Each For 3 Days - SHORT THROW LENSES	3,600.00	7,200.00
1	SDI Distribution Amplifier / Splitter @\$50 For 3 Days	150.00	150.00
2	Panasonic CX350 4K/1080 HD Camera with Tripod @ \$325 Each For 3 Days	975.00	1,950.00
2	SpiderPod platform to elevate Camera and Operator, surrounded by black pipe & drape @ \$250 Each For 3 Days	750.00	1,500.00
1	Apple Playback Pro for Digital Video Playback / Management @\$250 For 3 Days	750.00	750.00
1	BlackMagic ATEM Seamless HD Video Switcher for 16x9 Widescreen Aspect Ratio Display (seamlessly switch images from laptops as well as save and store logo slide) - Includes LCD Preview Monitor @\$395 For 3 Days	1,185.00	1,185.00
1	Laptop Computer with Windows 10 and Microsoft Office 2016 for PowerPoint / Slide Decks @\$150 For 3 Days	450.00	450.00
1	BlackMagic Web Presenter Streaming Interface @\$175 For 3 Days	525.00	525.00
1	Laptop Computer with Windows 10 FOR LIVE STREAMING TO YOUTUBE - @\$150 For 3 Days	450.00	450.00
SIGN LANGUAGE INTERPRETER EQUIPMENT			
1	Panasonic CX350 1080P HD Camera with Tripod (For 3 Days)	1,050.00	1,050.00
1	40" Confidence Monitor With Floor Stand	900.00	900.00
1	QSC 122i Powered Speaker For Monitor	375.00	375.00
10	Black Pipe & Drape (One Time Charge)	16.00	160.00
AUDIO			

Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	E-mail sales@AthansAudioVisual.com	Subtotal
	THIS IS AN ESTIMATE, NOT A CONFIRMATION OF SERVICES.	Sales Tax (0.0%)
		Total



Estimate

Date		Estimate #
5/30/2024	MULTIPLE	7024

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Wes
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
1	Behringer X32 Digital Mixer - PATCH INTO HOUSE SOUND SYSTEM @\$275 For 3 Days	825.00	825.00
1	XLR Snake (Digital) 300' With 2 Behringer Stage Boxes @\$150 For 3 Days	450.00	450.00
4	Digital Wireless Hand Held -or- LAV Microphone System - TWO HANDHELDS FOR PODIUMS/TWO BACKUP @\$125 Each For 3 Days	375.00	1,500.00
2	Audio Crab DI Box for Phone or Laptop sound connection @\$40 Each For 3 Days	120.00	240.00
4	QSC C8 Monitor Speakers (TWO FOR CHOIR AREA / TWO FOR MAIN STAGE ONE BY EACH OF THE TWO PODIUMS) @\$75 Each For 3 Days	225.00	900.00
60	PIPE AND DRAPE Black Pipe & Drape (One time charge) ON LARGE STAGE AS BACKDROP (ONE TIME CHARGE)	12.00	720.00
20	LIGHTING ColoRADO Zoomable 105w LED Light - TO BE SET TO THE COLOR OF EACH SCHOOL (ONE TIME CHARGE)	75.00	1,500.00
1	ADJ Lighting Control Board RUN ALL LEDS LINKED TO BOARD!!! (ONE TIME CHARGE)	75.00	75.00
2	PODIUM Black Podium with Reading Light/Black Gooseneck @\$100 Each For 3 Days	300.00	600.00
	LABOR		
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	
		Subtotal	
		Sales Tax (0.0%)	
		Total	

**THIS IS AN ESTIMATE,
 NOT A CONFIRMATION
 OF SERVICES.**

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/30/2024	MULTIPLE	7024

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Wes
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
6	SETUP DAY WEDNESDAY MAY 29TH - 9:00AM TBD Technicians To Set Equipment @ \$55/HR For 5 Hours	275.00	1,650.00
2	THURSDAY MAY 30TH Camera Operator @ \$650 Day Rate 8AM /12PM / 4PM / 8PM	650.00	1,300.00
1	Video Engineer @ \$650 Day Rate 8AM / 12PM / 4PM / 8PM	650.00	650.00
1	Audio Engineer @ \$650 Day Rate 8AM / 12PM / 4PM / 8PM	650.00	650.00
2	FRIDAY MAY 31ST Camera Operator Operate @ \$650 Day Rate 8AM / 12PM / 4PM / 8PM	650.00	1,300.00
1	Video Engineer Operate @ \$650 Day Rate 8AM / 12PM / 4PM / 8PM	650.00	650.00
1	Audio Engineer @ \$650 Day Rate 8AM / 12PM / 4PM / 8PM	650.00	650.00
2	SATURDAY JUNE 1ST Camera Operator @ \$650 Day Rate - 9AM / 1PM / 5PM	650.00	1,300.00
1	Video Engineer @ \$650 Day Rate - 9AM / 1PM / 5PM	650.00	650.00
1	Audio Engineer @ \$650 Day Rate - 9AM / 1PM / 5PM	650.00	650.00
2	Technicians To Help Strike Equipment @ \$55/HR For 5 Hours at 5:00PM	275.00	550.00
1	Delivery - Ft. Worth - Large Truck	175.00	175.00
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	Subtotal
		THIS IS AN ESTIMATE, NOT A CONFIRMATION OF SERVICES.	Sales Tax (0.0%)
			Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/30/2024	MULTIPLE	7024

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Wes
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
	THE EQUIPMENT/LABOR IS NOT RESERVED AT THIS TIME. WE CANNOT GUARANTEE AVAILABILITY UNTIL YOUR ORDER IS CONFIRMED AND METHOD OF PAYMENT HAS BEEN ESTABLISHED. PLEASE CONTACT YOUR ATHANS AUDIO VISUAL SALES REPRESENTATIVE TO CONFIRM THE ORDER AND ARRANGE METHOD OF PAYMENT AS SOON AS POSSIBLE. ATHANS AUDIO VISUAL DOES NOT SUPPLY HOT SPOT OR WIFI SERVICES. THANK YOU FOR CHOOSING ATHANS AUDIO VISUAL.		0.00T
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	Subtotal \$35,790.00 Sales Tax (0.0%) \$0.00 Total \$35,790.00
THIS IS AN ESTIMATE, NOT A CONFIRMATION OF SERVICES.			

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/29/2024		7195

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116
 FWID RFP 21-085

Ship To:

TCU & Wilkerson
 2024 Graduations

Terms*	Rep
Due on receipt	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
	TCU VIDEO		
2	BlackMagic Web Presenter Streaming Interface (For three days, One for English and one for Spanish)	525.00	1,050.00
2	Laptop Computer with Windows 10 and Microsoft Office 2016 for PowerPoint / Slide Decks (For Streaming to YouTube for three days)	600.00	1,200.00
1	Clearcomm Package With 6 Total Wired Headsets (For Three days)	1,200.00	1,200.00
2	Panasonic CX350 1080P HD Camera with Tripod (For Three days)	1,050.00	2,100.00
2	SpiderPod Platform To Elevate Camera And Operator, Surrounded By Black Pipe & Drape (For Three days)	750.00	1,500.00
	AUDIO		
1	Behringer X32 Digital Mixer (For Three days, Needed For Streaming)	900.00	900.00
1	XLR Snake (Digital) 300' With 2 Behringer Stage Boxes (For Three days)	525.00	525.00
4	Digital Wireless Hand Held Microphone System (For Podium/Backups) (For three days)	450.00	1,800.00
4	Digital Wireless Hand Held Microphone System (For the Choir) (For three days)	450.00	1,800.00
1	Digital Wireless Hand Held Microphone System (For Soloist) (For three days)	450.00	450.00
3	Digital Wireless Hand Held Microphone System (For the Band) For Three days)	450.00	1,350.00
2	QSC 122i Powered Speaker (For Three days) (Stage monitors for Choir)	375.00	750.00
1	QSC 122i Powered Speaker (For Three days) (Stage monitors for Band)	375.00	375.00
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	Subtotal
		THIS IS AN ESTIMATE, NOT A CONFIRMATION OF SERVICES.	Sales Tax (0.0%)
			Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/29/2024		7195

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

TCU & Wilkerson
 2024 Graduations

Terms*	Rep
Due on receipt	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
2	QSC 122i Powered Speaker (For three days) (Stage monitors for Main Stage)	375.00	750.00
1	Miscellaneous Set 20 Walkie Talkies with 4 Channels and Headsets	1,642.50	1,642.50
2	LABOR MAY 29th Camera Operator 1/2 Day Rate@ \$325 Day Rate (After 5pm)	325.00	650.00
2	May 30th Camera Operator 1/2 Day Rate@ \$325 Day Rate (After 5pm)	325.00	650.00
2	May 31st Camera Operator 1/2 Day Rate@ \$325 Day Rate (After 5pm)	325.00	650.00
2	June 1st Camera Operator @ \$650 Day Rate (Weekend Extended Day Rate, 7am-9pm)	650.00	1,300.00
1	June 2nd Camera Operator @ \$650 Day Rate (Weekend Extended Day Rate, 7am-9pm)	650.00	650.00
4	Technician To Strike Equipment @ \$60HR For 5 Hours	300.00	1,200.00
Wilkerson-Grienes			
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	Subtotal
		THIS IS AN ESTIMATE, NOT A CONFIRMATION OF SERVICES.	Sales Tax (0.0%)
			Total

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/29/2024		7195

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

TCU & Wilkerson
 2024 Graduations

Terms*	Rep
Due on receipt	Mike
*1.5% interest will be charged monthly to invoices past due	

Quantity	Description	Price Ea.	Amount
1	VIDEO BlackMagic Web Presenter Streaming Interface (Additional For Spanish) (For Three days)	525.00	525.00
1	Laptop Computer with Windows 10 and Microsoft Office 2016 for PowerPoint / Slide Decks (Additional For Spanish) (For Three days)	450.00	450.00
4	AUDIO Digital Wireless Hand Held Microphone System (For Choir, For Three days)	450.00	1,800.00
1	Digital Wireless Hand Held Microphone System (For Soloist, For Three days)	450.00	450.00
3	Digital Wireless Hand Held Microphone System (For Band, For Three Days)	450.00	1,350.00
1	QSC 122i Powered Speaker (Monitor Speaker) (For Band) (For Three Days)	375.00	375.00
2	LIGHTING Skirted 10' Truss Tower/ One Leko Per Tower With School Gobo/ Front Walls	200.00	400.00
4	ColorADO Zoomable 105w LED Light (For Color on Gray Panels)	75.00	300.00
2	Skirted 5' Truss Tower / One Leko Per Tower With Patterned Gobo/ Back Walls	200.00	400.00
1	GOBO'S 22- Glass Color Gobo's for 11 Schools	4,285.00	4,285.00
1	Miscellaneous Set of 20 Walkie Talkies with 4 channels and Headsets	1,642.50	1,642.50
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	
		Subtotal	
		Sales Tax (0.0%)	
		Total	
		THIS IS AN ESTIMATE, NOT A CONFIRMATION OF SERVICES.	

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Estimate

Date		Estimate #
5/29/2024		7195

Bill To:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Ship To:

TCU & Wilkerson
 2024 Graduations

Terms*	Rep
Due on receipt	Mike

*1.5% interest will be charged monthly to invoices past due

Quantity	Description	Price Ea.	Amount
2	LABOR Additional Setup Labor (May 29th) Technician To Set Equipment @ \$60HR For 5 Hours	300.00	600.00
2	June 1st Additional Strike Labor Technician To Strike Equipment @ \$60HR For 5 Hours	300.00	600.00
Phone #s Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565		E-mail sales@AthansAudioVisual.com	
		Subtotal	\$35,670.00
		Sales Tax (0.0%)	\$0.00
		Total	\$35,670.00

**THIS IS AN ESTIMATE,
 NOT A CONFIRMATION
 OF SERVICES.**

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: AMEND THRIVE NORTH TEXAS AGREEMENT FOR O.D. WYATT'S RESILIENCY SKILLS PROGRAM AND GROCERY STORE

BACKGROUND:

O.D. Wyatt High School was awarded a THRIVE North Texas grant to increase resiliency and food security among students, families, and the greater O.D. Wyatt community. The Fort Worth ISD Board approved Memorandum of Understanding (MOU) in December 13, 2022 to cover the terms of the grant. The grant provides opportunities for students to learn workforce skills in the Good Deeds Grocery Store. Awarded grant funds were with the intent to purchase and install a portable building within the O.D. Wyatt footprint and provide all necessary utilities, shelves, bins, and refrigerated storage equipment and fixtures necessary for the portable to fully function as a grocery store. The MOU amendment is intended to reduce the grant award amount by \$15,000 to a total award amount of \$280,000.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve to Amend Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store
2. Decline to Approve to Amend Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve to Amend Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store

FUNDING SOURCE: *Additional Details*

No Cost

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

Texas Health Resources

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

O.D. Wyatt High School

RATIONALE:

Trauma and food insecurity are issues at O.D. Wyatt, a global-majority high school that serves 1,521 students in grades 9-12. At O.D. Wyatt High School, 96.4% of students are coded as economically disadvantaged. More than 60 students enrolled at O.D. Wyatt do not have permanent housing. The THRIVE grant will increase resiliency and food security among the students, families, and community.

INFORMATION SOURCE:

Carmen Candelaria Arrieta, Chief Financial Officer, Business and Financial Service

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS HEALTH RESOURCES
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS AMENDMENT is by and between Texas Health Resources, a Texas non-profit corporation ("THR") and Fort Worth Independent School District ("FWISD") and shall amend that certain Memorandum of Understanding between the parties which was effective 01/09/2023 (the "Agreement"). This Amendment is effective upon the date of last signature. THR and FWISD agree as follows:

1. On page 1, paragraph 1, "ages 11-15" is deleted and replaced with "in grades nine through twelve"
2. On page 1, the section titled "Texas Health Brand Use Agreement" is deleted in its entirety and replaced with the following:

This agreement requires the grantee to comply with all terms, conditions, guidelines and restrictions outlined in this agreement. Brand Use Guidelines are listed in Exhibit A. The Grantee will send all advertising, collateral, advertorials, digital marketing and signage in advance for approval to the designated Texas Health Program Manager who will send to Brand Management designee, allowing five working days for review and provide final digital copies for our records.

3. On page 1, the section titled "Overall Project Goals, Services and Outcomes" is deleted in its entirety and replaced with the following

The Reporting and Payment Schedule is listed in Exhibit C. Timeline, Budget, and Performance Measures are listed in the attached Exhibit B.

4. The attached Exhibit B- Budget Worksheet is added to the Agreement.
5. Exhibit C-- Spring Implementation Reporting and Payments Schedule is deleted in its entirety and replaced with the new attached "Exhibit C-- Fall 2023 Implementation Reporting and Payments Schedule"

All other terms and conditions of the Agreement remain the same.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.

In witness whereof, the parties have executed this Amendment on the date(s) stated below.


6/5/2024

FORT WORTH ISD

By: _____
Angelica Ramsey, Superintendent

Date: _____

TEXAS HEALTH RESOURCES



By: _____
Catherine Oliveros, VP Community
Health Improvement

Date: 5/8/2024

EXHIBIT C— Fall 2023 Implementation Reporting and Payments Schedule

Reporting Schedule

Quarterly TouchBases with Program Manager to discuss achievements towards goals/metrics, partner activities, challenges, and successes.

Each year would have TouchBases due as follows:

- January 31, 2024
- June 30, 2024
- January 31, 2025
- June 30, 2025
- Final report no later than January 31, 2026

Payment schedule

Year 1: \$234,500 to be paid in 2 installments

- Installment 1 to be paid upon execution of MOU (\$137,500.00)
 - 1/2 year salary for counselor
 - 1/2 year training expenses
 - store building, equipment, and fixtures
- Installment 2 to be paid upon achievement of Year 1 Semester 1 metrics (\$97,000)
 - 1/2 year salary-counselor
 - 1/2 year training expenses
 - Total consulting fees
 - Total Y1 indirect cost

Year 2 \$45,500 to be paid in 3 installments

- Installment 1 to be paid upon achievement of Year 1 Semester 2 metrics (\$21,500)
 - 1/2 year salary for counselor
 - 1/2 year training expenses
- Installment 2 to be paid upon achievement of Year 2 Semester 1 metrics (\$21,500)
 - 1/2 year salary for counselor
 - 1/2 year training expenses
- Installment 3 to be paid upon receipt of final report (\$2,500)
 - Total Indirect Costs

All grants are managed through the Texas Health Community Impact Grants Lifecycle Management System, also known as the THCI Grants e-Portal. You will use this e-Portal from the application stage through the final report. Your assigned program manager will be able to provide you technical assistance with the e-Portal.



TEXAS HEALTH RESOURCES
THRIVE North Texas GRANT APPLICATION
BUDGET AND FINANCIAL INFORMATION

Organization Name		GO WASH High School within Fort Worth ISD		Award Amount	\$280,000	Expenditures					
Date Submitted	WFO#/Version	Grant ID#	N/A	Date Adjusted	07/21/2024	Year					
Expenditures in US\$	APPROVED BUDGET Year 1	APPROVED BUDGET Year 2	BUDGET JUSTIFICATION	CHANGE NOTES (if necessary)	Q1 (End date 12/31/23)		Q2 (End date 6/30/24)		Q3 (End date 12/31/24)		Q4 (End date 12/31/24)
	Spending	Running Balance			Spending	Running Balance	Spending	Running Balance	Spending	Running Balance	
SALARIES	List all personnel. ADD MORE ROWS IF NECESSARY.										
Trauma Counselor	\$37,500.00	\$75,000.00			\$	8,627	\$ 28,873	\$	28,873	\$	28,873
Total Salaries	\$37,500.00	\$75,000.00			\$	8,627	\$ 28,873	\$	28,873	\$	28,873
CONSULTANT FEES	Professional fees for reporting, translations and other services										
First Refuge Minutes	\$2,500.00					\$	2,500	\$	2,500	\$	2,500
Sanjour ISD	\$2,500.00					\$	2,500	\$	2,500	\$	2,500
Total Consultant fees	\$5,000.00	\$0.00			\$	5,000	\$ 5,000	\$	5,000	\$	5,000
MEETING COSTS	Please include venue cost, food, etc.										
Total Meeting Costs	\$0.00	\$0.00			\$	0	\$ 0	\$	0	\$	0
SUPPLIES	Other supplies, printing, materials, etc.										
Grocery Store equipment and fixtures	\$25,000.00					\$	29,245	\$ (4,245)	\$	0	\$
Food Purchased from Food Bank		\$15,000.00				\$	0	\$	0	\$	0
Apple Effect Curricula Student Software License / Portable Building, Installation of Building and Utilities	\$50,000.00					\$	19,450	\$ 30,550	\$	0	\$
Tablets - integrated internet access for 150 students	\$32,000.00					\$	10,516	\$ 21,484	\$	0	\$
MDRNet License	\$42,800.00					\$	42,800	\$	0	\$	0
Virginia AT lbs. converting a classroom to grocery store	\$4,515.00					\$	4,515	\$	0	\$	0
Total Supplies	\$152,795.00	\$15,000.00			\$	58,645	\$ 73,645	\$	30,550	\$	30,550
TRAVEL EXPENSES	Cost of per diem, lodging, for necessary grant activities, includes transportation, lodging, meals, etc.										
Total Travel	\$0.00	\$0.00			\$	0	\$ 0	\$	0	\$	0
TRAINING EXPENSES	Cost of personnel traveling for necessary grant activities, includes transportation, lodging, meals, etc.										
Training expenses	\$1,200.00	\$1,200.00				\$	1,200	\$	1,200	\$	1,200
Total Travel	\$1,200.00	\$1,200.00			\$	1,200	\$ 1,200	\$	1,200	\$	1,200
SUBCONTRACTORS	Cost of a company or individual that enters with a contractual agreement with the organization assuming some of the obligations of the provider.										
Total Subcontractors/Consultants	\$0.00	\$0.00			\$	0	\$ 0	\$	0	\$	0
INDEBT COSTS	Cost that do not fit in other categories, such as utility, leased equipment, etc.										
ISD Administrative Costs	\$5,000.00	\$5,000.00				\$	5,000	\$	5,000	\$	5,000
Total Indebted Costs	\$5,000.00	\$5,000.00			\$	5,000	\$ 5,000	\$	5,000	\$	5,000
TOTAL BUDGET REQUESTED	\$181,490.00	\$93,700.00			\$	87,272	\$ 113,918	\$	113,918	\$	(20,000)
List other funding sources and sponsors and level of support (if applicable):											
Name of the organization	Portion of Project to be Funded	Amount (US dollars)	Comments								

9.D. Approve Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store

Final Audit Report

2022-12-15

Created:	2022-12-14
By:	Christian Alvarado (christian.alvarado@fwisd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABA AVCZTI8gWF5Is3ImJcJ24GXjh_ddcgajT

"9.D. Approve Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store" History

-  Document created by Christian Alvarado (christian.alvarado@fwisd.org)
2022-12-14 - 6:17:51 PM GMT- IP address: 216.200.134.115
-  Document emailed to Angelica Ramsey (angelica.ramsey@fwisd.org) for signature
2022-12-14 - 6:18:37 PM GMT
-  Email viewed by Angelica Ramsey (angelica.ramsey@fwisd.org)
2022-12-14 - 6:18:39 PM GMT- IP address: 54.212.31.184
-  Document e-signed by Angelica Ramsey (angelica.ramsey@fwisd.org)
Signature Date: 2022-12-15 - 1:13:34 AM GMT - Time Source: server- IP address: 75.10.27.214
-  Agreement completed.
2022-12-15 - 1:13:34 AM GMT

**CONSENT AGENDA ITEM
BOARD MEETING
December 13, 2022**

**TOPIC: **APPROVE THRIVE NORTH TEXAS AGREEMENT FOR O.D.
WYATT’S RESILIENCY SKILLS PROGRAM AND GROCERY STORE****

BACKGROUND:

O.D. Wyatt High School was awarded a THRIVE North Texas grant to increase resiliency and food security among students, families, and the greater O.D. Wyatt community. The Memorandum of Understanding (MOU) covers the terms of the grant, which provides opportunities for students to learn workforce skills in the Good Deeds Grocery Store. Grant funds will be used to purchase and install a portable building within the O.D. Wyatt footprint and to provide all necessary utilities, shelves, bins, and refrigerated storage equipment and fixtures necessary for the portable to fully function as a grocery store. The grant will fund an additional counselor position, as well as training and support so that teachers and staff are equipped to help students run the grocery store and to ensure that the resiliency program is implemented with fidelity. O.D. Wyatt students and families will receive points to shop in the grocery store for volunteering and participating in resiliency training.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 3 – Enhance Family and Community Outreach

ALTERNATIVES:

- 1. Approve Thrive North Texas Agreement for O.D. Wyatt’s Resiliency Skills Program and Grocery Store
- 2. Decline to Approve Thrive North Texas Agreement for O.D. Wyatt’s Resiliency Skills Program and Grocery Store
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Thrive North Texas Agreement for O.D. Wyatt’s Resiliency Skills Program and Grocery Store

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Texas Health Resources

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

O.D. Wyatt High School

RATIONALE:

Trauma and food insecurity are issues at O.D. Wyatt, a global-majority high school that serves 1,521 students in grades 9-12. At O.D. Wyatt High School, 96.4% of students are coded as economically disadvantaged. More than 60 students enrolled at O.D. Wyatt do not have permanent housing. The THRIVE grant will increase resiliency and food security among the students, families, and community.

INFORMATION SOURCE:

Jerry Moore

**Memorandum of Understanding
between
Texas Health Resources
And**

This Memorandum of Understanding (“MOU”), indicates an agreement to assist in the implementation of a Together Harnessing Resources to give Individuals Voice and Empowerment (THRIVE) North Texas Project (“Project”) in the Texas Health Community Impact Region—Tarrant, a Community Benefit Grant to address food security and mental health for underserved individuals ages 11-15 in Fort Worth, Texas, and their families. This MOU is between Fort Worth Independent School District (“Sub-Grantee”) for the OD Wyatt High School Campus, and Texas Health Resources (“THR”).

Texas Health Brand Use Agreement:

This agreement requires the grantee to comply with all terms, conditions, guidelines and restrictions outlined in this agreement and includes any modifications that Texas Health may, from time to time, make to them. Brand Use Guidelines are listed in Exhibit A. The Grantee will send all advertising, collateral, advertorials, digital marketing and signage in advance for approval to a Texas Health Brand Management designee, allowing five working days for review and provide final digital copies for our records.

Overall Project Goals, Services and Outcomes:

The Project Goals, Services, and Outcomes, as well as the Timeline and Budget, are listed in Exhibit B.

Payment Terms:

Grant Amount (“Grant Funds”): \$295,000.00

Grant funds will be payable in five installments as outlined in Exhibit C and are contingent upon receipt of regular reporting requirements.

Reporting Requirements:

The Grantee understands that it will complete the following reporting requirements: Lead organizations will be required to report monthly to Texas Health. These reports will include the grant status, data for evaluation, media inquiries, success stories, barriers, and financial reports.

TERMS AND CONDITIONS

1. **Restriction on Use of Grant Funds.** Grantee will use the Grant Funds exclusively as described in the MOU and supporting agreements.
2. **Collaborating Organizations.** Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restriction on the use of grant funds.
3. **Compliance with Laws.** Grantee will comply with all applicable laws and regulations applicable to any of its activities associated with this grant, including by not limited to the Health Insurance Portability & Accountability Act. Grantee will cooperate with THR in supplying additional information to THR, or in complying with any procedures which might be required by any governmental agency, in order for THR to establish that it has observed all requirements of law with respect to this Grant.
4. **Right to Audit.** Grantee agrees to (and will cause any and all Collaborating Organizations to a) maintain accurate and complete records of the expenditure of Grant Funds for a period of five (5) years from the earlier of the termination or expiration of this Agreement and agrees that THR may conduct an audit of such records at any time during usual business hours as reasonably requested in advance by THR. Grantee will ensure that THR will have the same audit rights for records of any Collaborating Organization that receives Grant Funds. THR will bear the costs associated with any such audit. THR must provide Grantee at least five (5) days' notice of any such audit prior to its being held.
5. **Default and Early Termination.**
 - a. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in the is Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole discretion, may immediately terminate this Agreement by written notice thereof to the defaulting party.
 - b. Notwithstanding the provisions of Section 5 (A), THR may terminate this Agreement immediately due to the occurrence of any one or more of the following events: (i) grantee implement Project changes without THR's prior approval; (ii) the project is not conducted in conformance with applicable laws, or if applicable, any approvals, licenses or certifications required to conduct the Project are not obtained or are suspended or revoked; (iii) Grantee commits a willful breach of this Agreement or grantee or and Collaborating Organization commits an act of gross negligence or willful misconduct in connection with the Project; (iv) THR has a reasonable good faith basis to believe that Grantee or any of its or its Collaborating Organization's key employees, directors, officers, or agents has committed fraud or any other financial or administrative impropriety; or (v)

grantee or any Collaborating Organization is debarred from the receipt of federal or state funding.

c. In the event of an early termination due to breach by grantee under Section 5(A) or an occurrence under Section 5(B), THR will have no further obligation to provide funding hereunder, and grantee immediately will (i) provide THR with the Final Report due hereunder, which will included all required information available as of the termination date; (ii) reimburse THR for the full amount of grant Funds (including any accrued interest) that have been expended in connection with and subsequent to the breach or any of the above occurrences, and (iii) immediately refund all unspent Grant Funds (including any accrued interest) as of the termination date.

d. Notwithstanding the provisions of Sections 5(A), 5(B), and 5(C), THR may terminate the Agreement immediately and receive full reimbursement of the latest disbursement of Grant Funds plus any additional unspent grant Funds (including any accrued interest) in the event THR does not receive a Reporting Requirement when due and/ or such Reporting Requirement does not contain all the required information and/or sufficient progress has not been made with respect to the project as determined by THR in its sole discretion.

e. The provisions of this Section 5 will not preclude THR from seeking any other remedies that may be available under this Agreement and applicable law.

6. INDEMNITY. AS BETWEEN THE PARTIES, GRANTEE ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES THAT MAY ARISE IN CONNECTION WITH THE PROJECT, TO THE EXTENT NOT PROHIBITED UNDER THE APPLICABLE LAWS THAT GOVERN GRANTEE AND WITHOUT WAIVER OF ANY IMMUNITY OR DEFENSE.

Note: The District is prohibited from indemnifying or holding another entity harmless under Article III Section 52 of the Texas Constitution.

7. Insurance. Grantee agrees to maintain and will cause any collaborating organizations to maintain the following insurance during the term of this agreement:

a) commercial general liability insurance with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.000 in aggregate, which covers liability for bodily injury, property damage, death and advertising injury (including reasonable attorneys' fees).

b) workers' compensation insurance in the amount required by law of the state(s) in which workers are located and employer's liability insurance with limits of not less than \$1,000,000.00;

c) to the extent medical services are provided, medical malpractice coverage with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate;

d) to the extent any transportation services are provided, \$1,000,000.00 combine single limit of automobile liability; and

8. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve dispute through nonbinding mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute will be submitted to medication in Texas. Costs of mediation will be borne equally by the parties.

9. **Non-endorsement.** It is expressly agreed and understood by the parties that the Grant does not constitute an endorsement by THR of any entity, organization, company or individual, nor the products, actions, behavior, or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee or any Collaborating Organization to the contrary, in any context and in any forum, will constitute a material breach of this Agreement, and the same will be grounds for immediate termination of this Agreement by THR. In the event of any such misrepresentation, THR may require Grantee or any pertinent Collaborating Organization to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and THR will be entitled to whatever other remedies are available under applicable law.

10. **Relationship of Parties; No Guarantee of Additional Support.** The nature of this Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created, implied or deemed to be created pursuant to this Agreement. Grantee accepts the Grant Funds with the understanding that THR is not obligated to provide Grantee or any Collaborating Organization any additional financial support, or other support, in connection with the Grant, the Agreement or the Project or for any other reason.

11. **Entire Agreement; Amendment; Severability; No Waiver.** This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. This Agreement may not be modified, altered, amended or revoked except in writing, duly executed by each of the parties. The provisions of this Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions. Failure of either party to enforce its rights under this Agreement will not constitute a waiver of such rights.

12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of Texas, without regard to any conflicts of law principles. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 8 will be filed and heard in state or federal courts of Tarrant County, Texas.

13. Assignment. This Agreement is entered into by THR in reliance upon the qualifications of Grantee. Grantee may not assign or transfer this Agreement, directly or indirectly, by operation of law, change of control or otherwise, without THR's prior written consent.

14. Notices. Any notice will be in writing and personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party).

To THR: Texas Health Resources
 612 E. Lamar Blvd.
 Arlington, TX 76011
 Attn: General Counsel

To Grantee:

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

TEXAS HEALTH RESOURCES

Authorized by: *Catherine Oliveros, Vice President Community Health Improvement*
Electronically signed: 11/7/2022

Grantee:

Authorized by:
Electronically signed:

 Dec 14, 2022

Dr. Angélica Ramsey
Superintendent of Schools
Fort Worth Independent School District

EXHIBIT A

Texas Health Brand Use Agreement

This brand use agreement requires the community-based organization to comply with all terms, conditions, guidelines, and restrictions outlined in this agreement and includes any modifications that Texas Health may, from time to time, make to them. Brand use refers to use of the Texas Health name, mark, logo, graphic identity, tagline(s), images and positioning statements.

Brand Use Guidelines

Key items included within the scope of the Texas Health brand use include but are not limited to:

- **The Grantee will send all advertising, collateral, advertorials, digital marketing and signage in advance for approval to a Texas Health Brand Management designee, allowing five working days for review and provide final digital copies for our records.**
- The Grantee will adhere to all brand standards, inclusive of graphic, advertising, digital, photography and signage standards.
- The community-based organization will follow internal and external signage standards to present a consistent image across all markets.
- The Grantee will direct any logo creation requests to Brand Experience for assistance and logos using the Texas Health mark are not be created by any other source. Logos are developed by Texas Health Brand Management department and housed in a master database that the joint venture partner can access.
- Texas Health prohibits ability for the Grantee to co-brand or use brand/mark to endorse or promote third party products and services without approval.
- The Grantee will notify Brand Experience of any issue of a critical nature that might generate adverse publicity and coordinate with a designee on the approach to managing the issue.
- Texas Health may, at any time, in its sole discretion and without liability, withdraw its approval of any proposed or actual use of the Texas Health brand.



TEXAS HEALTH RESOURCES
GRANTS APPLICATION
PROJECT PLAN TABLE

ORGANIZATION NAME:	00 Wylie High School w/ten Fort Worth ISD
GRANT TITLE:	THRIVE North Texas

INSTRUCTIONS:

Complete each of the boxes on the project plan table. Examples are provided to help guide you in this process. When completing this section, consider each of the questions to provide the most comprehensive answer possible.

Overall Goal: To increase resiliency and food security for students and their families.

Planned Activity	Purpose of the Activity	Projected Outputs	Evaluation Method	Metric of Success	Funding Allocation	Timeline
What are the main activities / actions defined in your project?	What is the objective/goal of the activity?	What are the (immediate/interim) results of each of these activities?	Describe what tools you are going to use to capture data to measure this information	How will you determine whether the activity was successful? Be specific	(What % of funding will be spent on this activity?)	When do you expect this activity to begin / end?
<i>Example: Training sessions, Educational Sessions, Health Fairs, Stakeholder Meetings</i>	<i>Example: To train 100 nurses on how to conduct a clinical breast exam, to host a meeting bringing together key representatives from the Ministry of Health, State Government and Health Care System to discuss how to address this problem</i>	<i>Example: Number of participants, Number of sessions, Number of screenings</i>	<i>Example: Survey, Questionnaire, Interviews</i>	<i>Example: Increased knowledge by % ... Educated % of population ... Reduced screening time by ...</i>	<i>Example: 50%</i>	<i>ACTIVITY BEGINS: Example: 07/20/21 ACTIVITY ENDS: Example: 12/20/22</i>
1 Hire counselor	To provide trauma-informed counseling to students	TBD	Interviews	Counselor hired	38%	Jan-23 Mar-23
2 Meet with parents	To explain project, ask for ideas, and gather feedback	TBD	Schoolwide meeting, focus groups	Absentee, engagement of parents	0	Jan-23 Mar-23
3 Install portable and set up grocery store	To provide grocery store access without sacrificing space or safety	TBD	Commitment form	Portable installed and fully functional	21%	Mar-23 Mar-23
4 Train teachers and staff	To ensure the adults at Wylie can support students in program	TBD	Collected feedback	Engagement of teachers and staff	30%	Jan-23 Feb-23
5 Train students and volunteers	To explain the concept and increase program success	TBD	Collected feedback	Engagement of students	0	Jan-23 Feb-23
6 Get community buy-in	To ensure viability and sustainability	TBD	Community meeting, focus groups	Engagement of community/increase in volunteers	0	Jan-23 Feb-23
7 Implement program	To increase resiliency and food security for students and families	TBD	Collect feedback	Resiliency reason completion, food pick-ups	36%	Mar-23 Jun-24
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						

Word document copy of table

EXHIBIT C--Spring Implementation Reporting and Payments Schedule

Reporting Schedule

Quarterly TouchBases with Program Manager to discuss achievements towards goals/metrics, partner activities, challenges, and successes.

Each year would have TouchBases due as follows:

- Apr 14, 2023
- Jun 15, 2023
- Jan 15, 2024
- Jun 15, 2024
- Jan 15, 2025

Payment schedule

Year 1: \$239,500 to be paid in 2 installments

- Installment 1 to be paid upon execution of MOU (\$137,500.00)
 - 1/2 year salary for counselor
 - 1/2 year food
 - 1/2 year training expenses
 - store building, equipment, and fixtures,
- Installment 2 to be paid upon achievement of Year 1 Semester 1 metrics (\$102,000)
 - 1/2 year salary-counselor
 - 1/2 year food
 - 1/2 year training expenses
 - Total consulting fees
 - Total Y1 indirect cost

Year 2 \$55,500 to be paid in 3 installments

- Installment 1 to be paid upon achievement of Year 1 Semester 2 metrics (\$26,500)
 - 1/2 year salary for counselor
 - 1/2 year food
 - 1/2 year training expenses
- Installment 2 to be paid upon achievement of Year 2 Semester 1 metrics (\$26,500)
 - 1/2 year salary for counselor
 - 1/2 year food
 - 1/2 year training expenses
- Installment 3 to be paid upon achievement of Year 2 Semester 2 metrics (\$2,500)
 - Total Indirect Costs

All grants are managed through the Texas Health Community Impact Grants Lifecycle Management System, also known as the THCI Grants e-Portal. You will use this e-Portal from the application stage through the final report. Your assigned program manager will be able to provide you technical assistance with the e-Portal.

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: **APPROVE FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2023-2024**

BACKGROUND:

Annually and prior to the close of the fiscal year, a comprehensive review of the General Fund and Food Service Fund was made to analyze budget to actual expenditures by function and revenue by major object codes. As a result, it may become necessary to transfer budgeted dollars between functions in order to cover anticipated expenditures through June 30, 2024.

The 2023-2024 General Fund was initially adopted on June 27, 2023. During the month ending May 31, 2024, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

1. General Fund:
This amendment encompasses a net increase, in the amount of \$3.7M, to state revenue and expenditures. This increase covers the 2023-2024 Teacher Incentive Allotment payouts for Fort Worth ISD and Texas Wesleyan Leadership Academies.

2. Food Service Fund:
A final review of Food Service revenue and expenditure budget is performed to determine any adjustments due to year-end revenue reconciliation. This amendment encompasses a \$5.6M decrease in revenue and a \$10.2M decrease in expenses.

All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Budget Amendment for the Period Ended May 31, 2024
2. Decline to Approve the Budget Amendment for the Period Ended May 31, 2024
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Budget Amendment for the Period Ended May 31, 2024

FUNDING SOURCE: *Additional Details*

General Fund

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

School(s)/Department(s)

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance Division
Kellie Spencer, Deputy Superintendent, Operations

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2023-2024 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	8/31/2023	ADD/ SUBTRACT	9/30/2023	ADD/ SUBTRACT	10/31/2023	ADD/ SUBTRACT	11/30/2023	ADD/ SUBTRACT
Revenue and Other Sources										
5700 Local Revenue	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	(\$81,449,051)
5800 State Revenue	265,550,256.00	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$92,220,134
5900 Federal Revenue	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$17,250
7900 Other Sources	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$295,339
Total Revenue & Other Sources	\$801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$11,083,672
Expenditures										
11 Instruction	\$ 452,855,627	\$17,143,402	469,999,029	\$ 298,737	\$470,297,766	\$1,771,123	\$472,068,889	\$(737,428)	\$471,331,461	\$ (387,971)
12 Instructional Resources and Media Services	12,043,156	-	12,043,156	23,121	12,066,277	(1,551)	12,064,726	(185,754)	11,878,972	(2,345)
13 Curriculum and Instructional Staff Development	12,911,081	-	12,911,081	(115,630)	12,795,451	(43,257)	12,752,194	157,141	12,909,335	8,401
21 Instructional Administration	16,651,180	10,218	16,661,398	(268,444)	16,392,954	64,154	16,457,108	220,961	16,678,069	(49,660)
23 School Administration	52,725,631	-	52,725,631	50,076	52,775,707	19,066	52,794,773	(349,861)	52,444,912	54,892
31 Guidance and Counseling Services	46,782,032	-	46,782,032	86,258	46,868,290	(446)	46,867,844	178,192	47,046,036	172,645
32 Social Work Services	4,924,376	-	4,924,376	47,764	4,972,140	-	4,972,140	672,113	5,644,253	33
33 Health Services	13,018,700	-	13,018,700	13,481	13,032,181	5	13,032,186	(471,372)	12,560,814	967
34 Student Transportation	22,731,086	16,531,829	39,262,915	(58,499)	39,204,416	(518,000)	38,686,416	-	38,686,416	(61,438)
35 Food Services	426,614	-	426,614	135,512	562,126	(82,912)	479,214	6,500	485,714	6,258
36 Cocurricular/Extracurricular Activities	20,321,670	490,028	20,811,698	(13,862)	20,797,836	2,735	20,800,571	33,523	20,834,094	191,394
41 General Administration	26,130,271	5,250	26,135,521	(39,986)	26,095,535	(373,142)	25,722,393	(41,344)	25,681,049	2,770
51 Plant Maintenance and Operations	97,511,340	4,022,641	101,533,981	1,202,223	102,736,204	(324,522)	102,411,682	140,245	102,551,927	72,971
52 Security and Monitoring Services	15,788,569	374,823	16,163,392	1,263	16,164,655	-	16,164,655	(272,903)	15,891,752	(5,042)
53 Data Processing Services	30,928,534	3,804,942	34,733,476	(1,305,879)	33,427,597	(531,250)	32,896,347	733,449	33,629,796	(449)
61 Community Services	5,146,066	-	5,146,066	(56,135)	5,089,931	17,997	5,107,928	27,188	5,135,116	(3,426)
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-
81 Facilities Acquisition & Construction	1,500,000	8,337,975	9,837,975	-	9,837,975	-	9,837,975	-	9,837,975	-
91 Contracted Instructional Services between Public Sch	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-
95 Payments to Juvenile Justice Alt Ed Program	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095	-
Total Budgeted Expenditures	\$846,826,030	50,721,108	\$897,547,138	\$ -	\$897,547,138	\$ -	\$897,547,138	110,650	\$897,657,788	\$ -
Total Deficit	\$ (45,322,341)	(50,721,108)	\$ (96,043,449)	\$ -	\$ (96,043,449)	\$ -	\$ (96,043,449)	(110,650)	\$ (96,154,099)	11,083,672
Beginning Fund Balance (Audited)	401,675,275	-	401,675,275	-	401,675,275	-	401,675,275	-	401,675,275	-
Fund Balance - Ending (Unaudited)	\$356,352,934	(\$50,721,108)	\$305,631,826⁶⁹	\$ -	\$305,631,826	\$ -	\$305,631,826	(\$110,650)	\$305,521,176	\$11,083,672



Fort Worth
INDEPENDENT SCHOOL DISTRICT

12/31/2023	ADD/ SUBTRACT	1/31/2024	ADD/ SUBTRACT	2/28/2024	ADD/ SUBTRACT	3/31/2024	ADD/ SUBTRACT	4/30/2024	ADD/ SUBTRACT	5/31/2024
\$437,618,575		\$437,618,575		\$437,618,575	(\$3,539,039)	\$434,079,536		\$434,079,536		\$434,079,536
\$357,770,390		\$357,770,390		\$357,770,390	\$10,187,290	\$367,957,680		\$367,957,680	\$3,748,173	\$371,705,853
\$16,403,057		\$16,403,057		\$16,403,057	(\$1,501,452)	\$14,901,605		\$14,901,605		\$14,901,605
\$795,339		\$795,339		\$795,339	\$4,209	\$799,548		\$799,548		\$799,548
812,587,361	\$ -	812,587,361		812,587,361	\$ 5,151,008	817,738,369		817,738,369	3,748,173	821,486,542
\$470,943,490	\$(170,312)	\$ 470,773,178	\$ (140,940)	\$ 470,632,238	\$ 5,582,962	\$ 476,215,200	\$ (57,602)	\$ 476,157,598	\$ (364,091)	\$475,793,507
11,876,627	10,301	11,886,928	(444)	11,886,484	(6,768)	11,879,716	(15,474)	11,864,242	240,318	12,104,560
12,917,736	973	12,918,709	9,978	12,928,687	(406,371)	12,522,316	(15,767)	12,506,549	396,074	12,902,623
16,628,409	3,023	16,631,432	1,060	16,632,492	52,185	16,684,677	18,757	16,703,434	144,416	16,847,850
52,499,804	5,788	52,505,592	19,559	52,525,151	(787)	52,524,364	923	52,525,287	307,175	52,832,462
47,218,681	(10,717)	47,207,964	(8,786)	47,199,178	(2,616)	47,196,562	17,237	47,213,799	17,489	47,231,288
5,644,286	18,174	5,662,460	1,342	5,663,802	(95)	5,663,707	(34,035)	5,629,672	89,028	5,718,700
12,561,781	253	12,562,034	(47)	12,561,987	15	12,562,002	(11,766)	12,550,236	-	12,550,236
38,624,978	(108,600)	38,516,378	870	38,517,248	(25,192)	38,492,056	(469,979)	38,022,077	200,780	38,222,857
491,972	2,222	494,194	(942)	493,252	13,965	507,217	14,280	521,497	-	521,497
21,025,488	133,314	21,158,802	57,597	21,216,399	93,966	21,310,365	952	21,311,317	76,785	21,388,102
25,683,819	-	25,683,819	45,000	25,728,819	120	25,728,939	71,121	25,800,060	(1,500)	25,798,560
102,624,898	113,229	102,738,127	494,075	103,232,202	1,042,952	104,275,154	3,356,721	107,631,875	(49,100)	107,582,775
15,886,710	2,832	15,889,542	2,953	15,892,495	(3,344)	15,889,151	34,121	15,923,272	3,000,750	18,924,022
33,629,347	1,200	33,630,547	(29,767)	33,600,780	(235,378)	33,365,402	2,795,127	36,160,529	(409,801)	35,750,728
5,131,690	(1,680)	5,130,010	(2,843)	5,127,167	630	5,127,797	(4,574)	5,123,223	50,000	5,173,223
3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
9,837,975	-	9,837,975	(448,665)	9,389,310	(990,000)	8,399,310	1,558,119	9,957,429	49,850	10,007,279
8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002
45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000
-	-	-	-	-	-	-	-	-	-	-
2,963,095		2,963,095	-	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095
\$897,657,788	\$	897,657,788	\$ -	\$ 897,657,788	\$ 5,116,244	\$ 902,774,032	\$ 7,258,161	\$ 910,032,193	\$ 3,748,173	\$913,780,366
\$(85,070,427)	\$	(85,070,427)	\$ -	\$(85,070,427)	\$ 34,764	\$(85,035,663)	\$(7,258,161)	\$(92,293,824)	\$ -	\$(92,293,824)
401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275
\$316,604,848		\$316,604,848		\$316,604,848	\$34,764	\$316,639,612	(\$7,258,161)	\$309,381,451		(\$92,293,824)

**General Fund
Budget Amendment
2023-2024**

	Consolidated General Fund 2023-2024 Amended Budget 4/30/2024	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 5/31/2024
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$434,079,536	\$0	\$434,079,536
5800 State Revenue	\$367,957,680	\$3,748,173	\$371,705,853
5900 Federal Revenue	\$14,901,605	\$0	\$14,901,605
7900 Other Sources	\$799,548	\$0	\$799,548
Total Revenue & Other Sources	\$817,738,369	\$3,748,173	\$821,486,542
<u>EXPENDITURES</u>			
11 Instruction	\$476,157,598	(\$364,091)	\$475,793,507
12 Instruction Resources and Media Services	\$11,864,242	\$240,318	\$12,104,560
13 Curriculum and Instructional Staff Development	\$12,506,549	\$396,074	\$12,902,623
21 Instructional Administration	\$16,703,434	\$144,416	\$16,847,850
23 School Administration	\$52,525,287	\$307,175	\$52,832,462
31 Guidance and Counseling Services	\$47,213,799	\$17,489	\$47,231,288
32 Social Work Services	\$5,629,672	\$89,028	\$5,718,700
33 Health Services	\$12,550,236	\$0	\$12,550,236
34 Student Transportation	\$38,022,077	\$200,780	\$38,222,857
35 Food Services	\$521,497	\$0	\$521,497
36 Cocurricular/Extracurricular Activities	\$21,311,317	\$76,785	\$21,388,102
41 General Administration	\$25,800,060	(\$1,500)	\$25,798,560
51 Plant Maintenance and Operations	\$107,631,875	(\$49,100)	\$107,582,775
52 Security and Monitoring Services	\$15,923,272	\$3,000,750	\$18,924,022
53 Data Processing Services	\$36,160,529	(\$409,801)	\$35,750,728
61 Community Services	\$5,123,223	\$50,000	\$5,173,223
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,957,429	\$49,850	\$10,007,279
91 Contracted Instructional Services between Public Schools	\$8,422,002	\$0	\$8,422,002
95 Payments to Juvenile Justice Alt Ed Program	\$45,000	\$0	\$45,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,963,095	\$0	\$2,963,095
Total Budgeted Expenditures	\$910,032,193	\$3,748,173	\$913,780,366
Total Deficit	(\$92,293,824)	\$0	(\$92,293,824)
Beginning Fund Balance (Audited)	401,675,275		401,675,275
Fund Balance-Ending (Unaudited)	\$309,381,451	\$0	\$309,381,451

May 31, 2024 Budget Amendment		Increase	Decrease	Net Effect
Object	Revenue			
5700	Fund 199 - Change in revenue due to increase in enrollment, average daily attendance and investment earnings			
	Overall effect in Object 5700	0	0	0
5800	Fund 196 - Teacher Incentive Allotment Payout	3,748,173	-	
	Overall effect in Object 5800	3,748,173	0	3,748,173
5900	Fund 199 - Federal revenue indirect cost earned income	-		
	Overall effect in Object 5900	-	0	0
7900	Fund 199 - Insurance recovery		-	
	Overall effect in Object 7900	-	-	0
	Total	3,748,173	0	3,748,173

Function	Expenses			
11	Fund 196 - Teacher Incentive Allotment Payout	3,748,173	0	
	Fund 199 - transfer to functions 12, 13, 23, 52, 61 to cover payroll through end of fiscal year for vacant positions that have been filled.		1,112,264	
	Fund 199 - transfer to function 52 to cover additional School Resource Officers		3,000,000	
	Overall effect on Function 11	3,748,173	4,112,264	(364,091)
12	Fund 199 - transferred from function 11 to cover payroll through end of fiscal year for vacant positions that have been filled.	240,318	0	
	Overall effect on Function 12	240,318	0	240,318
13	Fund 199 - transferred from function 11 to cover payroll through end of fiscal year for vacant positions that have been filled.	396,074	0	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 13	396,074	0	396,074
21	Fund 199 - transferred from function 52 to cover payroll through end of fiscal year for vacant positions that have been filled.	144,416		
	Campus/Dept. normal course of District operations			
	Campus/Dept. normal course of District operations			
	Overall effect on Function 21	144,416	0	144,416
23	Campus/Dept. normal course of District operations	7,175		
	Fund 199 - transferred from function 11 to cover payroll through end of fiscal year for vacant positions that have been filled.	300,000		
	Overall effect on Function 23	307,175	-	307,175
31	Campus/Dept. normal course of District operations	17,489		
	Overall effect on Function 31	17,489	0	17,489
32	Fund 199 - transferred from function 53 to cover payroll through end of fiscal year for vacant positions that have been filled.	89,028		
	Overall effect on Function 32	89,028	-	89,028
34	Fund 199 - transferred from function 53 to cover payroll through end of fiscal year for vacant positions that have been filled.	200,780		
	Overall effect on Function 34	200,780	0	200,780
36	Fund 199 - transferred from function 53 to cover payroll through end of fiscal year for vacant positions that have been filled.	76,785		
	Overall effect on Function 36	76,785	0	76,785
41	Campus/Dept. normal course of District operations		1,500	
	Overall effect on Function 41	0	1,500	(1,500)
51	Fund 199 - Transfer to function 81 to cover payroll through end of fiscal year for vacant positions that have been filled.		49,100	
	Overall effect on Function 51	0	49,100.00	(49,100)

	May 31, 2024 Budget Amendment	Increase	Decrease	Net Effect
52	Fund 199 - transfer from function 11 for additional School Resource Officers	3,000,000		
	Campus/Dept. normal course of District operations	750		
	Overall effect on Function 52	3,000,750	-	3,000,750
53	Fund 199 - Transfer to functions 21, 32, 34, and 36 to cover payroll through end of fiscal year for vacant positions that have been filled.		409,801	
	Overall effect on Function 53	-	409,801	(409,801)
61	Fund 199 - transferred from function 11 to cover payroll through end of fiscal year for vacant positions that have been filled.	50,000		
	Overall effect on Function 61	50,000	-	50,000
81	Fund 199 - Transfer from function 51 to cover payroll through end of fiscal year for vacant positions that have been filled.	49,850		
	Overall effect on Function 81	49,850	-	49,850.00
	Total	8,320,838	4,572,665	3,748,173.00

Fort Worth Independent School District
 Child Nutrition Services Fund
 Budget Amendment for 2023-2024

	2023-2024 Adopted	Proposed Budget Adjustment	2023-2024 Revised
Revenues			
5749 MISC REV LOCAL SOURCE	\$ 10,000	\$ 313,016	\$ 323,016.00
5751 FOOD SERVICE ACTIVITY	1,900,213	(862,797)	1,037,416
5759 COCURRICULAR, ENT SVCS	266,720	(101,445)	165,275
5829 STATE REVENUE DIST BY TEA	69,126	107,692	176,818
7912 SALE OF PROPERTY	50,000	(41,610)	8,390
7952 SCHOOL BREAKFAST PROGRAM	12,858,629	(3,207,075)	9,651,554
7953 SCHOOL LUNCH PROGRAM	32,665,096	(3,080,107)	29,584,989
7954 USDA COMMODITIES	4,427,469	-	-
7955 EARNINGS FROM TEMP DEPOSIT	25,000	1,303,878	1,328,878
7980 AFTER SCHOOL SNACK PRG	457,011	(42,216)	414,795
Total Revenues	\$ 52,729,264	\$ (5,610,664)	\$ 42,691,131
Expenditures - Function 35			
61 PAYROLL COSTS	16,871,237	(1,221,732)	15,649,505
62 PROF CNT SVC	26,723,158	(7,823,520)	18,899,638
63 SUPP AND MAT	5,737,470	(147,835)	5,589,635
64 OTHER OPER COSTS	1,684,766	(7,962)	1,676,804
66 CP OUT-LD BLD & EQ	1,000,000	(994,435)	5,565
Total Expenditures	\$ 52,016,631	\$ (10,195,484)	\$ 41,821,147

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING TO PROVIDE EDUCATIONAL AND COUNSELING-RELATED SERVICES TO SCHOOL-AGED RESETTLED REFUGEE STUDENTS**

BACKGROUND:

A local non-profit has operated a robust refugee service program since the 1970s when it began serving refugees in coordination with the federal government. Fort Worth ISD has benefitted from a long history with this non-profit that has provided our school-aged refugee students with tutoring, crisis intervention, and parent-school liaison services. Another service available to students includes clinical counseling services conducted by Licensed Professional Counselors to help them navigate the trauma of resettlement and adjust to life in the United States. With the consent of the parents, access to these services of support was facilitated through referrals made by FWISD.

The resettlement program, funded by the United States Department of Health and Human Services' Office of Refugee Resettlement, provides services at no cost to families and to Fort Worth ISD. Effective with the 2024-2025 school year, FWISD proposes to bring this non-profit on campuses to provide services. This change prompted the need for a formal agreement. The five-year agreement will remain in effect until June 30, 2029.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding to Provide Educational and Counseling-Related Services to School-Aged Resettled Refugee Students
2. Decline to Approve Memorandum of Understanding to Provide Educational and Counseling-Related Services to School-Aged Resettled Refugee Students
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding to Provide Educational and Counseling-Related Services to School-Aged Resettled Refugee Students

FUNDING SOURCE: *Additional Details*

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Catholic Charities Fort Worth

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All FWISD Schools
School-Based Health Partnerships

RATIONALE:

Refugee students often face language barriers, trauma, and educational gaps. Extra tutoring provides tailored support to bridge these challenges, ensuring academic success. Counseling addresses their emotional needs, helping them navigate cultural adjustments and trauma, fostering resilience and well-being.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

**Memorandum of Understanding
between
Catholic Charities Fort Worth Refugee School Impact Program and
Fort Worth Independent School District**

Catholic Charities Fort Worth Refugee School Impact (“CCFW”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (“District”) enter into this Memorandum of Understanding (“MOU” or “Agreement”) to provide services to eligible refugee children and parents in Fort Worth ISD through the Refugee School Impact Program at Catholic Charities Fort Worth. Catholic Charities Fort Worth and the District may be collectively referred to as the “Parties” or individually as a “Party.”

A. Collaborative Goals/Purpose:

Collaboration, communication and information sharing is needed between both Parties in order to effectively serve these students and families. The Parties agree that any data provided by District to Catholic Charities Fort Worth will be governed by the Data Sharing Agreement between the Parties, hereby attached as Exhibit A.

B. Catholic Charities Fort Worth Responsibilities/Obligations:

Catholic Charities Fort Worth Refugee School Impact agrees to provide services to eligible students and parents including:

1. Education/tutoring for students, with a focus on ESL and literacy;
2. Counseling for students, both individual and group;
3. Crisis Interventions for refugee students;
4. Parent Orientation workshops for refugee parents; and
5. Professional Development for educators and administration.

In order for these services to be provided for eligible students and parents, CCFW must be made aware of students and parents in need of services, and receive contact information in order to get parental consent for services.

C. District Responsibilities/Obligations:

Fort Worth Independent School agrees to:

1. Refer eligible students and parents for services;
2. Provide names, phone numbers and addresses of referred students and parents; and
3. Communicate and collaborate regarding services and needs of students and families.

D. Terms of the Agreement:

This Agreement shall take effect on the date of execution and shall remain in effect for a five (5) year term, until June 30, 2029, or until the duration of the Refugee School Impact funding at Catholic Charities Fort Worth, whichever date is earlier. Termination of the MOU may also be done in writing with a 30-day written notice to the other party.

E. General Provisions:

1. Confidentiality. Catholic Charities Fort Worth hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the Organization 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.
2. Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
3. Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
4. 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:

To District:

Fort Worth Independent School District
Attn: Ottis Goodwin
215 N.E 14th Street, Room 218
Fort Worth, Texas 76164

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

To Catholic Charities Fort Worth:

Catholic Charities Fort Worth
Attn: Amy Snyder
249 W. Thorhill Drive
Fort Worth, TX 76115

With Copies to:

Catholic Charities Fort Worth
Joshua Audi, CFO/VP of Administration
249 W. Thornhill Drive
Fort Worth, Texas 76115

5. Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
6. Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.
7. Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
8. Amendments. Any change to this MOU must be in writing and signed by both Parties.
9. Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
10. Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
11. Public Records. Catholic Charities Fort Worth understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to Catholic Charities Fort Worth but assumes no other responsibility.
12. Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU 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.
13. Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
14. No Third-Party Beneficiary. This agreement is made solely between Catholic Charities Fort Worth and the District and is intended solely for their benefit. No other person or entity shall be deemed a beneficiary of this Agreement, whether directly or indirectly, and no third party shall have any rights, claims, or interests in this Agreement or its enforcement. The rights and obligations contained herein are personal to Catholic Charities Fort Worth and the District and may not be assigned or transferred to any third party without the prior written consent of both Parties.

F. Signatory Clause:

The individuals executing this Agreement on behalf of the District and Catholic Charities Fort Worth acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

Agreed to and accepted by:

Catholic Charities Fort Worth:

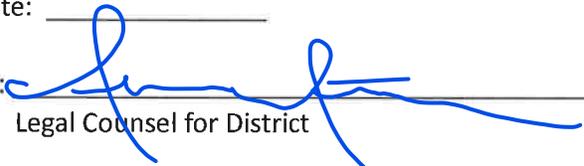
By: 
Name: Joshua Audi
Title: CFO/VP of Administration
Date: 5/2/24

District:

By: 
Name: Ottis Goodwin
Title: Director, School-Based Health Partnerships
Date: 5/2/24

By: _____
Name: Camille Rodriguez
Title: Board President
Date: _____

By: 
Name: Angélica M. Ramsey
Title: Superintendent
Date: _____

By: 
Legal Counsel for District

Marta Plata
5/10/2024



CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH ART OF LIVING, INC.

BACKGROUND:

The Art of Living was founded in 2019. Since its creation, their goal has been to establish a safe place for the children living within the Presbyterian Night Shelter by providing a safe and fun learning environment where young people can come to learn new skills and be surrounded by consistent positive role models. In completing the mission, The Art of Living serves students that are also attending Fort Worth ISD schools. This MOU would formalize a partnership that would allow both organizations to collaboratively serve students.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Art of Living, Inc.
2. Decline to Approve Memorandum of Understanding with Art of Living, Inc.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding with Art of Living, Inc.

FUNDING SOURCE: *Additional Details*

No Cost

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

Art of Living, Inc.

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Student and Family Experience

RATIONALE:

The Art of Living provides quality out-of-school experiences that align with the goals of Fort Worth ISD. This MOU would formalize a partnership in education that will enhance the tutoring and enrichment programs at the Art of Living by providing training on using academic tools already accessible to students outside of school. In addition, the center could serve as an information and resource hub for families experiencing homelessness to connect with services inside of FWISD.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

**Memorandum of Understanding
Fort Worth Independent School District (District) and
Art of Living (Organization)**

Art of Living, Inc. (“Organization”) and the Fort Worth Independent School District (FWISD), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (“District”) enter into this Memorandum of Understanding (“MOU” or “Agreement”) to acknowledge the Art of Living as an official Fort Worth Independent School District Partner in Education. Organization and District may be collectively referred to as the “Parties” or individually as a “Party.”

A. Collaborative Goals/Purpose:

The FWISD Partners in Education program is designed to recognize trusted partners in the community that are delivering services to the families and students of the District. The purpose is to codify a network of support for families that goes beyond the walls of the school site.

B. Organization Responsibilities/Obligations:

- (1) Provide services to FWISD students that align with District goals.
- (2) Recognize the District on the Organization’s website and other marketing materials using the FWISD Partners in Education Seal and allow the District to name the Organization on the District’s website and marketing materials.
- (3) When appropriate, participate in District promotional events.
- (4) Maintain a safe and secure environment for the students and families served.

C. District Responsibilities/Obligations:

- (1) Provide the partner with opportunities to share information about their organization at District events and District service sites when appropriate.
- (2) Recognize the partner on the District’s website and relevant media releases related to the Partners in Education.
- (3) When appropriate, provide the partner with training and support to use and access District tools related to the Organization’s scope of service (i.e. tutoring, Family Resource Center).
- (4) Based on the target population served by the Art of Living, provide for Organization’s use during the term of the Agreement, five (5) laptops as a part of the support from the District Student Support Service Department dedicated to servicing unhoused District students and families. These devices shall remain the sole property of the District and shall be returned to the District in good working order. The Organization agrees to comply with the District’s acceptable use policies for the use of electronic devices.

D. Joint Responsibilities/Obligations:

Participate in a good faith partnership designed to create a network of aligned resources/supports that support District students and their families.

E. Term:

This Agreement will be effective from the date of signing and shall terminate on Date June 28, 2025 (“Initial Term”) unless earlier terminated under the terms of this MOU. This Agreement may be modified or

extended at any time by mutual written consent of both Parties.

F. Termination

This Agreement may only be terminated by written notification of either Party at least ninety (90) days before the intended termination date. The Parties agree to use their best efforts to resolve any issues before resorting to termination.

G. INDEMNIFICATION

- (1) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANIZATION MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE 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 ORGANIZATION, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ORGANIZATION OR ANYONE THAT ORGANIZATION CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
- (2) 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. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- (3) Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

H. General Provisions

- (1) Confidentiality. The Organization hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the Organization 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.
- (2) Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
- (3) Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
- (4) 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:

To District:

Fort Worth Independent School District
Attn: Dr. David Saenz
7060 Camp Bowie Blvd.

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel

Fort Worth, Texas 76116

7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

To Organization:

Art of Living, Inc.
Nicholas Colletti
1505 E. Lancaster Ave.
Fort Worth, TX 76102

- (5) Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- (6) Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.
- (7) Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
- (8) Amendments. Any change to this MOU must be in writing and signed by both Parties.
- (9) Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- (10) Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
- (11) Public Records. The Organization understands and agrees that the District is subject to the Texas Public Information Act (“TPIA”) and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to Organization but assumes no other responsibility.
- (12) Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU 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.
- (12) Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
- (13) No Third-Party Beneficiary. This agreement is made solely between Organization and FWISD and is intended solely for their benefit. No other person or entity shall be deemed a beneficiary of this Agreement, whether directly or indirectly, and no third party shall have any rights, claims, or interests in this Agreement or its enforcement. The rights and obligations contained herein are personal to Organization and FWISD and may not be assigned or transferred to any third party without the prior written consent of both Parties.

H. Signatory Clause

The individuals executing this Agreement on behalf of the District and Organization acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

Organization

By: Nicholas Colletti

Printed Name: Nicholas Colletti

Title: Executive Director

Date: May 28, 2024

Fort Worth Independent School District:

By: David Saenz

Printed Name: David Saenz

Title: Chief of Strategic Initiatives and Partnerships

Date: 06/03/2024

By: _____
Angélica M. Ramsey, Ed.D.
Superintendent of Schools

By: _____
Dr. Camille Rodriguez
Board President

Approved as to Form:

By: [Signature]
Attorney – Office of Legal Services

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACTS WITH BEHAVIOR HEALTH PROVIDERS

BACKGROUND:

The Fort Worth Independent School District, in partnership with community behavioral health providers, operates five Family Resource Centers (FRC) and one Family Action Center (FAC), at the following locations:

FRC, established 2003:

Forest Oak - 3500 Pecos Street, Fort Worth, TX 76119
Northside – 2011 Prospect Avenue, Fort Worth, TX 76164
Western Hills – 8340 Mojave Trail, Fort Worth, TX 76116
Riverside – 1550 Bolton Street, Fort Worth, TX 76111
Eastern Hills – 5900 Yosemite Drive, Fort Worth, TX 76112

FAC, established 2018:

Family Action Center at Stop 6 – 5110 Willie Street, Fort Worth, TX 76105

These clinics provide affordable behavioral health services to children in the district. Since 2015, the FRC have received over 3,500 referrals to help coordinate and facilitate students needing behavioral health services.

Families are referred to the FRC by district staff, community professionals, and via self-referral. FRC staff provide intake and assessment services followed by the coordination of service options and dispositions. In an attempt to facilitate family-friendly service plans, the FRC offer co-located providers such as counselors, social workers, educators, case managers/coordinators, intake specialists, and other behavioral health providers.

Most of the services offered through the FRC sites are available at no cost to the district or the family. Other specialty or high-demand services not available through a shared, cost-free commitment, must be sought out by the FRC administrators and contracted for on an annual basis. One such population for which there is a high need for behavioral health services, but low availability is for indigent, uninsured, or low-income FWISD students and families.

The period of performance shall be from the date of award through May 31, 2025 with the option to extend the agreement for up to three (3) additional one-year periods, contingent upon funding. RFP 22-130 was originally approved by the board on June 28, 2022. Board approval is required each year in order to renew the RFP.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Authorization to Negotiate and Enter into Contracts with Behavioral Health Providers
- 2. Decline to Approve Authorization to Negotiate and Enter into Contracts with Behavioral Health Providers
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into Contracts with Behavioral Health Providers

FUNDING SOURCE: *Additional Details*

General Fund	199-31-6219-206	\$75,000
Grant Fund	289-31-6219-512	\$150,000

COST:

\$225,000

VENDOR(S)/PROVIDER(S):

FWISD is the payer of last resort and will only be invoiced on students who were designated as “district paid” by Family Resource Center staff.

- Alliance Child & Family Solutions
- Authentic Counseling and Coaching, LLC
- Christian Works for Children
- Communities in Schools of Greater Tarrant County
- Enable My Child, Ltd., DBA HelloHERO
- HHCSS, LLC
- Lena Pope Home, Inc.
- MHMR of Tarrant County
- Mind Above Matter
- PSP Professional Services
- Starfish Counseling, PLLC
- The Art Station
- The Parenting Center
- The Telos Project
- The Women’s Center of Tarrant County
- TrueCare 24, Inc.

Therapy Works Counseling Services, PLLC
The Center for Psychological Services
Wildflower Music Therapy
Youth Advocate Programs, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation/Proposal Statistics

FWISD Solicitation Number: 22-130
Number of Bid/Proposals received: 30
HUB Firms: 1
Compliant Bids: 20

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 vendors listed above have been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All FWISD Schools
School-Based Health Partnerships

RATIONALE:

The School-Based Health Department coordinates health services (behavioral, vision, medical, and dental) for students throughout the district. The vast majority of these services are at no cost to the district or the family. Approval would allow students who would otherwise go untreated access to behavioral health services.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AUTHORIZATION FOR FORT WORTH AFTER SCHOOL (FWAS) TO ENTER REQUISITIONS FOR PROVISION OF PARTIAL-SERVICE PROVIDERS FOR THE 2024 - 2025 SCHOOL YEAR

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from fifty-two (52) sites in the initial year to seventy-three (73) sites for the 2024-2025 school year. FWAS program locations are funded through Local and Special Revenue funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year and summer. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning - to vet potential providers. All recommended providers have successfully responded to 22-083-C (Partial Service Provider). All vendors must complete a Partial Provider Agreement (PPA) that details the scope of services to be delivered at the respective campus. This is the third year of a five-year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in FWISD Data Warehouse and Qualtrics. This Action Agenda item addresses FWAS and Summer Learning program sites that are funded through Local and Special Revenue (21st Century).

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2024-2025 School Year
2. Decline to Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2024-2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2024-2025 School Year

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-61-6299-395.....\$40,000
21 st Century	265-11-6299-572.....\$34,000

COST:

Not-to-Exceed: \$74,000

VENDOR(S)/PROVIDER(S):

- Athena Coding – Coding/Gaming/STEM
- Athlete Global Corporation
- Dallas Black Dance Theatre
- Education Support Program Consultation
- Eighty 8 Lines, LLC – STEM
- Finding Me Academy, Inc. – Performing Arts
- Girls Inc. of Tarrant County
- Kidz to Pros – College/Career Programming
- New Horizons of North Texas
- Reddy Leadership Outreach – Education Support (Math, Literacy, ELA)
- Sylvan Learning of North Texas – In Person/Virtual Tutoring
- Tag2, The Art of Continuous Growth – Soft-Skills/Consultation
- Teachers Now

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-083- C

Number of Bid/Proposals received:

HUB Firms:

Compliant Bids:

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Fort Worth After School

Dunbar HS

Eastern Hills HS

Southwest HS

Western Hills HS

O.D. Wyatt HS

William James MS

Kirkpatrick MS

Meacham MS

Meadowbrook MS

Monnig MS

Morningside MS

Applied Learning Academy

Rosemont MS

Stripling MS

Jacquet MS

Wedgwood MS

Leonard MS

Jean McClung MS

Benbrook MS

YWLA

Carter Park ES

George C. Clarke ES

Daggett ES

East Handley ES

Christene C. Moss ES

Harlean Beal ES

W.M. Green ES

Van Zandt-Guinn ES

Hubbard Heights ES

Kirkpatrick ES

Leadership Academy at Mitchell Blvd. ES

Oakhurst ES

Natha Howell ES

A.M. Pate ES

M.L. Phillips ES

Versia Williams ES

Maudrie M. Walton ES
South Hi Mount ES
Sunrise-McMillan ES
W.J. Turner ES
David K. Sellars ES
Atwood McDonald ES
Riverside ALC
Bill J. Elliott ES
T.A. Sims ES
Edward J. Briscoe ES
Alice Contreras ES
Dolores Huerta ES

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. These providers will provide valuable intermittent services for select campuses.

INFORMATION SOURCE:

Dr. David Saenz, Chief, Strategic Initiatives and Partnerships

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE THE PURCHASE OF THE SCHOOL CHOICE MODULE FOR THE 2024-25 SCHOOL YEAR

BACKGROUND:

The Fort Worth Independent School District (FWISD) provides several options for families to apply for Choice programs, Transfers, Pre-K, and Two-Way Dual Language. However, navigating these different systems can be a complex task for families seeking to access these opportunities. The District has identified the need to integrate these systems with its Student Information System to create a more streamlined experience for families and schools. This integration will facilitate a more efficient and cohesive process, minimizing the obstacles that families encounter when trying to access the various programs and services offered by FWISD.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the purchase of the School Choice Module for the 2024-25 School Year
2. Decline to Approve the purchase of the School Choice Module for the 2024-25 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of the School Choice Module for the 2024-25 School Year

FUNDING SOURCE: *Additional Details*

General Fund 199-61-6399-415

COST:

\$57,641.50

VENDOR(S)/PROVIDER(S):

FOCUS School Software

PURCHASING MECHANISM:

Competitive Solicitation

RFP 21-091 A Technology Product, Materials, Services and Equipment

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Fort Worth Schools

RATIONALE:

This solution increases the efficiency and transparency of the lottery process by creating one portal that provides access to the various educational opportunities in Fort Worth ISD.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

Focus School Software
 P.O. Box 2194
 St. Petersburg, FL 33731-2194
 +1 7273882005
 accounting@focusschoolsoftware.com



Quote

ADDRESS

Fort Worth Independent School District
 Fort Worth ISD District Service Center
 7060 Camp Bowie Blvd
 Fort Worth, Texas 76116

SHIP TO

Fort Worth Independent School District
 Fort Worth ISD District Service Center
 7060 Camp Bowie Blvd
 Fort Worth, Texas 76116

QUOTE # 2024-2804QTE

DATE 02/02/2024

EXPIRATION DATE 07/31/2024

ACTIVITY	QTY	RATE	AMOUNT
Focus School Choice Module	72,783	0.50	36,391.50
Project Management - 40 Hours	40	250.00	10,000.00
Choice Module Training - 6 Days	6	1,250.00	7,500.00
Enrollment Module Training - 3 Days	3	1,250.00	3,750.00

*
-Annual Support & Maintenance Year 2 and beyond \$0.50 per student per year

-Focus School Choice Module includes the following: School Choice Setup Menu, School Choice Applications, School Choice Reports, Choice Lottery, Magnet/ Special Assignment Student Screen, Choice Print Letters and Tours & Auditions.

-Additional requested Choice or Enrollment Module Support (i.e. training, lottery assistance etc.) will be billed at \$1,250.00 per day

-Additional required customizations and development is billable at \$225.00 per hour.

-Estimated project implementation to begin in Spring 2024 with go-live in Fall 2024.

TOTAL **\$57,641.50**

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE RENEWAL OF A TECHNICAL ASSISTANCE CONTRACT FOR METRO OPPORTUNITY HIGH SCHOOL

BACKGROUND:

A collaborative design process between Metro Opportunity High School and Big Thought began in the summer of 2020. The organization will help close the student achievement gap and equip all students with the required life skills and tools needed to be successful in the real world. The newly designed program promotes opportunities for social-emotional learning and other individualized student programs. The partnership also provides the support necessary for students to stay on track academically and address any existing trauma with a leader in the field of trauma-informed methodologies. Big Thought has over 25 years experience of working with youth in the juvenile justice system. The non-profit's pedagogical approach to alternative education involves trauma-informed methodologies that lead to healing and creative learning opportunities that support personal growth and expression.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School
2. Decline to Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School

FUNDING SOURCE: *Additional Details*

General Fund 199-13-6291-417

COST:

\$475,000

VENDOR(S)/PROVIDER(S):

Big Thought, LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFP 21-059

Solicitation/Proposal Statistics

Bid Number: 21-059
Number of Bid/Proposals received: 8
HUB Firms: 2
Compliant Bids: 7

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Metro Opportunity High School
Strategic Initiatives and Partnerships

RATIONALE:

The redesigned alternative education program at Metro Opportunity High School helps meet students' behavior and social-emotional needs, closes the achievement gap, and decreases the recidivism rates of students who are assigned to the school for behavior improvement.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

Agreement between Fort Worth ISD and Big Thought

This Agreement (the "Agreement") is made and entered into as of the last date of the signature hereto (the "Effective Date"), for a Term commencing July 1, 2024 ("Commencement Date") 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 in Tarrant County, Texas ("District" or "FWISD") and Big Thought, a Texas non-profit organization located at 1409 Botham Jean Blvd, Suite # 1015 Dallas TX 75215 ("Implementation Partner" or "IP") (together, the "Parties," or individually a "Party") to work together to create an exemplar of alternative secondary education serving students in grades 6-12 at Metro Opportunity at Handley, a DAEP campus, located at 2801 Patino Rd, Fort Worth, TX 76112 (the "School") until termination of this Agreement.

ARTICLE I. RECITALS

- 1.01 **Independent School District.** The District is a political subdivision of the State of Texas and an independent school district created in accordance with the laws of the state of Texas.
- 1.02 **Authority to Contract.** The Board of Trustees of the District is empowered by Texas Education Code ("TEC") §11.157 to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 **Non-Profit Organization.** Big Thought is a Texas Nonprofit corporation that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. § 501(c)(3)).
- 1.04 **Consideration.** In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE II. PURPOSE OF AGREEMENT

- 2.01 **Contract for Services.** This Agreement constitutes a contract for services, through which IP agrees to achieve the goals set forth in Addendum A-1 ("the Performance Outcomes"), that advance the strategic goal of the District's Board of Trustees to increase student achievement ("the Strategic Goal").
- 2.02 **Premise of Agreement.** This Agreement is predicated on an understanding that students benefit when a district and a leading local nonprofit organization collaboratively work to provide excellent educational services to students.

ARTICLE III. DEFINED TERMS

- 3.01 **Facilities.** "Facilities" are defined as the building(s) located on the School and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.
- 3.02 **Material Breach.** A "Material Breach" of this Agreement means the breach by a Party of any material obligation, contained in this Agreement, including without limitation any failure by either Party to comply with all Applicable Law under Paragraph 3.03.
- 3.03 **Applicable Law.** "Applicable Law" means all state and federal laws, rules, regulations, administrative and judicial determinations, and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement under Paragraph 4.01.

- 3.04 Employees of IP. "Employees of IP" and "IP employees" mean individuals employed directly by IP who may collaborate with the District and employees of the District.
- 3.05 Employees of District. "Employees of District" and "District employees" mean individuals employed directly by the District who may collaborate with IP and employees of IP.
- 3.06 Sending School. "Sending School" is defined as the student's home campus of record that is making the placement referral for the student to attend the alternative education school.

ARTICLE IV. TERM, TERMINATION AND CONTINUATION

- 4.01 Term. The initial term of this Agreement shall begin on the Commencement Date and end on June 30, 2025 ("Term").
- 4.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of IP and the District if termination is effective no sooner than the end of the then-current school year.
- 4.03 Termination for Material Breach. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- 4.04 Termination Related to Program Performance. The District may terminate this Agreement within sixty (60) days after written notice if IP does not substantially achieve the Performance Outcomes specified in Addendum A-1, attached, after the second year of School operation, and subsequent years, under this Agreement.
- 4.05 (Reserved)
- 4.06 (Reserved)
- 4.07 Continuation of Agreement for the Benefit of Students. The parties intend that this Agreement will have an initial Term beginning with the Commencement Date and continuing through the end of the Term. This Agreement may be renewed upon mutual written agreement for up to one (1) three (3) year term ("Renewal Term"). Any nonrenewal or termination of this Agreement shall not take effect until the end of the operating school year so as to not disturb student learning.

ARTICLE V. RELATIONSHIP OF THE PARTIES

- 5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. IP shall operate as an independent contractor to the District and shall be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.
- 5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind

the other Party to any contractual duty other than what is specifically stated in this Agreement.

- 5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the IP.
- 5.04 Assurance of Independence. The IP's governing body and the IP's Advisory Council shall remain independent of the District.

ARTICLE VI. APPLICABLE LAWS

- 6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; and any amendments, interpretations, and reauthorizations of the foregoing.

ARTICLE VII. PERFORMANCE REQUIREMENTS

- 7.01 Student Outcome Goals. The primary responsibility of IP under this Agreement is to ensure that the Performance Outcomes specified in Addendum A-1, or as amended, are substantially achieved.
- 7.02 Monitoring Performance. The District shall have the right to monitor the performance of IP under Addendum A-1.

ARTICLE VIII. RESPONSIBILITIES

- 8.01 IP Responsibilities: IP will work closely with the District to ensure the success of the School.

8.01.1 Advisory Council. While the School will operate under the ultimate governance authority of FWISD, subject to the limitations and agreements of this Agreement, IP will also convene and supervise an Advisory Council composed of up to seven (7) members that will meet regularly and provide input to IP on School operations and performance. Each member will serve for a term of up to three (3) years, if applicable, and may be reappointed for successive terms.

- (a) The Advisory Council will include one (1) representative selected by the District.
- (b) The Advisory Council will include one (1) representative from IP's board of directors.
- (c) The Advisory Council will include up to three (3) representatives composed of at-large community members selected by IP in consultation with the District.
- (d) The Advisory Council will include up to two (2) representatives composed of current and/or former District students and/or parents selected by IP in consultation with the

District.

- (e) If any member, other than the District assigned representative, of the Advisory Council resigns, IP will select a replacement, in consultation with the District, to serve the remainder of the member's term. The District will select a replacement if a District-assigned representative resigns.
- (t) The Advisory Council may support philanthropic efforts on behalf of the School as well as provide guidance on the use of Enhancement Funds as described below.
- (g) The District will share de-identified data requested by the Advisory Council within ten (10) District business days, unless it is not possible to obtain the data that quickly, or the data, at the District's sole discretion, is privileged, confidential, and/or proprietary. The District will respond in writing to explain any delay and/or explain why it is unable to share the requested data. In addition, the District, to the extent possible, will reasonably make District representatives, as solely determined by the District, available for conversations with the Advisory Council, upon request.
- (h) The Advisory Council will operate as a committee of IP and shall serve at the pleasure of IP, subject to such charter and rules as IP deems reasonable and consistent with the requirements of the Agreement. The Advisory Council will advise IP upon IP's request, but neither the Advisory Council nor its individual members shall have any legal right or authority to act on behalf of IP. Members of the Advisory Council are not agents of IP. Actions of the Advisory Council will not and cannot be considered Material Breach.
- (i) The District may remove a District-assigned representative at any time with written notice to IP, for any reason or no reason. IP may remove any IP-assigned representative or all other representatives, except the District-assigned representative, at any time with written notice to the District, for any reason or no reason. Replacement representatives shall be designated in the same manner as the original representatives.

8.01.2 School Leader Job Description, Selection, and Evaluation. District and IP shall work collaboratively to define the job description for the School Leader of the School. Both the District and IP shall agree in writing on the job description in advance of any School Leader hiring process and also shall agree in writing to any revisions to it. IP shall have the opportunity to interview candidates for the School Leader of the School prior to any hiring decisions and the District will endeavor to hire a candidate acceptable to both the District and IP. The School Leader selected for the position must be able to pass all of the District's hiring prerequisites prior to any offer being made to the candidate. In addition, the District will seek input from IP regarding the performance of the School Leader of the School prior to completing its evaluation of the School Leader.

8.01.3 Definition of School Model / Autonomy of School.

- (a) IP will provide extensive input to both the School Leader and the District more broadly about the School's academic and operational model. With guidance from the Advisory Council as well as consultation between the District and IP leaders, IP will help shape the academic and operational model of the School. IP and the District will jointly agree upon the name of the School.

- (b) In consultation with the School Leader of the School, IP shall have the ability to design and implement professional development content and create a schedule and sequence for this professional development.
- (c) The School Leader shall have the authority, after consulting with the District and IP, to opt the School out of all District professional development unless required by applicable law or connected to health and safety.
- (d) The School Leader, after consulting with the District and IP, shall have the authority to choose the academic curriculum and assessments used at the School. IP shall have the authority to select, develop, design, and consult on implementation of curriculum for the non-academic creative learning, career exploration, and social-emotional learning components of the School's program.
- (e) The School shall regularly administer assessments consistent with key elements of the School's model as defined by IP and the District, such as social-emotional learning. IP, in consultation with the School Leader and the District, shall have the autonomy and right to administer additional assessments beyond those defined by the District. With permission from the District, upon request of the School Leader, the School may also be excused from aspects of the District's interim assessment and other monitoring programs.

8.01.4 School Schedule.

- (a) IP shall, in alignment with the School's academic model, recommend annually to the District and the School Leader a daily schedule and an annual academic and program calendar.
- (b) The School Leader, after consulting with the District and IP, shall have the authority to set the daily schedule in accordance with Applicable Law and this Agreement.
- (c) A minimum amount of time in the daily schedule must be devoted to specific activities as follows:
 - (i) 80 minutes for Creative Learning and Career Exploration content (e.g., courses and activities), excluding credit-carrying fine arts and/or other elective courses; and
 - (ii) 60 minutes for dedicated social-emotional learning content (e.g., activities and supports including, but not limited to, morning meetings, closing circles, mentorship, etc.).

8.01.5 Direct Delivery of Programming. The District will fund at the School the following positions, whose job descriptions, selection, compensation, evaluation, supervision, and continued role at the School will be solely and finally established at the direction of IP in consultation with the District. Annual changes to the type of positions and/or allocated number of positions will be agreed in writing by both Parties. Fees for positions are included in Addendum A-2, attached, as defined in item 9.03, below.

- (a) These staff members will operate as IP employees or contractors:
 - i. One (1) Lead Creative Learning instructor;
 - ii. Three (3) Creative Learning instructors;
 - iii. Two (2) Creative Learning teaching assistants; and
 - iv. One (1) Family & Community liaison.

8.01.6 Definition of School Enrollment/Entrance and Exit Criteria. Subject to requirements of state and federal law, the District and IP will collaboratively create the system and processes for student enrollment (entrance and exit) at the School, including placement duration, exit criteria, interaction with students' Sending Schools as noted in 8.01.7 below, and must agree in writing to such processes, including all associated entrance and exit criteria and all possible pathways for students and families. The School Leader and the District may also consult with IP on individual student placement decisions aligned with the systems and processes for student enrollment at the School.

8.01.7 Connectivity Between School and Student Sending Schools. The District and IP shall collaboratively work on creating a plan for enhancing communication and connectivity between the School and the Sending School, including process and expectations related to student's entrance, duration, and exit from School, as well as a periodic follow-up by the School to Sending School after the exit process has been completed.

8.01.8 School Code of Conduct. The District shall consult with IP and the School Leader prior to finalizing or revising any specific code of conduct provision that is applicable at the School. IP's role, as related to this Paragraph 8.01.8 will be strictly consultative, with the decision on changes being firmly the District's.

8.01.9 Additional Consultation

- (a) Facilities. The District shall provide reasonable advanced written notice to the IP on any Facilities relocations, build-out, renovations, or other material changes and the IP shall have the ability to provide input on any Facilities changes conducted by the District. The District has final determination on Facilities spending and decisions.
- (b) Branding. IP shall have representation in any workgroup/task force/process connected to defining the brand/identity of the School, including the School's name, mascot, motto, logo, and/or other similar identifiable elements.
- (c) School Design Technical Assistance. IP shall continue to provide technical assistance in the design of a new alternative education school model from the Commencement Date through July 31, 2025. Services provided may include, but are not limited to, stakeholder outreach, policy and governance considerations, logistical and operational considerations, and piloting programmatic elements of new school model design. Services related to the piloting initiative may include Creative Learning Pop-Up experiences, such as workshops and/or residencies. Specific services related to the piloting initiative will be agreed to by the Parties during the Term of this Agreement. Fees for technical assistance are included in Addendum A-2, attached, as defined in items 9.03, below.

8.02 District Responsibilities: Except as otherwise provided in this Agreement, the District shall maintain operational and managerial control over the School.

ARTICLE IX. FINANCES

9.01 Role of the District. Except as otherwise provided in this Agreement, or as necessary in order to comply with the terms of this Agreement, the District shall control the School's budget and all financial decisions and processes.

9.02 Financial Role / Autonomy of IP.

- (a) IP may pursue philanthropic funding and in-kind support directly related to the campus program ("Enhancement Funds") and accept that funding without explicit District approval. In addition, IP may arrange for campus visits with prospective donors in consultation with the School Leader.
- (b) IP shall have sole and final control of the budget and purchasing processes related to Enhancement Funds, including any IP staff paid for, in whole or in part, through this funding, IP's out-of-pocket costs incurred in connection with raising Enhancement Funds, and the structure and awarding of scholarship funds and other stipends. Additionally, IP has sole and final control over the selection, vetting, and approval of vendors paid for with Enhancement Funds; it is IP's responsibility to ensure that any vendors who interact with students receive the District's criminal background checks and follow the District's other safety practices and protocols. IP must ensure that the expenditure of Enhancement Funds is in compliance with Applicable Laws.
- (c) Enhancement Funds may also be used for a variety of enhancement programming, supplies, and equipment for students and faculty at the discretion of the School Leader and with the approval of the IP. These programs include, but are not limited to:
 - (i) College Bound Programs
 - (ii) Summer and Afterschool Programs (e.g., creative learning summer camps)
 - (iii) Student Educational Travel (e.g., career exploration trips to corporate partner offices)
 - (iv) Professional Development (e.g., Teacher Training)
 - (v) Non-capital expense materials and equipment (e.g., technology, software, podcast equipment, etc.)
- (d) Enhancement Funds may also be used to incentivize student achievement and accomplishments through the establishment and issuance of scholarship awards or other permissible participation stipends.
- (e) IP, in coordination with the District, may also raise Enhancement Funds for capital projects and related expenditures in support of the School. Capital projects include, but are not limited to, Facilities upgrades, equipment, and large-scale technology. District and IP will agree in writing in advance of capital fundraising by IP on the purpose and administration of funds. Enhancement Funds raised by IP and earmarked for capital expenditures will be transferred to the District and will be subject to District's purchasing process and protocols. The District has final authority over all capital projects.

9.03 Fees. In recognition of services provided by IP for ongoing collaboration on the School's implementation, both Parties agree to the fee structure outlined under Addendum A-2. The District will remit payment to IP on a NET 30 basis upon receipt of a valid invoice. Invoice dates are detailed in Addendum A-2.

9.04 Non-Appropriation of Funds. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will 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 IP as a result of such termination, including early termination charges. If District terminates this

Agreement pursuant to this paragraph, IP will have the right to collect and retain payment for services rendered to District through the termination date but will not be entitled to any early termination charges.

ARTICLE X. STAFFING

- 10.01 **Employment and Supervision.** District shall be the employer of all regular School staff unless otherwise stipulated in item 8.01.5. IP staff and/or contractors paid for by Enhancement Funds may also provide services to support programming at School. Any IP employees and contractors shall not be required to possess certification or licensure, unless otherwise required by law. Subject to Applicable Law IP shall have full authority to employ and manage its employees and contractors and shall have initial and final non-delegable authority to supervise, manage, assign, evaluate, develop, advance, compensate, continue assignment, and establish any other terms of employment of any IP employees engaged by IP for the performance of this Agreement.
- 10.02 **Hiring.** The District and the School Leader will offer IP, prior to any hiring decisions, the opportunity to participate in candidate interviews and provide input on the hiring of all staff assigned to the School.
- 10.03 **Criminal History Background Checks.** The District shall perform all criminal history background checks required by Applicable Law for District staff, including without limitation those required for School personnel, applicants, vendors, contractors, vendors, and contractors, and volunteers, and shall take action required by law upon completing the background check. IP and the School's employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087 and shall adhere to any District policies relating to TEC §§ 21.006 and 22.087. IP shall conduct its own criminal history background checks on all of its employees, agents, and contractors. IP shall notify the District of any apparently unlawful conduct or criminal misconduct discovered by or reported to the School Leader or IP official within seven (7) business days of IP's discovery thereof. IP shall comply with any subsequent investigation by the District as IP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, IP also understands that the District's Superintendent may investigate and report any educator misconduct that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics. IP's failure to comply with this paragraph's reporting requirements shall be a Material Breach of this Agreement.
- 10.04 **Child Abuse Reporting.** All District and IP employees, vendors and contractors working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code§ 61.1051.
- 10.05 **Child Abuse Reporting.** All District and IP employees, vendors, and contractors working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code§ 61.1051.
- 10.06 **Certified Personnel.** FWISD personnel shall at a minimum have the qualifications required by Applicable Law for the assigned role except to the extent a requirement has been lawfully waived or the individual is subject to a lawful exemption such as under a local District of Innovation plan. Unless required by law, IP employees, vendors, and contractors shall not require certification.

- 10.07 Employee Complaints and Grievances. The Parties agree that IP's employees' complaints and grievances and those of FWISD personnel or third parties concerning IP's employees will be governed by IP's policies.

ARTICLE XI. OTHER MATTERS

- 11.01 Data Sharing and Lawful Disclosure. Subject to state and federal privacy and confidentiality requirements, the District will share information about School staff and students with IP. To the extent that IP or the District will come into possession of student records and information, and to the extent that IP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act ("TPIA"). In the event that the District is required to furnish information or records of the School pursuant to the Texas Public Information Act, IP shall furnish such information and records to the District, and the District shall have the right to release such information and records. As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. IP agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. IP acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.
- 11.02 Confidentiality. Each Party will not disclose confidential information belonging to, or obtained through, its affiliation with the other Party, to any person, including the Party's (as individuals) respective relatives, friends, and business and professional associates, unless the Party has authorized disclosure to the other Party. All information concerning each Party's programs, students, students' families, partners and clients, staff, volunteers, financial data, and business records is confidential. This policy is not intended to prevent disclosure where disclosure is required by law. Failure to adhere to this policy will be considered a Material Breach of contract and may result in suspension or termination of this Agreement by either Party. Within ten (10) business days of the expiration and non-renewal of this Agreement: (a) each Party will destroy and/or return all confidential information in its possession, and (b) each Party will remove the other Party's access from any accounts that provide access to confidential information. The obligations in this paragraph survive the expiration or termination of this Agreement.
- 11.03 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by IP for the School shall be IP's proprietary material and shall be owned by IP. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work products jointly created by the Parties shall be jointly owned by the Parties and may be used by each individual Party at any time in the future.
- 11.04 Name. IP owns the intellectual property right and interest to the name "Big Thought." The Parties agree that the name "Big Thought" may be used by either Party during the Term of the Agreement in connection with the School and the collaborative work at the School. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the name "Big Thought" for its own individual purposes.
- 11.05 Communication.

(a) IP may produce and distribute communications material related to the School and will provide the District's communications office an opportunity to give feedback on these materials prior to disseminating them.

(b) IP leadership will not communicate directly with individual students and families without the District's permission. IP staff working at School per item 8.01.05 shall only communicate directly with individual students and families as required for the position and in coordination with the School Leader.

11.06 Community Engagement. IP may collaborate with the School Leader to plan events aligned with the School's program, including the engagement of campus volunteers.

11.07 Data Sharing Agreement. The Parties further agree to the terms of the Data Sharing Agreement and Process included and hereby incorporated into this Agreement as Addendum B.

ARTICLE XII. INDEMNIFICATION, INSURANCE, AND LIMITATION OF LIABILITY

12.01 **INDEMNITY.** IP ("INDEMNITOR") COVENANTS AND AGREES, TO THE EXTENT ALLOWED BY LAW AND WITHOUT WAIVER OF ANY IMMUNITY OR DEFENSE, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE DISTRICT AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF THE DISTRICT, INDIVIDUALLY AND COLLECTIVELY ("THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON THE DISTRICT ARISING OUT OF, OR RESULTING FROM IP'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF IP, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF IP, WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INDEMNITEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES BODILY OR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT THE PARTIES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. EACH PARTY SHALL ADVISE THE OTHER IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE DISTRICT OR IP KNOWN TO SUCH PARTY ARISING OUT OF THE PARTY'S ACTIVITIES UNDER THIS AGREEMENT.

12.02 Insurance. Each Party shall maintain general liability insurance throughout the Term of this Agreement with minimum coverages in the amounts of \$1,000,000 per project and \$2,000,000 in the aggregate. Prior to the commencement of services, each party shall have its insurance carrier(s) furnish an insurance certificate(s) to the other party evidencing the amount of coverage in effect and the expiration date of the policy.

- 12.03 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

ARTICLE XIII. GENERAL AND MISCELLANEOUS

- 13.01 Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the Parties with respect to the subject matter of this Agreement. All prior representations, understandings, and discussions are merged into, superseded by, and canceled by this Agreement.

(a) Also included in paragraph 13.01 (but not excluding any other prior representations, understandings, and discussions) are representations, terms, etc. included in the District's "Special Terms and Conditions" document and the Response to the RFP submitted by PI, attached hereto as Addendum C. Should any conflicts or discrepancies between this Agreement and the "Special Terms and Conditions" document arise, the terms and conditions in the Special Terms and Conditions will prevail, except in the case of ARTICLE XII. INDEMNIFICATION, INSURANCE, AND LIMITATION OF LIABILITY, in which the terms of this agreement will prevail.

- 13.02 Severability. The provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

- 13.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

- 13.04 Good Faith Resolution of Disputes. Both Parties agree to work cooperatively in all actions relating to this Agreement and generally to attempt to avoid disputes. In most areas of potential disagreement, this Agreement specifies the rights and responsibilities of both Parties and governs the relationship. The District and IP recognize that concerns may arise from time to time relating to the implementation of this Agreement in areas where there is reasonable, good-faith disagreement about how to interpret and implement this Agreement. The District, at such times, may document any serious concerns that may arise about IP's actions that may be limiting progress towards the District's Strategic Goal or that may constitute a Material Breach. IP will have thirty (30) days to submit a response in writing to the District. IP, at such times, may document any serious concerns about the District's actions that may be limiting progress towards the Schools' Performance Outcomes or that may constitute a Material Breach if such concerns have arisen. The District will have thirty (30) days to submit a response in writing to IP. The District and IP agree to use their best efforts to resolve such disputes in a fair and equitable manner. In the event that any dispute arising out of or relating to this Agreement is unable to be resolved by the Parties after following the process described in this Section, then either Party may give written notice to the other of a demand for confidential nonbinding mediation by a neutral party agreed upon by both Parties. The costs of this mediation

shall be shared equally by both Parties. Written notice of mediation shall toll any action or timeframe described in this Agreement. Mediation shall take place in Tarrant County, Texas.

- 13.05 Venue and Jurisdiction. IP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Tarrant County, Texas.
- 13.06 Governing Law. The laws of the State of Texas, without regard to its conflict of law's provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this Agreement.
- 13.07 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.
- 13.08 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 13.09 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 13.10 Amendment. Any and all amendments and modifications to this Agreement must be in writing and signed by both Parties and shall not conflict with Applicable Law.
- 13.11 Days. Any timeline in this Agreement referencing "days" shall mean calendar days.
- 13.12 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

For District: Fort Worth ISD
Attn: David Saenz, Chief of Strategic Initiatives and Partnerships
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
david.saenz@fwisd.org

For IP: Big Thought
Attn: Francine Rodriguez, Director, Contractors and Agreements
1409 South Lamar Street, Suite 1015
Dallas, TX 75215

Notices shall be deemed given when actually received (with proof of receipt), or 3 days after deposit in U.A. mail as provided above.

- 13.13 Annual Meeting. The Superintendent will participate in an annual review with IP to discuss the progress of the School, including Performance Outcomes.

13.14 Right to Audit. The District through its employees or agents shall have the right to audit IP's compliance with this Agreement. The District shall give IP five (5) business days' written notice of its intent to audit IP's compliance. IP shall cooperate fully with such an audit

If to the IP:

Erin Offord
Chief of Staff of IP

If to the DISTRICT:

Angélica M. Ramsey, Ed.D.
Superintendent of Schools

Entered into this 31 day of May, 2024

By: 
CoS of IP

By: 
Superintendent of Schools

By: _____
Board President Date

By:  06/13/2024
Legal Counsel for District Date

ADDENDUMS REFERENCE

Addendum A-1: Performance Outcomes Addendum A-2: Fee Structure

Addendum B: Data Sharing Agreement

Addendum C: RFP 21-059 Addendum 1 - Big Thought Supplier

Addendum A-1: Performance Outcomes

Goal	Outcome Measure
<p>Goal 1: Decrease the recidivism rate of students within a single academic year as compared to school year 2021-22, 2022-23, and 2023-24.</p>	<p>Decrease the recidivism rate of students within a single academic year as compared to school years 2021-22, 2022-23, and 2023-24.</p> <p>Current 3-year average: 8.6% Year 4 Outcome Measure Expected: Less than 8%</p>
<p>Goal 2: Increase % of AEP youth exhibiting an increase in social and emotional skills in one or more domains and/or overall composite score based on nationally normed Social Skills Improvement System (SSIS-SEI)</p>	<p>Current 3-year average: 79.3% Year 4 Outcome Measure Expected: 82%</p>
<p>Goal 3: Increase % of AEP youth who exhibit improved creative learning skills based on BYAEP pre and post self-assessment.</p>	<p>Current 3-year average: 76.6% Year 4 Outcome Measure Expected: 80%</p>

Addendum A-2: Fee Structure

School Implementation Partnership (August 1, 2024 through completion of Term)

ITEM & DESCRIPTION	FEE & INVOICE DATE
<p><i>IP School Personnel</i> Fee covers Direct Delivery of Programming personnel named and agreed to in 8.01.5 (a) as being IP employees.</p>	<p>Approximately \$375,000 (base & fringe); to be finalized and agreed to in writing by IP and District SY24-25</p> <ul style="list-style-type: none"> • Invoice #1 for 50% - August 15, 2024 • Invoice #2 for 50% - January 15, 2025
<p><i>IP Annual Management Fee</i> The fee covers a portion of IP's costs related to IP employees' ongoing collaboration in School design and implementation. Fee is inclusive of, but not limited to:</p> <ul style="list-style-type: none"> • Liaison regularly with School leader; • Supervision of IP School Personnel; • Design and oversight of creative learning and social and emotional learning (SEL) activities; • Access to IP's in-house professional learning support and services; • Additional creativity/SEL assessment tools, data collection and analysis; • Enhancement fund (philanthropic) development; and • Management of Advisory Board activities. 	



1409 Botham Jean Blvd, Ste. 1015
Dallas, TX 75215

Quote Number: BIGTHOUGHT-2024-MH
Quote Date: June 10, 2024

Attn: David Saenz, Ed.D
Chief Strategic Initiatives and Partnerships
Fort Worth Independent School District

Description

RFP 21-059.

Services will be effective upon issuance of a purchase order through **June 30, 2025**.
Big Thought will invoice Fort Worth ISD for services delivered, up to **\$475,000**, based on the rates detailed below.

Item & Description	Fee & Invoice Date
<p><u>IP School Personnel</u> Fee covers Direct Delivery of Programming personnel named and agreed to in 8.01.5 (a) as being IP employees.</p> <p><u>IP Annual Management Fee</u> The fee covers a portion of IP's costs related to IP employees' ongoing collaboration in School design and implementation. Fee is inclusive of, but not limited to:</p> <ul style="list-style-type: none"> • Liaison regularly with School leader; • Supervision of IP School Personnel; • Design and oversight of creative learning and social and emotional learning (SEL) activities; • Access to IP's in-house professional learning support and services; • Additional creativity/SEL assessment tools, data collection and analysis; • Enhancement fund (philanthropic) development; and • Management of Advisory Board activities. 	<p>Approximately \$375,000 (base & fringe) SY24-25:</p> <ul style="list-style-type: none"> • Invoice #1 for 50% - August 15, 2024 • Invoice #2 for 50% - January 15, 2025 <p>SY24-25 = \$100,000</p> <ul style="list-style-type: none"> • Invoice #3 for 50% - August 15, 2024 • Invoice #4 for 50% - January 15, 2024

Detail	Amount
IP School Personnel	\$375,000.00
IP Annual Management Fee	\$100,000.00
	\$475,000.00

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE 2024 TEXAS SUCCESS INITIATIVE ASSESSMENT 2.0 TESTING UNITS**

BACKGROUND:

The TSI Assessment (TSIA2) is the result of the Texas Success Initiative (TSI) mandated by the Texas State Legislature. The assessment is designed to guide Texas public institutions of higher education in helping them determine whether students are ready for entry-level college coursework in the areas of English Language Arts Reading (ELAR) and Mathematics. Students are exempt from this assessment if they meet college readiness benchmarks on the SAT, ACT, STAAR English III, or STAAR Algebra II EOCs, or successfully complete the high school College Preparatory Course. The TSIA2 increases access to dual credit courses and meets the College, Career, and Military Readiness (CCMR) requirement from TEA (Texas Education Agency). Testing students for TSIA2 is a crucial part of FWISD’s approach to increasing post-secondary access for students. The requested units will allow testing for FWISD students, as necessary. TSIA2 units were purchased earlier in the 2023/2024 school year in the amount of \$49,000 making it necessary to come to the Board for approval as this purchase of \$45,500. The total of these combined purchases will be \$94,500 for the 2024/2025 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of 2024 Texas Success Initiative Assessment 2.0 testing units
2. Decline to approve purchase of 2024 Texas Success Initiative Assessment 2.0 testing units
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of 2024 Texas Success Initiative Assessment 2.0 testing units

FUNDING SOURCE: *Additional Details*

Special Revenue 289-11-6339-512-24F12

COST:

\$94,500

VENDOR(S)/PROVIDER(S):

College Board

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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Carter-Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
Polytechnic High School
Paschal High School
Trimble Tech High School
Southwest High School
Western Hills High School
O.D. Wyatt High School
Benbrook Middle School/High School
Young Women’s Leadership Academy
Texas Academy of Biomedical Science
Young Men’s Leadership Academy
World Languages Institute
TCC South Collegiate High School
I.M. Terrell Academy
Success High School
International Newcomers Academy

RATIONALE:

In an effort to increase access to post-secondary pathways and success, as well as provide competitive programming for students, we are testing every student that completes English 2 and Geometry. A qualifying score in English and Math not only provides the CCMR indicator for students, but it also allows them to take dual credit courses and earn college credit, as well as allows them to not take developmental courses in college. This purchase will allow us to continue testing students into the 2024/2025 school year.

INFORMATION SOURCE:

Dr. Charles Garcia, Associate Superintendent, Learning and Leading, Service Network 2

Please complete electronically or write legibly in CAPITAL letters with blue/black ink.

Contact Person

 / /

MM/DD/YYYY (Date Needed)

Contact Email Address

Contact Telephone Number

Payment Options

Order by U.S. Postal Mail:
College Board
ACCUPLACER Dept.
P.O. Box 7500
London, KY
40742-7500

Payment must be made by signed Purchase Order or check only.

Order by Email:
accplacorder@collegeboard.org.

Payment must be made by signed Purchase Order only.

Order by Phone:
866-607-5223
 (M-F 8:30 a.m.-6 p.m. ET)

Payment must be made by credit cards only.

Billing Information*:

Institution

Name

Job Title

Billing Email Address (to be used when sending/receiving invoices)

Address

City

State

ZIP

Purchase Order Number

Shipping Information: (if different from billing information)

Institution

Name

Job Title

Shipping Email Address

Address

City

State

ZIP

Submitted By

Method of Payment and Invoicing**

Check made payable to: College Board

Signed Purchase Order

Select preferred billing address (choose one):

Use order form billing address

Use Purchase Order billing address

* Electronic billing invoices will be emailed to Purchase Order email address unless otherwise indicated above. **A signed Purchase Order must accompany signed order form.**

** Credit card orders can only be taken over the phone. **Do not email your credit card information.**

ACCUPLACER® Test Units Minimum order 100 Units	Please circle or fill in your approved price.			Total Units Ordered	Total Cost
	Standard Price	College Board Member ¹	Other Approved Price		
ACCUPLACER Test Units—(Item # 070092188)	\$2.40	\$2.25			
List the institution or site where the units should be added and/or where the COMPANION tests will be administered. Institution ID or Site ID: _____					
¹ Allow 7-10 business days after ordering for processing.					

ACCUPLACER Test	Units	ACCUPLACER Test	Units	ACCUPLACER Test	Units
Reading	1	Advanced Algebra and Functions	1	ESL Listening	2.5
Writing	1	ESL Reading Skills	1	WritePlacer®	2
Arithmetic	1	ESL Sentence Meaning	1	WritePlacer ESL	2
Quantitative Reasoning, Algebra, and Statistics	1	ESL Language Use	1	Local Test	1
		118			

COMPANION™ Tests***

Paper and pencil test with two alternate forms. Please choose form and quantity.
(Answer sheet sold separately.)

COMPANION **NONREUSABLE** Tests—Regular Print²

		Price	Quantity Ordered Form J/H/F	Quantity Ordered Form K/I/G	Total Cost
Reading	Print using the COMPANION Online Paper Processing System on ACCUPLACER Platform (Forms J and K)	1 Unit consumed per test upon scoring			
Writing					
Arithmetic					
Quantitative Reasoning, Algebra, and Statistics					
Advanced Algebra and Functions					
ESL Reading Skills	Form H (Item # 140095758) Form I (Item # 140095759)	\$2.50			
ESL Sentence Meaning	Form H (Item # 140095774) Form I (Item # 140095775)	\$2.50			
ESL Language Use	Form H (Item # 140095766) Form I (Item # 140095767)	\$2.50			
WritePlacer	Form F (Item # 100093506) Form G (Item # 100093507)	\$6.00			
WritePlacer ESL	Form F (Item # 100093508) Form G (Item # 100093509)	\$6.00			

COMPANION Special Format **REUSABLE** Tests — Large Print²

Reading	Print using the COMPANION Online Paper Processing System on ACCUPLACER Platform (Forms J and K)	1 Unit consumed per test upon scoring			
Writing					
Arithmetic					
Quantitative Reasoning, Algebra, and Statistics					
Advanced Algebra and Statistics					
ESL Reading Skills	Form H (Item # 140095760) Form I (Item # 140095761)	\$15.00			
ESL Sentence Meaning	Form H (Item # 140095776) Form I (Item # 140095777)	\$15.00			
ESL Language Use	Form H (Item # 140095768) Form I (Item # 140095769)	\$15.00			
WritePlacer (NONREUSABLE Test Booklet)	Form F (Item # 140095790) Form G (Item # 140095791)	\$15.00			
WritePlacer ESL (NONREUSABLE Test Booklet)	Form F (Item # 140095792) Form G (Item # 140095793)	\$15.00			

COMPANION Special Format **REUSABLE** Tests — Braille (EBAE)

Reading	Form J (Item # 160090717) Form K (Item # 200090717)	\$35.00			
Writing	Form J (Item # 160090727) Form K (Item # 160090732)	\$35.00			
Arithmetic	Form J (Item # 160090737) Form K (Item # 160090742)	\$35.00			
Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 160090747) Form K (Item # 160090752)	\$35.00			
Advanced Algebra and Functions	Form J (Item # 160090757) Form K (Item # 160090762)	\$35.00			
ESL Reading Skills	Form H (Item # 140095762) Form I (Item # 140095763)	\$35.00			
ESL Sentence Meaning	Form H (Item # 140095778) Form I (Item # 140095779)	\$35.00			
ESL Language Use	Form H (Item # 140095770) Form I (Item # 140095771)	\$35.00			
WritePlacer	Form F (Item # 160092605) Form G (Item # 160092606)	\$35.00			
WritePlacer ESL	Form F (Item # 160092609) Form G (Item # 160092610)	\$35.00			

COMPANION Tests***

Paper and pencil test with two alternate forms. Please choose form and quantity.
(Answer sheet sold separately.)

COMPANION Special Format **REUSABLE** Tests — Braille (**UEB**)

		Price	Quantity Ordered Form J/H/F	Quantity Ordered Form K/I/G	Total Cost
Reading	Form J (Item # 200090545) Form K (Item # 200090546)	\$35.00			
Writing	Form J (Item # 200090547) Form K (Item # 200090548)	\$35.00			
Arithmetic	Form J (Item # 200090555) Form K (Item # 200090556)	\$35.00			
Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 200090559) Form K (Item # 200090560)	\$35.00			
Advanced Algebra and Functions	Form J (Item # 200090557) Form K (Item # 200090558)	\$35.00			
ESL Reading Skills	Form H (Item # 200090549) Form I (Item # 200090550)	\$35.00			
ESL Sentence Meaning	Form H (Item # 200090551) Form I (Item # 200090552)	\$35.00			
ESL Language Usage	Form H (Item # 200090553) Form I (Item # 200090554)	\$35.00			
WritePlacer	Form F (Item # 200090541) Form G (Item # 200090542)	\$35.00			
WritePlacer ESL	Form F (Item # 200090543) Form G (Item # 200090544)	\$35.00			

COMPANION Special Format **REUSABLE** Tests — Compact Disc (can be used as a supplement to either COMPANION Large Print or COMPANION Braille)

		Price	Quantity Ordered	Quantity Ordered	Total Cost
Reading	Form J (Item # 160090718) Form K (Item # 200090718)	\$15.00			
Writing	Form J (Item # 160090728) Form K (Item # 160090733)	\$15.00			
Arithmetic	Form J (Item # 160090738) Form K (Item # 160090743)	\$15.00			
Quantitative Reasoning, Algebra, and Statistics	Form J (Item # 160090748) Form K (Item # 160090753)	\$15.00			
Advanced Algebra and Functions	Form J (Item # 160090758) Form K (Item # 160090763)	\$15.00			
ESL Reading Skills	Form H (Item # 140095764) Form I (Item # 140095765)	\$15.00			
ESL Sentence Meaning	Form H (Item # 140095780) Form I (Item # 140095781)	\$15.00			
ESL Language Use	Form H (Item # 140095772) Form I (Item # 140095773)	\$15.00			

COMPANION™ Answer Sheets

COMPANION Answer Sheet for use with COMPANION ESL tests only.
(Item # 140095794)

All other COMPANION answer sheets and Student Privacy Policy forms can be printed using the COMPANION Online Paper Processing System on the ACCUPLACER Platform.

Price	Quantity Ordered	Total Cost
\$1.75		
FREE		

COMPANION Answer Key Overlay for ESL Tests (only 1 overlay will be shipped to each institution): Item # 160090905.

Shipping Charges	Subtotal Amount	\$0–\$20	\$20.01–\$40	\$40.01–\$70	\$70.01+	Allow 7–10 business days from receipt of order for processing. Refer to the Shipping section in the Terms and Conditions below for information about expedited shipping costs and international orders.
	Charge	\$7.00	\$8.00	\$9.00	ADD 10% of total order	

² COMPANION tests (Regular and Large Print formats), Reader Scripts, and answer sheets for use with COMPANION tests cannot be ordered and must be downloaded from the ACCUPLACER platform. Please review the COMPANION Online Paper Processing System section of the COMPANION Administrator's Manual for further instructions.

*** Students who are administered COMPANION tests should receive a copy of the COMPANION Student Privacy Policy, which can be downloaded from the ACCUPLACER platform.

COMPANION Order Total:				
Shipping Total for COMPANION products:				
GRAND TOTAL:				

Terms and Conditions

General

These Terms and Conditions attached to the Order Form govern the sale of ACCUPLACER tests by College Board. These Terms and Conditions take precedence over any supplemental or conflicting terms and conditions of Purchaser (including, without limitation, on its Purchase Order). Purchaser's acceptance of the ACCUPLACER tests from College Board shall be deemed to constitute acceptance of the terms and conditions contained in these Terms and Conditions.

Prices

- ACCUPLACER test prices are as specified above in the Order Form.

Taxes

- All prices quoted are exclusive of, and Purchaser agrees to pay, any transportation costs, import duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Purchaser agrees to indemnify and hold College Board harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof.

Payment

- Payment may be made by check, signed Purchase Order or credit card (over the phone only).
- Make checks payable to: College Board.
- All fees must be paid within 30 days of the invoice date. In the event of default by Purchaser, College Board shall be entitled to costs, fees and expenses relating to collection of the default payment, including but not limited to attorneys' fees, court costs and fees, and collection costs.

Orders

- All orders are subject to acceptance by College Board. Orders may not be cancelled without College Board's written consent.
- All orders must identify title(s) and item number(s).
- Orders may be made using the Order Form or online from the ACCUPLACER platform.
- All orders require a signed Order Form and a payment.
- For credit card orders, call 866-607-5223 (M-F 8:30 a.m.-6 p.m. ET).
- For other orders, mail signed order form with a signed Purchase Order or check to: College Board, ACCUPLACER Dept., PO Box 7500, London, KY 40742-7500. Alternatively, you may email signed Order Form with a signed Purchase Order to accuplacerorder@collegeboard.org.
- ATB orders require a separate order form and cannot be purchased online or in conjunction with non-ATB orders. ATB units are non-transferable. Transfer of units is not permitted between non-ATB accounts and ATB accounts.
- The minimum order of ACCUPLACER test units (i.e., non-COMPANION orders) is 100 units (unless ordering units for ATB).

Shipping

- Shipping charges will be added to all paper and pencil test orders as specified in the Order Form.
- International orders may be shipped via US Postal Service, UPS International, or UPS Canada Standard. You will be charged as noted below:
 - US Postal Service - \$48.00 per order flat fee
 - UPS International - \$120.00 per order flat fee to all destinations
 - UPS Canada Standard - \$20.00 per order flat fee
 - Orders shipped to Army Post Office (APO) and Fleet Post Office (FPO) addresses are sent via the U.S. Postal Service. Ground domestic shipping charges apply.

For more information, see: <https://pages.collegeboard.org/store-help/international-orders>

- Please allow at least 2 weeks from receipt of order for domestic delivery via UPS regular ground.
- If you request a faster method of shipping, an additional cost will be added. Call 866-607-5223 for assistance in calculating the charge.
- For orders containing 500 or more test booklets, call 866-607-5223 for postage. Please allow 2-3 business days from request for postage calculation.
- College Board is not liable for delays in delivery or for failure to perform due to cause beyond the reasonable control of College Board.

Refunds and Exchanges

- No refunds for purchased products.
- ACCUPLACER and COMPANION paper and pencil products may be exchanged for online unit if (i) returned within 30 days of ship date. The online unit rate will be used for the exchange and (ii) the items are in new condition and in the original packaging.
- Customers are responsible for all exchange shipping costs.
- Customer Service will provide instructions for an exchange.
- Collect on Delivery (COD) shipments will not be accepted.

General Policies

- Purchaser agrees to comply with the ACCUPLACER Program Manual for the administration of the ACCUPLACER Tests.
- ACCUPLACER Tests may only be administered under proctored conditions. Examinees must be monitored at all times, either by an authorized test administrator from the institution or by a certified remote proctor provided by an approved vendor of College Board.
- Other than ACCUPLACER and COMPANION Special Format tests that are reusable, test materials may not be copied or reproduced in whole or in part, transferred to any other party, or used for any other purpose.
- Except during test administration, test materials must be kept in a secure, locked storage.
- College Board may, with prior notice (email shall suffice), expire test units in case a Purchaser does not use the test units for 3 years or more.

Ownership of Intellectual Property

Purchaser agrees and acknowledges that all intellectual property provided under or pertaining to this Order Form, including, but not limited to, any College Board publications, ACCUPLACER Tests 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 exclusive property of College Board.

General Disclaimer

COLLEGE BOARD PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

IN NO EVENT WILL COLLEGE BOARD BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, 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.

Indemnification

To the extent permitted by law, Purchaser agrees to indemnify, defend and hold harmless College Board from and against any and all liabilities, demands, claims, fines, penalties and damages (including, without limitation, attorneys fees and other costs and expenses of defense and settlement) which College Board may incur, become responsible for or that may arise as a result of the breach of this Order Form by Purchaser.

Force Majeure

Either party may be excused from performance of an obligation under this Order Form in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood, civil disturbances, curtailment of transportation, pandemics or epidemics or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Relationship of the Parties

If Purchaser is using federal funds to pay for all or a portion of the fees, Purchaser agrees that 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. 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 agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

In order for this order to be processed, a signature of acceptance of the Terms and Conditions is needed.

Accepted

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Printed Name

Authorized Signature

Title

Date

Institution or Site ID #

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE PURCHASE OF AP SCIENCE INSTRUCTIONAL MATERIALS

BACKGROUND:

Advanced Placement science resources prepare students for college and future careers. Student performance in AP science aligns with the district's goal of providing high-quality science education. By investing in additional resources for AP science courses, we can better equip students with the knowledge and skills necessary to succeed in these rigorous academic programs and beyond.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of AP science instructional materials
2. Decline to Approve purchase of AP science instructional materials
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve purchase of AP science instructional materials

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-11-6321-135

COST:

\$136,652.00

VENDOR(S)/PROVIDER(S):

SAVVAS.....	\$ 28,500.00
CENGAGE.....	\$ 35,750.00

CENGAGE.....\$ 1,925.00
CENGAGE.....\$ 5,500.00
McGraw Hill.....\$64,977.00

PURCHASING MECHANISM:

Competitive Solicitation

SAVVAS: Competitive Solicitation – Allied States Cooperative – 24-7474

Cengage Learning Inc.: Competitive Solicitation - RFP# RFP 21-091-F Technology - Product, Materials, Services, and Equipment, which includes software licenses and subscriptions

McGraw-Hill Education Inc.: Competitive Solicitation - RFP# 20-040

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Wide

RATIONALE:

Students who take AP courses are better prepared for college and more likely to graduate on time than students who don't take AP courses. The college-level coursework also allows students to study a subject more in-depth than he/she would in a traditional high school class.

INFORMATION SOURCE:

Dr. Charles Garcia, Associate Superintendent, Learning and Leading, Service Network 2



Jessica Hilbert

Ft Worth Ind School District
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116-7119
 United States

Quote Number: 260214-2
Quote Creation Date: 02-23-2024
Quote Expiration Date: 09-30-2024

Quote Release: 2

Ft Worth ISD - AP Physics
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
Knight: College Physics: A Strategic	\$ 28,500.00	\$ 1,500.00	\$ 28,500.00
Solution Subtotal	\$ 28,500.00	\$ 1,500.00	\$ 28,500.00
Shipping & Handling			\$ 0.00
Total			\$ 28,500.00

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Knight: College Physics: A Strategic Approach						
College Physics: A Strategic Approach 4th Edition, Digital Update, AP® Edition ©2023 with Mastering® Physics with Pearson eText, Knight et al.						
9780137451722	Modified Mastering Physics with Pearson eText for Knight College Physics, 4th Edition ©2019/©2023 For Advanced Placement 1year Digital Delivery	50.00	30	570	\$1,500.00	\$28,500.00
College Physics: A Strategic Approach 4th Edition, Digital Update, AP® Edition ©2023 with Mastering® Physics with Pearson eText, Knight et al. Subtotal					\$ 1,500.00	\$ 28,500.00
Knight: College Physics: A Strategic Approach Subtotal					\$ 1,500.00	\$ 28,500.00
Solution Subtotal					\$ 1,500.00	\$ 28,500.00
Shipping and Handling						\$ 0.00
Total						\$ 28,500.00



To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6559809)

[Submit Customer Purchase Order Here](#)

4/19/2024

Pricing on this Proposal Guaranteed: **10/2/2024**

Presented To: Jessica Hilbert 817.814.2610, jessica.hilbert@fwisd.org

Prepared By: Perry Nutt, 972-935-8860, perry.nutt@cengage.com

SHIP TO:Ft Worth Ind School
District
Jessica Hilbert
7060 Camp Bowie Blvd
FORT WORTH, TX 76116
USA

BILL TO:Ft Worth Ind School
District
Jessica Hilbert
7060 Camp Bowie Blvd
FORT WORTH, TX 76116
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

RFP 21-091-F Technology - Product, Materials, Services, and Equipment, which includes software licenses and subscriptions

[View Quote in CAD](#)

Quoted Products: SCI/Environmental

Qty	Update Qty	Product	Price	Quoted Price	Total
650		MindTap (1-year access): Exploring Environmental Science for AP® Updated Miller/Spoolman 1st Edition [K12, 2021] 9780357437834 / 0357437837 <i>Purchased last year</i>	\$50.00	\$50.00	\$32,500.00

Comments: **Processing Fee covers the costs of safely and efficiently onboarding K-12 students into our digital product whether through rostering, LMS integration, ClassLink integration, Google Classroom integration, self-registration or code-delivery. Fee covers careful handling of data to ensure privacy and accuracy along with the updating and handling of onboarding system**

Sub-Total: \$32,500.00
 Processing Fee: \$3,250.00

TOTAL: \$35,750.00

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.
125

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.



To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6559820)

[Submit Customer Purchase Order Here](#)

4/19/2024

Pricing on this Proposal Guaranteed: **10/8/2024**

Presented To: Jessica Hilbert 817.814.2610, jessica.hilbert@fwisd.org

Prepared By: Perry Nutt, 972-935-8860, perry.nutt@cengage.com

SHIP TO:Ft Worth Ind School
District
Jessica Hilbert
7060 Camp Bowie Blvd
FORT WORTH, TX 76116
USA

BILL TO:Ft Worth Ind School
District
Jessica Hilbert
7060 Camp Bowie Blvd
FORT WORTH, TX 76116
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

RFP 21-091-F Technology - Product, Materials, Services, and Equipment, which includes software licenses and subscriptions

[View Quote in CAD](#)

Quoted Products: 9-12 Science_SCI_AP_PHYSICS

Qty	Update Qty	Product	Price	Quoted Price	Total
35		Physics for Scientists and Engineers,10th, K12 WebAssign (1-year Access) Serway/Jewett 10th Edition [STM, 2019] 9781337708302 / 1337708305	\$50.00	\$50.00	\$1,750.00

Comments: **Processing Fee covers the costs of safely and efficiently onboarding K-12 students into our digital product whether through rostering, LMS integration, ClassLink integration, Google Classroom integration, self-registration or code-delivery. Fee covers careful handling of data to ensure privacy and accuracy along with the updating and handling of onboarding system**

Sub-Total: \$1,750.00
Processing Fee: \$175.00

TOTAL: \$1,925.00

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

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To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6556692)

[Submit Customer Purchase Order Here](#)

4/19/2024

Pricing on this Proposal Guaranteed: **10/8/2024**

Presented To: Jessica Hilbert 817.814.2610, jessica.hilbert@fwisd.org

Prepared By: Perry Nutt, 972-935-8860, perry.nutt@cengage.com

SHIP TO:Ft Worth Ind School
District
Jessica Hilbert
7060 Camp Bowie Blvd
FORT WORTH, TX 76116
USA

BILL TO:Ft Worth Ind School
District
Jessica Hilbert
7060 Camp Bowie Blvd
FORT WORTH, TX 76116
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

RFP 21-091-F Technology - Product, Materials, Services, and Equipment, which includes software licenses and subscriptions

[View Quote in CAD](#)

Quoted Products: 9-12 Science_SCI_AP_CHEM

Qty	Update Qty	Product	Price	Quoted Price	Total
100		OWLv2 for Chemistry AP Edition Update (1-year access) Zumdahl 10th Edition [K12, 2023] 9780357921425 / 0357921429	\$50.00	\$50.00	\$5,000.00

Comments: **Processing Fee covers the costs of safely and efficiently onboarding K-12 students into our digital product whether through rostering, LMS integration, ClassLink integration, Google Classroom integration, self-registration or code-delivery. Fee covers careful handling of data to ensure privacy and accuracy along with the updating and handling of onboarding system**

Sub-Total: \$5,000.00
Processing Fee: \$500.00

TOTAL: \$5,500.00

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
7060 CAMP BOWIE
FORT WORTH, TX 76116
ACCOUNT NUMBER: 411802

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Sheila Johnson
sheila.johnson@fwisd.org
(817) 814-2540

SALES REP INFORMATION:

Kim Julius
kim.julius@mheducation.com
(817) 988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
TX AP BIOLOGY-1YR BUNDLE: 8/1/2024 - 7/31/2025	\$67,232.55	(\$2,255.55)	\$64,977.00
PRODUCT TOTAL*	\$67,232.55	(\$2,255.55)	\$64,977.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$64,977.00

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

RFP# 20-040

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/28/2024

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 08/26/2024

QUOTE NUMBER: KJULI-05282024081414-001

ACCOUNT #: 411802

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
TX AP BIOLOGY-1YR BUNDLE					
MADER BIO AP ED ONLINE STUDENT EDITION 1 YR SUBSCRIPTION	978-1-26-440483-4	550	\$118.14	\$0.00	\$64,977.00
MADER BIOLOGY AP ED 2022 14E ONLINE TEACHER EDITION 1YR SUBSCRIPTION	978-1-26-432665-5	11	\$159.15	\$1,750.65	*Free Materials
MADER BIOLOGY AP EDITION 2022 14E TEACHER EDITION	978-1-26-432661-7	11	\$45.90	\$504.90	*Free Materials
TX AP BIOLOGY-1YR BUNDLE Subtotal:				\$2,255.55	\$64,977.00

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QUOTE NUMBER: KJULI-05282024081414-001

ACCOUNT #: 411802

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
7060 CAMP BOWIE
FORT WORTH, TX 76116
ACCOUNT NUMBER: 411802

CONTACT:

Sheila Johnson
sheila.johnson@fwisd.org
(817) 814-2540

VALUE OF ALL MATERIALS	\$67,232.55
FREE MATERIALS	(\$2,255.55)
PRODUCT TOTAL*	\$64,977.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$64,977.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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ACCOUNT #: 411802

PAGE #: 3

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE PURCHASE OF A 3-YEAR DISTRICT SUBSCRIPTION FOR DIGITAL TEACHING AND ASSESSMENT SOFTWARE**

BACKGROUND:

Teachers utilize digital teaching assessment platforms to foster interactive and engaging learning experiences for students. Subscription-based programs empower educators to create gamified quizzes and assessments, injecting an element of fun into the learning process. By integrating multimedia content and interactive questions, a digital platform facilitates active participation, both in synchronous and asynchronous learning sessions. Teachers will be able to gauge student comprehension in real-time, providing immediate feedback and adapting instruction accordingly. The versatility of this tool supports personalized learning paths, allowing students to progress at their own pace while ensuring mastery of key concepts. The proposed renewal period spans from July 2024 to June 2027, ensuring continued access to this valuable educational resource.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a 3-Year District Subscription for Digital Teaching and Assessment Software
2. Decline to Approve Purchase of a 3-Year District Subscription for Digital Teaching and Assessment Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a 3-Year District Subscription for Digital Teaching and Assessment Software

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-11-6399-610

COST:
\$315,000 (invoiced annually at \$105,000)

VENDOR(S)/PROVIDER(S):

Quizizz Inc.

PURCHASING MECHANISM:

Cooperative Agreement
TIPS Contract No 220802

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Approval of this purchase will allow teachers to use real-time data to drive instruction and deliver differentiated lessons to meet student needs.

INFORMATION SOURCE:

Dr. Charles Garcia, Associate Superintendent, Learning and Leading, Service Network 2



Quizizz District Plan Quote

Prepared for:

Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

Description of services:

Quizizz is a learning platform that motivates every student to mastery, without burning out teachers. We've set out to replace seasonal test stress with the best way to motivate every student, every day—with fast ways to create and differentiate content, tools to provide individual support and social connection during activities, and immediate insights that help everyone grow.

This quote includes unlimited platform access by teachers, students, parents, and administrators during the duration of your license. The full scope of the School & District Plans can be found here:

<https://quizizz.com/home/plans>

Full District Implementation: 70,000 students

	Price per Student	Price per year	Total Contract Price*
Three year plan (36 months)	\$1.50	\$105,000	\$315,000

**Invoiced \$105,000 annually*

Quote expires July 30, 2024

TIPS Contract #220802

Next Steps

1. Please review this quote and confirm your plan length and any adjustments that need to be made.
2. When you're ready to move forward, let us know and we'll finalize an order form.

QUIZZZ



2022-2023 IMPACT REPORT

Assessment, instruction, and practice that motivate every student to grow

What's Inside



Click the titles to skip to a section!

<u>Who We Are and What We Do</u>	03
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Who We Are

OUR MISSION

At Quizizz, our mission is to empower every teacher and motivate every student. We believe in saving teachers time so they can maximize their impact to help all learners succeed.

OUR VALUES

Teacher-Driven Education

Technology sure is powerful, but in our world, teachers are the true game-changers.

Every Student's Growth

Every learner deserves an opportunity to grow at their own pace and celebrate their progress.

Love of Learning

We strive to innovate, engage, and bring more joy to classrooms—all to better prepare students for learning and life.

What We Do

Quizizz is a K-12 assessment, practice, and instruction platform motivating all students to grow. Today, teachers spanning 90% of U.S. schools use Quizizz to:



Enable differentiated learning opportunities



Foster intrinsic student motivation



Reinforce assessment readiness



Provide flexible curriculum resources



Facilitate data-driven intervention



Promote teacher efficiency and productivity

Our Impact Snapshot: 2022–2023

We leveled up learning for:



50M

Teachers &
students



90%

of U.S.
Schools



50

States (U.S.)



193

Countries

District Partnerships

Some of the 3,000 innovative U.S. schools and districts we are proud to serve:



We continued our strong history of customer support:

9.6/10

Average customer
support satisfaction
score

4.9/5

Team responsiveness and
communication rating

9/10

Average likelihood
a teacher would
recommend Quizizz
to a colleague

Third-Party Research: ISTE Validation

QUIZZZ EARNED THE 2023 ISTE SEAL

The International Society for Technology in Education (ISTE) is passionate about using technology to revolutionize learning.

The ISTE Seal provides a set of criteria to guide K-12 educators, students, and technology directors toward the very best products on the market.

ISTE awards the Seal only after extensive analysis conducted by experts using the most up-to-date data and research. ISTE rolled out the new version of the Seal in June 2023.



As one of the first to earn the new 2023 Seal, Quizizz is verified by ISTE as an assessment tool that

- Promotes critical technology skills
- Supports the use of technology in appropriate ways
- Incorporates digital pedagogy and the learning sciences
- Addresses key elements of tech usability, user experience and user interface
- Aligns to ISTE Standards

The ISTE Seal assessed and validated Quizizz in each of the following categories:

- ✓ ISTE Standards, and
- ✓ User Interface and Agency
- ✓ Learning Design
- ✓ Digital Pedagogy
- ✓ Inclusivity
- ✓ Assessment and Data

To learn more about these dimensions, the ISTE Seal, and the Quizizz results overall, access the Findings Report on the Impact page of [Quizizz.com](https://www.quizizz.com).

2023 Impact Survey Findings: Student and Teacher Voices

In a 2023 survey of 3000+ students and teachers, Quizizz earned high ratings for its ability to enable **personalized learning** opportunities, foster intrinsic **student motivation**, and improve **assessment readiness** that leads to better learning outcomes.



99% of surveyed teachers believe their students can improve grades with Quizizz.

Review the rest of the key findings below.

QUIZIZZ ENABLES PERSONALIZED LEARNING

Survey findings show that Quizizz optimizes each student's learning journey by **helping teachers tailor content, pacing, and delivery of instruction to meet individual student needs.**

94% of teachers feel Quizizz adequately challenges students based on **individual proficiency levels.**

90% of teachers feel Quizizz data helps identify **which students are struggling with which concepts.**



"Quizizz enables me to reach different learning styles. I use Quizizz during the Do Now, Demonstration, and Guided Practice on my Lesson Cycle. Quizizz is also **the perfect application for Independent Practice – my class loves it."**

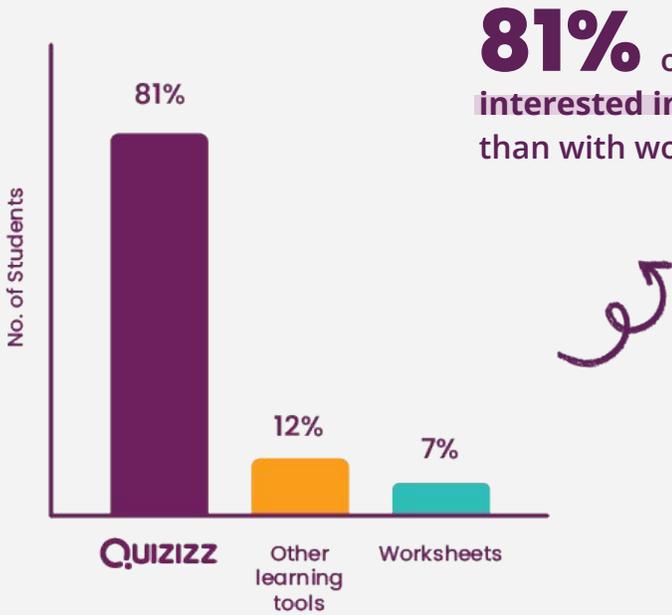
Michael Willis, Instructional Coach & High School Math Teacher (Texas)

87% of teachers feel they can **customize content and activities on Quizizz to meet students' diverse needs.**

92% of teachers say Quizizz enables pedagogically sound teaching practices and an **individualized focus.**

QUIZZ WINS ON INTRINSIC MOTIVATION WITH STUDENTS

According to survey results, **higher completion rates, repeated attempts, and overall enthusiasm** show students are **more likely to engage in the learning process** while using Quizizz over other learning tools. Teachers endorse Quizizz for its ability to foster **active student involvement, intrinsic motivation, and invested commitment.**



81% of students say they're more interested in learning when using Quizizz than with worksheets or other learning tools.

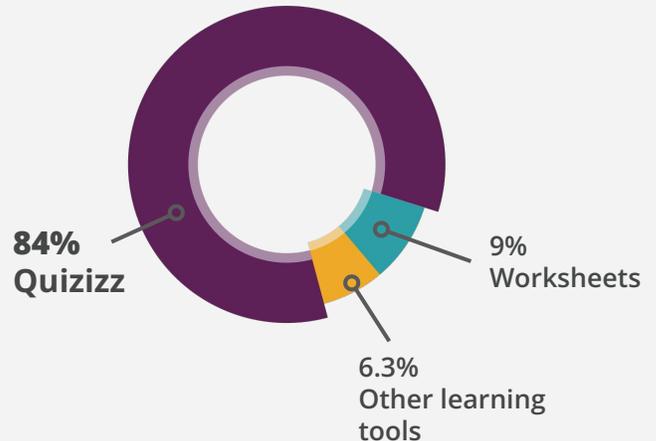


“My students love Quizizz — they are excited, animated, and support each other in their learning. When taking a vocabulary Quiz, **students jump out of their seats, high-five each other, and are so thrilled to get 100% as a class. Learning has never been easier or as engaging.**”

Chris McIntosh, Instructional Coach & 5th Grade Teacher (Utah)

78% of students say they're willing to attempt the same assignment multiple times on Quizizz to improve their grades.

84% of teachers say their students are more likely to do independent practice with Quizizz.



QUIZZZ IMPROVES ASSESSMENT READINESS AND LEARNING OUTCOMES

Based on survey responses, Quizizz **improves understanding of concepts and promotes higher retention**. The platform also helps simulate authentic test environments to better prepare students for assessments and improve learning outcomes.

92% of teachers say they use Quizizz to **prepare students for assessments**.

90% of teachers say Quizizz test-prep tools like 'Review and Submit' **helps students strategize better**, and prevent mindless guessing during tests.



Two-thirds of students say they feel **better prepared for tests** by reviewing with Quizizz.



"In our district, we wanted to remove some of the test prep pressure and stress, not only for students, but for teachers. **Quizizz helped us put a twist on test prep so that it felt different and fun, and didn't seem so intimidating.**

We really **value the premium version of Quizizz** because of **standards-aligned reports, teacher collaboration, and 15+ question types**, which are a big deal since kids are exposed to those formats on the state exam."

Amber Jobe, Digital Coach (Texas)

81% of students say they **understand and remember concepts better** with Quizizz over other learning tools.

88% of teachers say Quizizz helps ask the same question in different ways to **deepen student understanding**.

QUIZZZ HELPS STREAMLINE LESSON PLANNING

As shown in survey results, Quizizz helps teachers **streamline lesson planning** through a vast content library that can be easily adapted to standards-aligned curriculum, or used as a supplement for textbooks or prescribed curriculum. The platform also **speeds up grading and provides data for guiding instruction.**

93% of teachers say they can **easily and quickly personalize existing content** on Quizizz.

80% of teachers say it takes **less time to find the content they need** on Quizizz over other learning tools.



"I planned a review with worksheets, but the copy machine blew up toner all over me and the classroom. I **quickly typed the concept into the Quizizz Library search bar and found the exact grammar practice we needed.** The kids got their learning in, and **the class didn't miss a beat.**"

Amanda McCraw, Principal & K-8 Teacher (California)

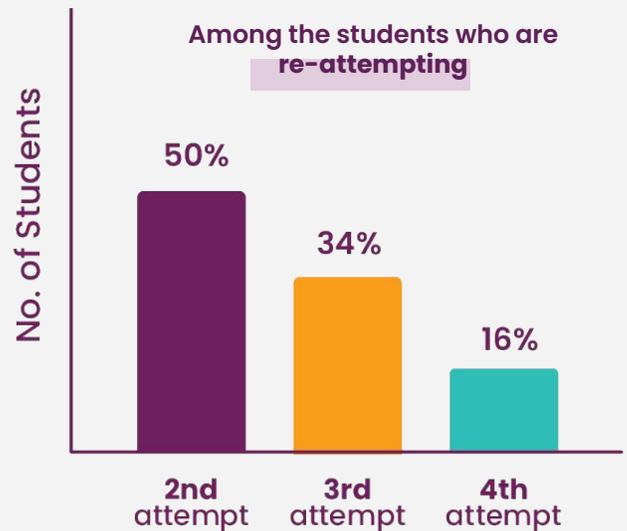


2023 Data Findings: Practice makes progress

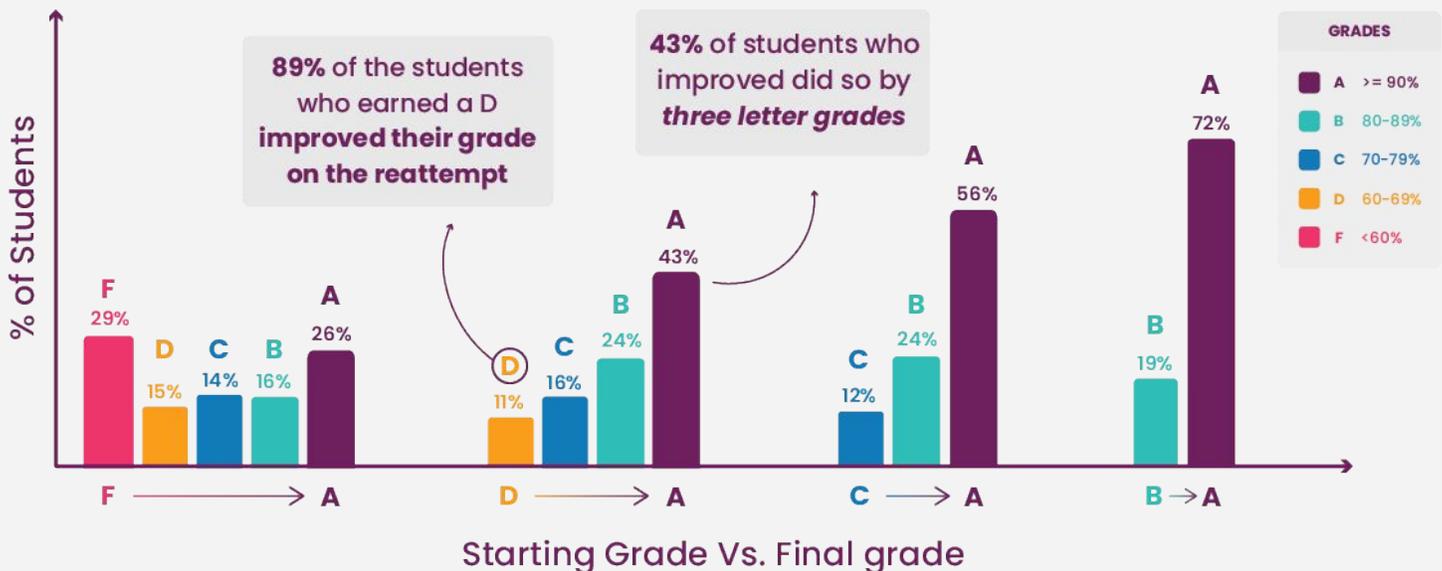
Intrinsic motivation isn't always easy to foster, but Quizizz data shows **students willingly engage in practice**, and **re-attempt activities**. As a result of this **student-led, self-paced review**, **significant improvements** were shown on recall, retention, accuracy levels, and overall learning outcomes. **Statistics reflect the 2022-2023 school year*

Retrieval practice reaps rewards on Quizizz

More than half of students reattempt activities on Quizizz. Of these students, nearly 50% reattempt activities multiple times.



An average of 35% increase in scores from first-to-final attempt



Data Highlights

After the first attempt, students across all grade levels raised their score by the following increments:

Above an F: 71%

F-to-A: 26%

D-to-A: 47%

C-to-A: 56%

B-to-A: 72%

146

School District Spotlights



ESSER-Funded Quizizz Plan Supports Equity and Achievement for Every K-12 Learner

District Snapshot:

194,000
Students

10,000
Teachers

274
Schools

1st Largest
School District
in Texas

7th Largest
School District
in the U.S.

Strong Engagement Value

To align technology in the district, Quizizz was a top pick for HISD, said James Newman, Senior Manager with the Academic Instructional Technology (AIT) team. Eventually, securing ESSER funding sealed the deal.

"I have visited, coached, co-taught and taught in classes that use Quizizz," Newman said. "...students are required to engage at 100 percent, which leads to better discussion, misconceptions rise to the surface to be addressed, and overall discourse and high-level thinking increases."

Achievement and Accessibility for All Learners

The flexibility of Quizizz is in the hands of the teacher, and the learning benefits are constant for all grade levels. Due to HISD's implementation of Quizizz, Newman said, meeting diverse needs is simplified, and a positive learning environment is possible.

"When used to engage students in an aligned interaction," Newman said, "Quizizz motivates, increases confidence, and can help to establish a culture of learning and growing from mistakes."

Quizizz Engagement Snapshot

6,010
Active
Teachers

10.3M
Activities

149M
Responses



"We value how easy Quizizz makes it to **differentiate for learners throughout the lesson**, depending on mastery level, or individual or small group needs," Newman said. "Since Quizizz is data-driven and **informs instruction in the moment**, you can **quickly assess learning, access scaffolded content for continued review or accelerated learning**, group students based on mastery of a specific objective, or **simply reteach.**"

James Newman, Senior Manager of Academic Instructional Technology

School District Spotlights



Quizizz Plan Supports Blended Learning, Early Literacy, and High Engagement

District Snapshot:

30,000
Students

2,000
Teachers

52
Schools

1st Largest
School District
in Indiana

Enhanced Instructional Quality

Following a professional learning session featuring Jon Corippo, Fort Wayne Community Schools (FWCS) purchased a Quizizz District Plan, said Shannon Quigley, District Technology Coordinator.

“With some tools, the free version is good enough,” Quigley said, “but we really felt like the additional features on the Quizizz District Plan would enhance instruction in the ways that we wanted. It gave teachers more resources to make learning effective, and the tools felt more attainable for students.”

Alignment with District Goals and Teaching Strategies

Along with Quizizz supporting stronger instruction, Quigley said, the platform elevates opportunities for blended learning, and aligns with FWCS goals around literacy, numeracy, and social-emotional learning.

“Quizizz makes learning fun,” Quigley said. “If we can get kids hooked on learning and have a vested interest, then that’s half the battle. Any time I’ve been in a classroom and I’ve used Quizizz as a component of the lesson, engagement is always 95 to 100 percent. Once teachers see this potential, that’s the biggest payoff.”

Quizizz Engagement Snapshot

1,177
Active
Teachers

1.2M
Activities

17.2M
Responses



“Knowing that the team at Quizizz is receptive to different teaching styles and different ways that we can continue motivating students to keep learning fresh has been a **really big selling point**,” Quigley said. “For example, the addition of Lessons was huge; it shows **Quizizz is not just a quick game. You’re teaching, while you keep the students engaged**, and gamifying everything is really what they enjoy... **That’s what we hear from teachers: ‘My kids love Quizizz.’**”

Shannon Quigley, District Technology Coordinator

School District Spotlights



Quizizz Plan Helped District During Remote Learning and Beyond

District Snapshot:

5,500	117	8
Students	Teachers	Schools

High Stakes for Award-Winning Tech Dept

Lakeland Central School District (LCSD), the largest suburban district in New York State's Westchester County, is on a mission to prepare students for a rapidly changing world. To that end, their Technology Department, who set the bar as early smart board adopters, continues to introduce innovative solutions that benefit students, and has earned multiple Pioneer Awards from the Lower Hudson Regional Information Center.

Teacher-Powered Push for Quizizz

Lakeland decided on Quizizz as a key district-wide solution for several reasons, but it all started with Lakeland's teachers, said K-12 Instructional Technology Coach Scott Staub. The district had used several other tools, but many teachers saw those as too gamified — capturing students' attention but also distracting from meaningful learning. Teachers preferred the gamified elements on Quizizz, like Redemption Questions and Power-Ups, along with its broader variety of question types.

When Lakeland switched its Google domain, Staub learned first-hand that Quizizz, although used in nearly 90 percent of U.S. schools, isn't too big to provide responsive customer support. Lakeland's dedicated Quizizz Account Manager facilitated a seamless transition.



"A Quizizz District Plan was the **obvious choice for all of our schools because teachers asked for it, first and foremost,**" Staub said. "From there, Quizizz was **fully aligned with district initiatives around student engagement and formative assessment, was compliant with NYS Education Law-2d, and came packaged with comprehensive PD.**"

Scott Staub, K-12 Instructional Technology Coach

Quizizz Engagement Snapshot

82	114K	2M
Active Teachers	Activities	Responses

Advancements over the last year (2022–2023)



Throughout the 2022-2023 school year, Quizizz continued to move the needle on our mission to empower every teacher and motivate every student by **listening to our users, and upscaling to support student and teacher needs**. Below are the results of these efforts:

CONTINUOUS INNOVATION FOR POSITIVE LEARNING OUTCOMES

Stronger standardized assessment readiness

Quizizz launched additional test prep features to advance higher-order thinking, mirror state test experiences, and track progress.

- 15+ standardized test-aligned question types — including Hot Spot, Graphing, Labeling, Multi-part, Drop Down, and more.
- Advanced test modes: Focus Mode, anti-cheating tools, and timers
- Stronger strategizing & planning: Review and Submit option, and Skip Questions
- Auto-grading and scores tracking, including reattempts

More opportunities for personalized practice

Quizizz debuted individual learning modes to cater to varying abilities, accommodations, and levels of rigor.

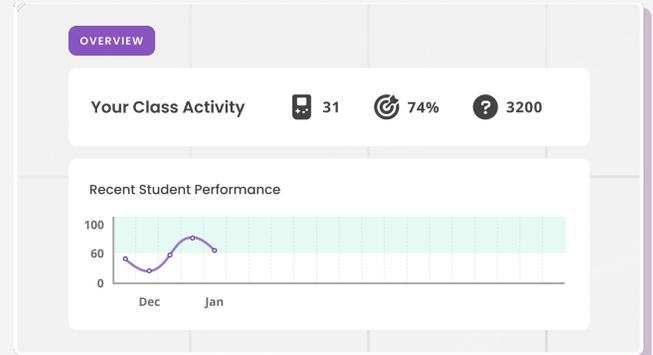
- Dynamic experiences based on individual performance: Adaptive Mode
- Extend specific students a second chance: Redemption Quiz
- New engaging practice modes: Mastery Mode, Mastery Peak

Advancements over the last year (2022-2023)

Expanded student progress tracking

Quizizz released new features to course-correct instruction, and highlight individual student growth.

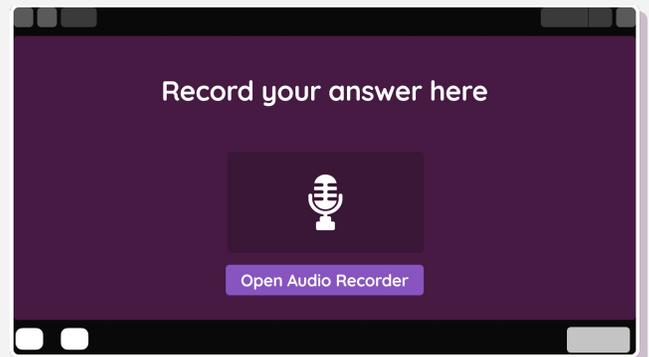
- Real-time insights into which students are struggling with which topics
- Growth charts that track individual student progress over time
- Reporting across standards-aligned curriculum
- Aggregated data views and insights for administrators



Greater empowerment through equity and accessibility

Quizizz focused on furthering every learner's ability to effectively access and engage with content.

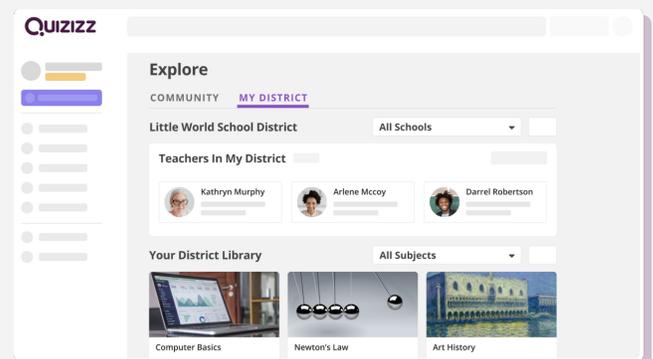
- End-to-end co-teaching capabilities
- Audio and Video response options for visual and auditory learners
- Images, audio, and video for questions, answer options, and answer explanations
- 18+ language translations



Increased team, school, and district-wide collaboration

Quizizz offered new opportunities for educators to communicate, plan, and share resources productively and efficiently.

- Co-creating and co-editing capabilities
- Shared folders for teams to work together
- District-wide assessment planning and rollout across grade levels and subject areas

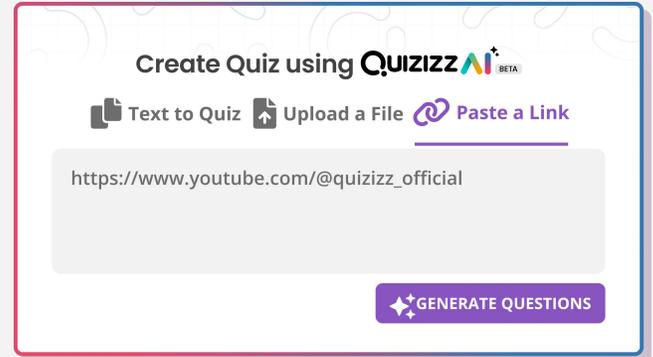


Advancements over the last year (2022–2023)

Quizizz AI Create

Generates high-quality, AI-powered, interactive Quizzes in an instant

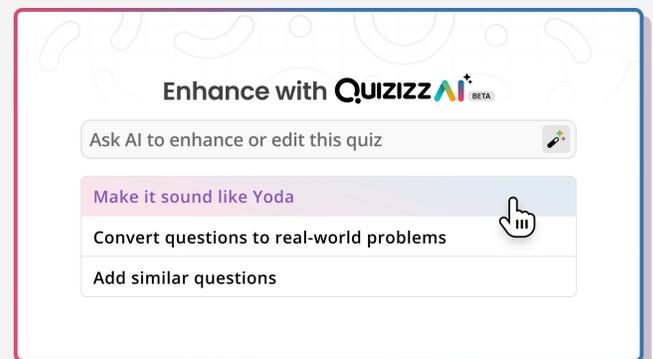
- **Text-to-Quiz:** Prompt Quizizz AI or paste text to create Quizzes
- **Upload a file:** Seamlessly import and transform PDFs, Docs, and PPTs
- **Paste a link:** Generate Quizzes from YouTube video links or publicly accessible websites



Quizizz AI Enhance

Allows users to quickly adapt activities to every learning style or situation

- Fixes errors (i.e. grammar)
- Converts to real-world scenarios
- Translates to 18+ languages
- Simplifies language
- Changes voice and tone

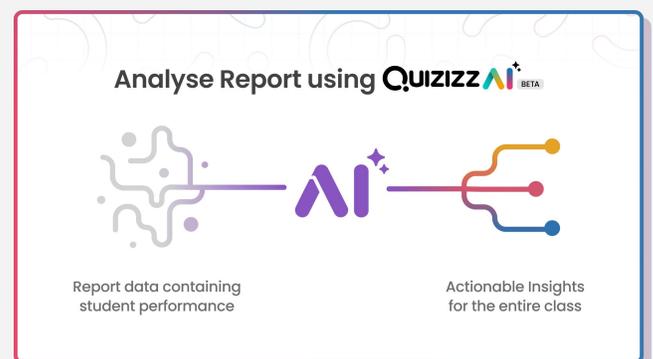


Quizizz AI Analyze

coming soon for School & District Plans

Analyzes student reports and assessments and develops differentiated solutions

- Identifies skill gaps
- Creates personalized recommendations for every student



Advancements over the last year (2022–2023)

EXCEPTIONAL ADAPTABILITY AND SUPPORT FOR DISTRICTS

Enhanced customer success program

Quizizz rolled out a full-service system that personalizes support to fit each school's needs.

- Proactive, continually growing support team available 24x7
- Customized live PD and training aligned to district-level initiatives
- Dedicated customer success representatives
- Quizizz University professional development resources and services to ensure seamless implementation, maximum adoption, and end-to-end product education

Updated district-compliant, robust privacy policies

Quizizz remained committed to high standards of compliance with student data privacy.

- Proud members of the School Data Privacy Consortium (SDPC), and Access 4 Learning (A4L) Community
- State and district-specific signed SDPAs. We meet statewide student privacy requirements of some of the most stringent states like CA, TX, and NY.
- Compliant with Family Educational Rights and Privacy Act (FERPA), and Children's Online Privacy Protection Act (COPPA)



Teacher & Student Love



"I **LOVE** the **data** collected from a Quizizz game! It's so helpful to see a summary of scores with a breakdown of exactly which questions were the most challenging so **I can target intervention and remediation**. Unlike some other quiz programs, I can see each student's individual responses, so **I know which students need the most help and in what areas.**"

Kelly Muchmore, High School Teacher (Arizona)

"I use Quizizz as a quick check after a lesson, review at the end of the week, and also as an independent activity during small group instruction, plus homework assignments for additional practice. **I enjoy observing students answering the questions, collecting instant data, and making notes for those who need additional support.**"

T. Raymond, Kindergarten Teacher (Virginia)



"My students **LOVE** Quizizz! It has become **my go-to way to review material**. The students are engaged and excited to participate."

Francisca Virtue, 4th Grade Teacher (California)



"We were tired of worksheets, so we used Quizizz to review before an exam. **The students were COMPLETELY engaged and scores on the test were amazing!** I can't express how valuable Quizizz has been in keeping students engaged in their learning, whether through an Individual/Team Mode Quiz, Instructor-Paced, or as a Homework assignment to review together!"

Lisa Anderson, Middle School Math Teacher (Missouri)

"I used Quizizz during my observation with **my principal**. She was **so impressed with how I was able to customize the material** to our adopted curriculum."

Amber Moise, 3rd Grade Teacher (California)



"It's really beneficial for students to see **themselves becoming masters of content**, so we do Quizizz reviews until they reach a perfect score. This practice **helps students go into state assessments more confident**, and feeling like the standardized tests are easy for them."

Marcus Byrd, High School History Teacher (Georgia)

"My students didn't know their multiplication facts, and when I tried worksheets, they still didn't get any better. Once I saw Quizizz had the material I needed, we switched. After about 2 weeks, students were already getting better. **Almost 90% of every one of my five classes earn 90-100% on a regular basis**. I'm definitely seeing improvement in their facts and daily math lessons. Integers are next!"

Reigan Blair, 7th Grade Math Teacher (Indiana)



"I happen to love Quizizz more than **a lot of the other popular educational websites** because, in a small amount of time, I am able to find standards-based, engaging Quizzes and Lessons to support all my students."

David Sheffield, 8th Grade Math Teacher (Alabama)

"I love that I can find exactly **what I am looking for**, and I can edit a current Quiz and make it my own **in no time**."

Kimberly Cagle, High School Math Teacher (North Carolina)



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To unlock the **motivation, differentiated learning, and achievement** of Quizizz for your students and teachers, [request a quote](#).

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE PURCHASE OF STATE ADOPTED MATHEMATICS INSTRUCTIONAL MATERIALS**

BACKGROUND:

School districts adopt new materials in accordance with the timelines established by the State Board of Education (SBOE) and the Texas Education Agency (TEA). The District last purchased state adopted Mathematics materials as part of previous Proclamations. Included in the purchase were physical textbooks and digital licenses for students and teachers. The contracts for those materials have expired and an extension to materials currently in adoption needs to be purchased until the state calls for the adoption of new Mathematics materials. The Proclamation 2026 occurs in two (2) years.

Purchases authorized under this item will extend access to print, online textbooks, and program resources currently in adoption for use by grades 7-12 students and teachers. The authorization covers the 2024 - 2025 school year. All purchase orders issued will be on an annual basis.

Instructional materials proposed for purchase have been adopted by the SBOE or directly by the District. TEA establishes contracts with publishers of adopted materials to ensure their availability to districts at an agreed-upon cost. The terms and conditions of purchases proposed in this item are consistent with TEA requirements.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of state adopted mathematics instructional materials
2. Decline to Approve purchase of state adopted mathematics instructional materials
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of state adopted mathematics instructional materials

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-11-6321-11-950

COST:

\$459,558.20

VENDOR(S)/PROVIDER(S):

Cosenza & Associates – Proclamation 2017.....	\$ 5,400.00
College Board – Proclamation 2015	\$172,727.50
HMH – Proclamation 2015.....	\$141,550.00
McGraw Hill – Proclamation 2015	\$79,540.20
SAVVAS – Proclamation 2015.....	.\$60,340.50

PURCHASING MECHANISM:

Competitive Solicitation

It is the intent of the District to use the recommended publisher’s list from TEA for these purchases.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Applied Learning Academy	Arlington Heights High School
Benbrook Middle/High School	Carter-Riverside High School
E.M. Daggett Middle School	Diamond Hill-Jarvis High School
Daggett Montessori	Paul Laurence Dunbar High School
J.P. Elder Middle School	Eastern Hills High School
Forest Oak Middle School	I.M. Terrell Academy
Forest Oak 6th Grade	Marine Creek Collegiate
Jacquet J. Martin Middle School	North Side High School
William James Middle School	R.L. Paschal High School
Kirkpatrick Middle School	Polytechnic High School
Leonard Middle School	South Hills High School
Jean McClung Middle School	Southwest High School
W.P. McLean Middle School	Texas Academy of Biomedical Sciences
McLean 6th Grade	TCC South/FWISD Collegiate
W.A. Meacham Middle School	Trimble Tech High School
Meadowbrook Middle School	Western Hills High School
William Monnig Middle School	World Languages Institute
Morningside Middle School	O.D. Wyatt High School
Riverside Middle School	Young Men’s Leadership Academy
Rosemont Middle School	Young Women’s Leadership Academy
Stripling Middle School	Success High School
Wedgwood Middle School	International Newcomer Academy

RATIONALE:

A purchase extending access to currently adopted instructional materials ensures students have equitable access to instructional materials as outlined in the district's curriculum plan and required by TEA.

INFORMATION SOURCE:

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

Cosenza & Associates, LLC
 PO Box 190813
 Dallas, TX 75219 US
 (800) 224-4318
 gary@cosenzaassociates.com
 www.cosenzaassociates.com

Quote



ADDRESS
Fort Worth ISD 7060 Camp Bowie Blvd Attn: Accounts Payable Fort Worth, TX 76116

SHIP TO
Kenyail Carr Fort Worth ISD 1050 Bridgewood Drive Fort Worth, TX 76112

QUOTE #	DATE
2389	05/09/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Student license for online access to Algebraic Reasoning textbook License valid from July 1, 2024 through June 30, 2025 Algebraic Reasoning textbook resources are state-adopted under Proclamation 2017 and are not eligible for purchasing cooperative pricing/rebates/discounts.	300	18.00	5,400.00

SUBTOTAL	5,400.00
TAX	0.00
TOTAL	\$5,400.00

Accepted By

Accepted Date



This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address 250 Vesey Street
New York, New York 10281
United States

Created Date 5/17/2024
Expiration Date 10/1/2024
Quote Number 00053150

Bill To Name Fort Worth Independent School District

Contact Name Kenyail Carr
Phone 817-896-8401
Email kenyail.carr@fwisd.org

Academic Term: 2024-2025

Digital Access Start/End Dates: 5/1/2024 - 8/31/2025

Proclamation 2015

Recommended publisher's list from TEA for State Adopted Mathematics Instructional Materials

Product	Unit Price	Quantity	Subtotal	Total Discount Amount	Total Price
SpringBoard Math Course 1 SE + Digital Access - Texas-2014	\$13.50	600	\$10,770.00	\$2,670.00	\$8,100.00
SpringBoard Math Course 2 SE + Digital Access - Texas-2014	\$13.50	600	\$10,770.00	\$2,670.00	\$8,100.00
SpringBoard Math Course 3 SE + Digital Access - Texas-2014	\$13.50	600	\$10,770.00	\$2,670.00	\$8,100.00
SpringBoard Math Algebra 1 SE + Digital Access - Texas-2014	\$14.25	3,000	\$56,850.00	\$14,100.00	\$42,750.00
SpringBoard Math Geometry SE + Digital Access - Texas-2015	\$14.75	2,600	\$50,570.00	\$12,220.00	\$38,350.00
SpringBoard Math Algebra 2 SE + Digital Access - Texas-2015	\$14.75	1,700	\$33,065.00	\$7,990.00	\$25,075.00
SpringBoard Math Precalculus SE + Digital Access - Texas-2015	\$14.75	1,800	\$35,010.00	\$8,460.00	\$26,550.00

Subtotal \$207,805.00
Total Discount Amount \$50,780.00
Total Price \$157,025.00
Shipping and Handling \$15,702.50
Grand Total \$172,727.50

Quoted total price does not include applicable sales taxes



Houghton Mifflin Harcourt

Proposal #008960066

Prepared For

Ft Worth Ind School District

7060 Camp Bowie Blvd
Fort Worth TX 76116

Attention:

Kenyail Carr

kenyail.carr@fwisd.org

For the Purchase of:

Mathematics

Proclamation 2015

Prepared By

Shari Dawson

shari.dawson@hmc.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kenyail Carr
kenyail.carr@fwisd.org
161

Send **Orders** to:
orders@hmc.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Ft Worth Ind School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student	=				
1587824 9780544362024	HMH Algebra 2 Texas Online Teacher Resource Management Center, 1 Year 2016	c \$100.00			30
1764553 9780358216308	2016 Texas Algebra 2 Digital Student Resource Package 1 Year Digital	c \$20.80	1,600	\$33,280.00	
1587782 9780544363182	HMH Algebra 1 Texas Online Teacher Resource Management Center, 1 Year 2016	c \$100.00			30
1764552 9780358216292	2016 Texas Geometry Digital Student Resource Package 1 Year Digital	c \$20.30	2,400	\$48,720.00	
1587831 9780544361621	HMH Geometry Texas Online Teacher Resource Management Center, 1 Year 2016	c \$100.00			30
1764551 9780358216285	2016 Texas Algebra 1 Digital Student Resource Package 1 Year Digital	c \$19.85	3,000	\$59,550.00	
Total for Student				\$141,550.00	
Total for -				\$141,550.00	

July 1, 2024 to June 30, 2025

Subtotal Purchase Amount:	\$141,550.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Proposal (PO Amount):	\$141,550.00

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kenya Carr
kenyail.carr@fwisd.org
162

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): \$141,550.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Fort Worth ISD	Fort Worth ISD
7060 Camp Bowie Blvd	7060 Camp Bowie Blvd
Fort Worth, TX 76116-7119	Fort Worth, TX 76116-7119
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/16/2024

Proposal Expiration Date: 9/30/2024



Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kenyail Carr
kenyail.carr@fwisd.org

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

008960066 Sold:0000270630 Ship:0000270630

Page 3 of 3

Please submit this form with your purchase order



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
7060 Camp Bowie
FORT WORTH, TX 76116
ACCOUNT NUMBER: 411802

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Kenyail Carr
kenyail.carr@fwisd.org

SALES REP INFORMATION:

Kim Julius
kim.julius@mheducation.com
(817) 988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CP Math - Aug. 1, 2024-July 31, 2024	\$79,540.20	\$0.00	\$79,540.20
PRODUCT TOTAL*	\$79,540.20	\$0.00	\$79,540.20
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$79,540.20

* Price firm for 30 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

Proclamation 2015

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: order@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/24/2024

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 06/23/2024

QUOTE NUMBER: KJULI-05242024020038-001-DAG

ACCOUNT #: 411802

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CUS BEGINNING AND INTERMEDIATE ALGEBRA WITH P.O.W.E.R STUDENT EDITION	978-1-26-570926-6	70	\$121.86	\$0.00	\$8,530.20
BEGINNING ALGEBRA ALEKS 360 40 WEEK SUBSCRIPTION	978-0-07-903087-0	1000	\$71.01	\$0.00	\$71,010.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: order@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/24/2024

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 06/23/2024

QUOTE NUMBER: KJULI-05242024020038-001-DAG

ACCOUNT #: 411802

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
2224 E LANCASTER AVE
FORT WORTH, TX 76103-2221
ACCOUNT NUMBER: 411802

CONTACT:

Kenyail Carr
kenyail.carr@fwisd.org

VALUE OF ALL MATERIALS	\$79,540.20
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$79,540.20
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$79,540.20

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 30 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: order@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/24/2024

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 06/23/2024

QUOTE NUMBER: KJULI-05242024020038-001-DAG

ACCOUNT #: 411802

PAGE #: 3



Kenyail Carr
 K-12 Mathematics Coordinator
 Ft Worth Ind School District
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116-7119
 United States

Quote Number: 259320-1
Quote Creation Date: 02-14-2024
Quote Expiration Date: 09-30-2024
Start Date: July 2024
End Date: July 2025

Quote Release: 1

**Fort Worth ISD - Math Models 1yr Digital License
 Price Quote Summary**

Solution	Base Amount	Total
Other AP&E Math	\$ 26,235.00	\$ 26,235.00
Solution Subtotal	\$ 26,235.00	\$ 26,235.00
	Shipping & Handling	\$ 0.00
	Total	\$ 26,235.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
MATH MODELS				
Texas AP&E Math MyMathLab for School Extension ©2023				
9780138221614	** TEXAS MATH MODELS DIGITAL ONLY MYMATHLAB FOR SCHOOL W/ETEXT (1 YEAR DIGITAL LICENSE)	52.47	500	\$26,235.00
	Texas AP&E Math MyMathLab for School Extension ©2023 Subtotal			\$ 26,235.00
	MATH MODELS Subtotal			\$ 26,235.00
	Solution Subtotal			\$ 26,235.00
	Shipping and Handling			\$ 0.00
	Total			\$ 26,235.00

** Contract Pricing has been applied to these items

Please send final Purchase Order for irvingsupport@savvas.com



Kenyail Carr
 K-12 Mathematics Coordinator
 Ft Worth Ind School District
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116-7119
 United States

Quote Number: 260008-1
Quote Creation Date: 02-22-2024
Quote Expiration Date: 09-30-2024
Start Date: July 2024
End Date: July 2025
Quote Release: 1

FWISD- 2024 AP Calculus 1st Ed, Briggs - 1 yr DIGITAL ONLY
Price Quote Summary

Solution	Base Amount	Total
MyMathLab	\$ 34,105.50	\$ 34,105.50
Solution Subtotal	\$ 34,105.50	\$ 34,105.50
	Shipping & Handling	\$ 0.00
		Total \$ 34,105.50

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
MyMathLab				
MyMathLab for School from Pearson				
9780132962377	MYMATHLAB FOR SCHOOL STUDENT ACCESS - 1YR - DIGITAL DELIVERY	52.47	650	\$34,105.50
	MyMathLab for School from Pearson Subtotal			\$ 34,105.50
	MyMathLab Subtotal			\$ 34,105.50
	Solution Subtotal			\$ 34,105.50
			Shipping and Handling	\$ 0.00
			Total	\$ 34,105.50

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CENTER FOR TRANSFORMING LIVES

BACKGROUND:

FWISD seeks partnership with the Center for Transforming Lives to assist low-income families with meeting their daily needs. The Center for Transforming Lives has helped lift families with homeless services, early childhood education, and economic mobility. The goal of the program is to improve the integration of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood practices. The service provider will provide funding for staff members in FWISD classrooms that will provide instructional support in addition to after-school childcare services.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding between Fort Worth Independent School District and The Center for Transforming Lives
2. Decline to Approve Memorandum of Understanding between Fort Worth Independent School District and The Center for Transforming Lives
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and The Center for Transforming Lives

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
No Cost	Not Applicable

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

The Center for Transforming Lives

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Van Zandt Guinn Elementary
W.M. Green Elementary
R.J. Wilson Elementary
Harlean Beal Elementary

RATIONALE:

This partnership will ensure all children receive high quality early learning classroom experiences delivered by certified Pre-Kindergarten teachers in the participating classrooms. By partnering with the Center for Transforming Lives, FWISD will positively impact the kindergarten readiness of future FWISD students.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network 3

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CENTER FOR TRANSFORMING LIVES
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

SECTION 1 PARTIES TO GRANT

1.1 This Memorandum of Understanding (the “Agreement”) is made and entered into and between The Center for Transforming Lives (hereinafter referred to as ‘CTL’) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as “FWISD” or the “District”). CTL and the District may be collectively referred to as “Parties” or individually as “Party”. The Parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD

2.1 The period for performance of this Agreement shall be effective commencing August 13, 2024, and shall terminate May 23, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement may be renewed for up to one (1) year terms by the mutual written agreement of both Parties.

SECTION 3 PURPOSE/FUNDING

3.1 **PURPOSE:** The purpose of this Agreement is to: (1) support the research-based framework designed by The State Center for Early Childhood Development; (2) improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers; (3) set forth the terms by which the Parties are partnering to provide Head Start services to qualified children enrolled in FWISD Pre-Kindergarten classes and home-based services; and (4) ensure all students are provided an environment in accordance with early childhood best practices.

3.2 **FUNDING:** The Center for Transforming Lives will provide five (5) Teacher Assistants for FWISD Pre-Kindergarten/ Head Start (HS) partnership classrooms. In addition, the CTL will also provide some of the classroom supplies for students. This may include furniture, consumables, educational supplies, and cleaning supplies. FWISD will provide funding in the form of non-federal match to include paying salaries of FWISD Pre-Kindergarten teachers, providing facilities for delivery of the services described in this Agreement, and providing supplies.

SECTION 4 RESPONSIBILITIES

FWISD will identify campuses to partner with CTL for the implementation of preschool services including (five classrooms) located at: Van Zandt-Guinn, R. J. Wilson, Harlean Beal, and additional agreed upon classrooms pending availability of space by FWISD and availability of slots by CTL.

FWISD will identify the school campuses to partner with CTL for the implementation of family education and socialization activities for families with infants and toddlers participating in the CTL home-based program.

SECTION 4A. FWISD RESPONSIBILITIES

FWISD shall comply with, and provide in a satisfactory manner, services as outlined in the Head Start Program Performance Standards (HSPPS), the Head Start Act of 2007, guidance from the Office of Head Start (OHS), Office of Management and Budget (OMB) Circulars and, as applicable, the United States Department of Agriculture (USDA) and the Texas Department of Family and Protective Services (DFPS) Childcare Licensing Regulations.

As outlined in this Agreement, FWISD agrees to the following:

1. Personnel Requirements and Professional Development

FWISD will:

- a. ensures FWISD assigned Head Start teachers are Certified with a Bachelor's degree.
- b. implements an individual professional development plan for each teacher in conjunction with the HS Education Coordinator develop. The Plan will be completed within the first sixty (60) days of the Agreement and will include the Childcare Licensing required trainings as well as the HSPPS required trainings.
- c. ensure staffing is consistent with HSPPS and OHS guidelines.
- d. maintains a maximum group size of twenty (20) children, with one (1) qualified teacher in each of the Head Start classes during Head Start service hours. The Teacher Assistants assigned to the Head Start classes will work only with the Head Start students during the Head Start service hours.
- e. provides the following documentation for teachers and substitutes:
 - i. Documentation of classroom staff physical prior to the first day of employment in HS classroom,
 - ii. Current physical
 - SP iii. Complete TB screening and if referred complete TB test, (may be paid by CTL HS)
 - iv. Criminal history checks as required by TDFPS-Child Care Licensing,
 - v. Food Handlers card (if required by authorizing City),
 - 05.22.2024 vi. Documentation of ongoing training; and
 - vii. Identification and reporting of child abuse and neglect compliant with TDFPS standards.
- f. requires Head Start staff-specified training. If the sessions occur during non-contract times, FWISD will provide the payment for the FWISD staff. Training includes, but is not limited to, TDFPS licensing guidelines, Center Orientation, the Employee Handbook, Child Guidance Procedures, and the Parent Handbook.
- g. ensure teaching planning time is provided in adherence with state licensing and HSPPS guidelines.
- h. maintains on file the application for employment, documented proof of interview, I9, background checks, and the supporting documentation that the individual meets Head Start teaching standards.

2. Compliance with Eligibility, Recruitment, Selection, Attendance and Enrollment (ERSEA).

FWISD will:

- a. Recruit eligible families in need of Head Start services to the maximum extent possible.
- b. Ensure compliance with the ERSEA criteria and process as developed and provided by CTL in accordance with Head Start guidelines.
- c. Ensure that HS children are not enrolled in the campus until the ERSEA compliance is verified by CTL via

- c. Ensure that HS children are not enrolled in the campus until the ERSEA compliance is verified by CTL via the Family Advocate (FA) or the ERSEA Specialist.
- d. Ensure that at the time of enrollment in the Head Start program, income information and other documents are provided to CTL to verify eligibility for Head Start.
- e. Achieve and maintain full enrollment based on assigned slots. To the extent possible, fill vacancies in thirty (30) days or less.
- f. Communicate with the FA or the ERSEA Specialist regarding any withdrawals prior to withdrawal or within two (2) days if the withdrawal was unforeseen.
- g. Complete and share attendance records on a daily basis so FA can enter them into the Child Plus database system.
- h. Maintain 85% attendance and validate full enrollment on a timely basis to the maximum extent possible.
- i. Ensure class sizes do not exceed twenty (20) children during Head Start service hours.
- j. Ensure a minimum ratio of twenty (20) children to one (1) teacher and one (1) teaching assistant during Head Start service hours.
- k. Communicate questions or concerns regarding ERSEA to CTL staff promptly and to the ERSEA Manager who is responsible for ensuring ERSEA compliance.

3. Educational Services.

FWISD will:

- a. Use a research-based curriculum in all Head Start classrooms.
- b. Ensure instructional staff practices active supervision and zoning in accordance with Head Start standards.
- c. Provide Head Start programming in accordance with the FWISD school calendar and operational hours.
- d. Link the services provided in Head Start with educational services, including services relating to language, literacy and communication, growth and motor development, emotional security and trust, self-regulation, and foundations for cognitive development so children are prepared for kindergarten.
- e. Ensure teachers of record complete at least two (2) home visits for each family each year and schedule home visits, one in the Fall and one in the Spring.
- f. Ensure teachers of record complete at least two (2) parent conferences each year with each family and schedule conferences, one in the Fall and one in the Spring.
- g. Ensure teachers submit or have posted daily lesson plans aligned with the curriculum. Lesson plans must be readily available for observation by CTL staff, including the Mentor Coach, Education Coordinator, or others. Daily lesson plans include individualized plans for each child, as well as mental health, nutrition, health, and safety activities); documentation of individualization for all children with special needs must be documented and identifiable.

4. Child Assessment and Screeners

FWISD will ensure:

- a. Completion of the Ages and Stages Developmental Questionnaire (ASQ-3) is completed within forty-five (45) days of each child's enrollment.
- b. Completion of Ages and Stages Social-Emotional Questionnaire (ASQ-SE) is completed within forty-five (45) days of each child's enrollment.
- c. Full implementation of a research-based child assessment system for enrolled children.
- d. Maintenance of an up-to-date portfolio on each child that includes anecdotal observations and artifacts showing the developmental progression of each child.

5. Parent and Community Engagement.

FWISD will:

- a. Engage parents and partner with them in the development and education of their children.
- b. Support ongoing communication between Head Start Teachers and collaborating agency counterparts (including teachers, social workers, and health staff), and facilitate coordination of programs.
- c. Help parents and other caregivers understand the importance of family engagement in a child's academic success from Head Start to Kindergarten.
- d. Encourage parents to attend parent meetings, offer opportunities for active participation in shared governance, and participate in Policy Council.
- e. Ensure opportunities for families to volunteer and participate in their child's education.
- f. Encourage families to take part in the family goal-setting process, known as the Family Partnership Agreement, and work with the FAs to help families achieve their goals.
- g. Work with CTL to develop and support a systematic procedure for enhancing kindergarten transition.

6. Health and Nutrition

FWISD will work with the CTL FA and other CTL personnel on the following items to ensure compliance with health and nutrition requirements:

- a. Ensure that immunizations for all enrolled children are kept up to date on an age-appropriate schedule.
- b. Work with the CTL FA and CTL Health Specialist to ensure each child has received a complete physical and oral exam or has scheduled to complete the physical and oral exam at a clinic upon enrollment.

- d. develop and implement a follow-up plan, with assistance from CTL FA and CTL Health Specialist, for any condition identified for treatment from the physical or oral exams.
- e. ensure that treatment plans, with assistance from CTL FA and CTL Health Specialist, (identified at medical and oral exam appointments) will start as soon as possible after identification.
- f. ensure that all enrolled students receive a vision and hearing screening within 45 days of enrollment.
- g. ensure that tooth brushing occurs at least once per day in conjunction with meals for all children with teeth.
- h. ensure sanitary and hygienic tooth brushing practices, including:
 - i. That space and procedures are in place for child toothbrushes to be labeled with first and last names and stored in a sanitary manner that avoids cross-contamination.
 - ii. Classroom staff role model dental hygiene; and
 - iii. Replacement of toothbrushes every three (3) months.
- i. provide nutritious breakfast, lunch, and snacks daily including offering a meal for those children arriving late.
- j. provide all meals, snacks, and beverages to enrolled HS children at no cost to the family.
- k. accommodate medically based diets or other dietary requirements with written directions from the child's health care provider.
- l. ensure that teaching staff and children eat together incorporating family-style features.

6. Mental Health and Services to Children with Disabilities.

FWISD will:

- a. work with the Mental Health and Inclusion Specialist to identify children with special needs who need on-going specialized services.
- b. be available or make staff available for training and technical assistance for children with identified concerns and needs.
- c. ensure a minimum of 10% enrollment opportunities are filled with children with diagnosed disabilities.

SECTION 4.B. CTL RESPONSIBILITIES

The CTL shall comply with and provide in a satisfactory manner services as outlined in the Head Start Program Performance Standards (HSPPS), the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB Circulars and, as applicable, the United States Department of Agriculture (USDA) and the Texas Department of Family and Protective Services (DFPS) Childcare Licensing Regulations.

1. General Provisions

The CTL will:

- a. provide copies of federal Head Start Program Performance Standards (HSPPS) and other federal requirements, Head Start Parent Handbook, and forms and samples of record-keeping systems to ensure compliance

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CTL will:

- a. Provide copies of federal Head Start Program Performance Standards (HSPPS) and other federal requirements, Head Start Parent Handbook, and forms and samples of record-keeping systems to ensure compliance with Head Start guidelines.
- b. Be respectful when making visits, which may be scheduled or unannounced during hours of operation.
- c. Provide the following services to Head Start enrolled children at FWISD campuses in accordance with the Head Start Program Standards:
 - Social Services and case management to families
 - Policy Council coordination
 - Mental Health and Disability Services
 - Health screening and follow-up
 - Special services referral and follow up
 - Parent Engagement activities in partnership with FWISD
- d. Safeguard child and family information, with particular reference to client identifying information, including maintaining confidentiality of oral and written forms of communication.

2. Personnel Requirements and Professional Development

CTL will:

- a. Coordinate the application and enrollment process for Head Start Teacher Assistants requiring a CDA credential or associate degree
- b. Provide training and technical assistance to create Professional Development Plans for all teacher assistants through the Education Coordinator or Mentor Coach.
- c. Develop and implement training based upon mutually agreed schedules.
- d. Verify that FWISD maintains employment applications on file for full-time, part-time, and temporary personnel caring for Head Start enrolled children.
- e. Verify that FWISD has conducted interviews prior to employment, verified the personal and employment references provided by such individuals, and has provided to each employee the requirements of health exams, including screening for tuberculosis and initial employment physical examination
- f. Validate compliance with FWISD personnel requirements as required by Section 4.1 of FWISD Responsibilities
- g. Provide ongoing professional development, technical assistance, and coaching based on regular visits, both scheduled and unannounced, during hours of operation.

3. Compliance with Eligibility, Recruitment, Selection, Attendance and Enrollment (ERSEA)

CTL personnel will work with FWISD personnel to:

and CTL

- c. verify ERSEA compliance on a timely basis via the FA or ERSEA Specialist.
- d. assist families in completing the Head Start eligibility and enrollment paperwork.
- e. Ensure continued compliance, by:
 - i. Reviewing attendance records with Partner staff on a daily basis to help address when attendance drops below 85% and to validate full enrollment on a timely basis.
 - ii. Enter attendance information daily into the Child Plus Tracking system; and
 - iii. Following up with families who are not in attendance and doing Child Plus data entry related to absences.
- f. Respond to questions or concerns in regard to the ERSEA on a timely basis.

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4. Educational Services

The CTL will:

- a. Provide a researched-based curriculum for each HS classroom.
- b. Provide a laptop for each HS classroom (6 total; up to 10 pending number of FWISD classrooms).
- c. Provide staff development on implementing the research-based curriculum.
- d. Provide additional, approved educational materials as identified
- e. Collaborate with the District to ensure teaching staff complete at least two parent conferences and two home visits per year with each family.
- f. Assign an Education Coordinator, Coach, and a Family Advocate to each site.
- g. CTL will provide staff for afterschool/extended day programming.

5. Child Assessment and Screener

The CTL will:

- a. Provide staff development on implementing Ages and Stages Questionnaire (ASQ-3/ASQ/SE)
- b. Provide initial and ongoing training and technical assistance on screenings.

6. Parent and Community Engagement

The CTL will:

- a. Provide support and ongoing communication between Head Start Teachers and collaborating agency counterparts (including teachers, social workers, and health staff), and facilitate coordination of programs.
- b. Encourage parents to attend parent meetings and ensure active participation in shared governance and the

- a. Provide support and ongoing communication between Head Start Teachers and collaborating agency counterparts (including teachers, social workers, and health staff), and facilitate coordination of programs.
- b. Encourage parents to attend parent meetings and ensure active participation in shared governance and the Policy Council.
- c. Encourage and provide opportunities for parents to volunteer in the classrooms.
- d. Encourage families to take part in the family goal-setting process, known as the Family Partnership Agreement
- e. Work with the teachers to support a systematic procedure for transferring, with parental consent, Head Start program records for children to the kindergarten program in which the child will enroll.

7. Health and Nutrition

CTL provides staff to work with the FWISD personnel on the following items to support compliance with health and nutrition requirements.

CTL will:

- a. Work with the parents and FWISD to ensure each child has received a complete physical and oral exam or has scheduled to complete the physical and oral exam at a clinic upon enrollment.
- b. Secure the services of a Registered Dietician or Nutritionist on at least a consultant basis to review all menus and specify the development of acceptable and non-acceptable foods that are both nutritional and culturally sensitive. Menus will be reviewed and approved annually.
- c. Assist with a follow-up plan for any condition identified for treatment from the physical or oral exams.
- d. Assist with timely completion of vision and hearing screening.

8. Mental Health and Inclusion Services

CTL will:

- a. Provide a Mental Health and Inclusion Specialist to assist FWISD in ensuring children and/or families may receive Mental Health consultation or access to other services.
- b. Recruit and identify children, in partnership with FWISD staff, to ensure a minimum of 10% enrollment opportunities are filled with children with diagnosed disabilities.
- c. Work with FWISD staff to conduct outreach to parents and teachers to discuss the educational development and other needs of individual children, including children with special needs.

SECTION 5 Facilities

CTL will:

- a. Conduct the initial baseline assessment of facilities within the first 45 days of HS children attending the

centers and ensure that all necessary corrections are made as soon as possible per the agreed upon improvement plan.

- b. Verify care and inspection of indoor and outdoor premises.
- c. Conduct scheduled and unscheduled health and safety checks.

SECTION 6 Fiscal

CTL will provide financial assistance for expenses related to implementing the Head Start Program Performance Standards, the Head Start Act, and other quality initiatives. Funding is based on the number of students and families served and is contingent upon continued federal funding by the Office of Head Start.

- a. FWISD can seek reimbursement from CTL for Head Start staff employee physicals, at an amount equal to or less than the cost of CTL's preferred provider.
- b. FWISD can seek reimbursement for substitutes for Head Start staff absence or vacancies to ensure ratio and class size requirements.
- c. CTL will collect in-kind documentation monthly from designated FWISD staff. Administrative in-kind will be collected annually i.e. staff salary, benefits, and other donations.

SECTION 7 Program Operations

The Parties will:

- a. Communicate on an ongoing basis to address problems, issues, and concerns and facilitate high-quality outcomes for children and families and serve as the basis for the child's future success in school.
- b. Coordinate and facilitate Quality Improvement Plans (QIPs) and/or Corrective Action Plans (CAPs). Plans will address staff development needs, and corrective actions not compliant with requirements and expectations of Head Start.
- c. Meet regularly to plan and coordinate the partnership and provide coaching to teachers.
- d. Meet regularly to review curriculum plans, classroom environment, and routines.
- e. Immediately notify the other Party of: (1) any reports or complaints from parents or other community members; (2) violations of the code of conduct; (3) Active Supervision Violations; (4) Child Care Licensing violations involving Head Start classrooms; and (5) any impending threat or crisis posing danger to Head Start children and families.

FWISD agrees to:

- a. Employ certified teachers who will deliver research-based curriculum to students dually enrolled in FWISD and CTL Head Start.
- b. Coordinate and provide early learning services for eligible children for a minimum of six (6) hours of instruction per contact day, for no less than 187 instructional days.
- c. Support teachers in attending and obtaining professional development and meetings when required by CTL

or to meet OHS and local requirements.

- d. Allow CTL staff access to participating classrooms.
- e. Work with CTL staff to complete required assessments, screenings, and/or other required items for children and families pursuant to Head Start Performance Standards.
- f. Ensure CTL staff collaborate to ensure all Head Start Program Performance Standards are followed.
- g. Provide daily attendance for children enrolled in the designated Pre-kindergarten/Head Start classroom, by 9:00 am, each instructional contact day.
- h. Provide socialization space on a minimum of 2 campuses for the purposes of educational and engagement activities for families of infants and toddlers.

CTL agrees to:

- a. Ensure qualified children are enrolled in the designated classrooms, meet age requirements by September 1st, and meet other Head Start eligibility requirements.
- b. Coordinate and provide Head Start services in accordance with the FWISD school calendar and approved school schedule.

SECTION 7 EQUIPMENT TRANSFER AND ACCOUNTABILITY

Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 8 LIABILITY AND INDEMNIFICATION

a. Notwithstanding any other provisions of this Agreement, it is understood and agreed by the Parties hereto that The Center for Transforming Lives' obligations under this Agreement are contingent upon the actual receipt of adequate funds to meet obligations hereunder.

b. IT IS EXPRESSLY AGREED AND STIPULATED THAT THE CENTER FOR TRANSFORMING LIVES IS ENTERING INTO AGREEMENT WITH FWISD AND THAT THE CENTER FOR TRANSFORMING LIVES AGREES TO INDEMNIFY AND HOLD FWISD HARMLESS FROM ANY AND ALL COSTS, DAMAGES, LOSSES OR OTHER CLAIMS, INCLUDING DISALLOWED COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCES OR LACK OF PERFORMANCES BY SAID ENTITIES UNDER THIS AGREEMENT CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT OR WILLFUL ACT, OR OMISSION OF THESE ENTITIES, THEIR EMPLOYEES, OFFICERS, AGENTS, SERVANTS OR REPRESENTATIVES OF ANYONE ACTING ON THE ENTITY'S BEHALF IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT PERMITTED BY STATE AND FEDERAL LAWS.

SECTION 9 TERMINATION

- a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
- b. This Agreement may also be terminated at any time upon mutual agreement of the Parties.

SECTION 10 NON-ASSIGNMENT AND SUBCONTRACTING

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

SECTION 10 ORAL AND WRITTEN AGREEMENTS

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

SECTION 11 SIGNATORY CLAUSE

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



By: Carol Klocek, CEO
The Center for Transforming Lives

5/6/2024

Date



By: Heather Hennesey
Director of Early Learning
Fort Worth Independent School District

05.08.2024

Date

By: Dr. Angélica Ramsey
Superintendent
Fort Worth Independent School District

Date



By: Dr. Gracie Guerrero
Associate Superintendent
Fort Worth Independent School District

05/06/2024

Date

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND LISA’S LITTLE ANGELS LEARNING CENTER

BACKGROUND:

For the past five years, Fort Worth ISD (FWISD), has engaged in an Average Daily Attendance (ADA) pass-through based on the student attendance reported daily by Lisa’s Little Angels Learning Center. This agreement is a renewal of the ADA pass-through agreement, intended to create sustainable childcare partnerships between FWISD and the childcare community. The childcare partner employs a certified Pre-Kindergarten teacher for each participating classroom and uses the same curriculum and supporting materials as those in the FWISD schools. The children will be enrolled in the school district’s virtual learning campus to access ADA, which will be passed to the childcare partner to cover a portion of the cost related to high quality Pre-Kindergarten.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding between Fort Worth Independent School District and Lisa’s Little Angels Learning Center
2. Decline to Approve Memorandum of Understanding between Fort Worth Independent School District and Lisa’s Little Angels Learning Center
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and Lisa’s Little Angels Learning Center

FUNDING SOURCE: Additional Details

General Funds 199-11-6299-143

COST:

Not-to-Exceed \$1,000 monthly

VENDOR(S)/PROVIDER(S):

Lisa's Little Angels Learning Center

PURCHASING MECHANISM:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Early Learning Department

RATIONALE:

This partnership will ensure all children receive high quality early learning classroom experiences delivered by certified Pre-Kindergarten teachers in the participating classrooms. By partnering with Lisa's Little Angels Learning Center, FWISD will positively impact the Kindergarten readiness of future FWISD students.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network 3

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LISA’S LITTLE ANGELS LEARNING CENTER
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into by and between the Lisa’s Little Angels Learning Center, and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as FWISD District). FWISD and Lisa’s Little Angels Learning Center may be collectively referred to as the “Parties” or individually as “Party”. The Parties hereto have collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described. The period for performance of this agreement shall be effective commencing **August 13, 2024**, and terminating on **May 23, 2025**.

PURPOSE:

Whereas Lisa’s Little Angels Learning Center and FWISD desire to enter into an agreement in which all Parties will work together to ensure all children receive high quality early learning experiences delivered by certified pre-kindergarten teachers in the participating classrooms. Furthermore, the purpose of this agreement is to expand the number of eligible four-year-old pre-kindergarten students who receive pre-kindergarten instruction and are then kindergarten ready.

Lisa’s Little Angels Learning Center agrees to supply the following documentation no later than **August 13, 2024**:

- Documentation that the Lisa’s Little Angels Learning Center hired one (1) teacher assistant for each of the participating classrooms, including any documentation necessary to demonstrate compliance with Chapter 21 of the Texas Education Code.
- Written confirmation that Lisa’s Little Angels Learning Center agrees to submit daily attendance records to the District’s Early Learning Department by 9:30 am.
- Documentation showing that Lisa’s Little Angels Learning Center is in good standing as a childcare program with Texas Rising Star as a 4-Star program and the Texas licensing at DFPS.

Failure to provide the required documentation by the deadline will make this agreement voidable.

SECTION 1- RESPONSIBILITIES

1.1 FWISD agrees to the following:

1.1.1. Enrollment

- A. Enroll eligible pre-kindergarten children (4 years of age by September 1st of the current year) in the district’s virtual early learning campus to obtain average daily attendance (ADA) throughout the school year.
- B. Provide registration packets (online or paper) and documentation required for families to complete for each child in a participating classroom.
- C. Provide ongoing attendance documentation to obtain average daily attendance (ADA) throughout the school year for participating pre-kindergarten children.

1.1.2 Professional Learning

- A. Provide an early learning expert/coach to conduct in-classroom coaching consisting of four (4) hours per month for Lisa's Little Angels Learning Center's certified pre-kindergarten teachers in the participating classrooms.
- B. Allow Lisa's Little Angels Learning Center pre-kindergarten teaching staff in participating classrooms to attend district professional learning sessions throughout the agreement.

1.1.3 Payment

FWISD will pay Lisa's Little Angels Learning Center a not to exceed the amount of \$1,000.00 monthly reimbursement for supplies.

1.1.4 Staffing

- A. Employ one (1) degreed and certified pre-kindergarten teacher for each participating classroom.
- B. Ensure any vacancy of the certified pre-kindergarten teacher is filled within thirty (30) days.
- C. Permit certified pre-kindergarten teacher to participate in professional learning opportunities provided by FWISD.
- D. Comply with all criminal history background checks as required by law for District employees.

1.1.5 Physical Environment

FWISD will provide developmentally appropriate classroom furniture and/or materials for each included classroom as described in the Texas Pre-Kindergarten Guidelines.

1.2 Lisa's Little Angels Learning Center agrees to the following:

1.2.1 Enrollment

- A. Enroll at least fifteen (15) but no more than twenty-two (22) eligible pre-kindergarten children (4 years of age by September 1st) in each participating classroom as described in Appendix A.
- B. Collect all required documentation in the FWISD enrollment packets for each child in a participating classroom.
- C. Provide at least six (6) hours of cognitive instruction for the 173 instructional school days, per FWISD school calendar.
- D. Submit daily attendance reports to FWISD's Early Learning Department by 9:30 AM each instructional day.
- E. In the event a child drops out of the Lisa's Little Angels Learning Center participating classroom, FWISD will be notified immediately.

1.2.2 Staffing

- A. Employ one (1) teacher assistant for each participating classroom.
- B. Ensure any vacancy of the teacher assistant is filled within thirty (30) days.
- C. Permit the teacher assistant to participate in professional learning opportunities provided by FWISD.
- D. Comply with all criminal history background checks as required by law for Lisa's Little Angels Learning Center employees.

1.2.3 Instructional Practices

- A. Complete the student assessment, CLI Engage Progress Monitoring tool, on all enrolled children in the participating classrooms three (3) times per year.
- B. Implement a research-based curriculum that addresses the Texas Pre-Kindergarten Guidelines such as Creative Curriculum to maximize student outcomes.
- C. Establish a developmentally appropriate classroom environment as described in the Texas Pre-Kindergarten Guidelines with space and materials (include learning centers and whole group area).
- D. Conduct at least two (2) parent-teacher conferences during the school year with the parents of each student enrolled in the participating classrooms.
- E. Provide a report to parents each six-week reporting period, based on the FWISD calendar for reporting.
- F. Permit FWISD staff to observe and evaluate the delivery of instructional practices and services in the classroom. This may include documents and records that are directly related to this such as student assessment data and lesson plans, to ensure adherence to Texas Education Agency (TEA) standards are met.

1.2.4 Reporting Incidents

Current Law (Texas Family Code, Chapter 261, 261.101) requires that professionals such as teachers, doctors, nurses, or childcare workers must make a verbal report within 48 hours of suspected child abuse or neglect. Failure to report suspected child abuse or neglect is a misdemeanor punishable by imprisonment of up to 180 days and/or a fine of up to \$2,000 (Texas Family Code, Chapter 261).

1.2.5 Data Records/Recordkeeping

FWISD is subject to the Texas Public Information Act ("TPIA") as set forth in Texas Government Code Chapter 552 and its limited exceptions. Upon a valid request under the TPIA for information regarding this agreement, FWISD will provide third party notice to Lisa's Little Angels Learning Center but assumes no other liability. It will be the responsibility of Lisa's Little Angels Learning Center to brief the Texas Attorney General on why certain information should be withheld from disclosure.

- A. Lisa's Little Angels Learning Center agrees to collect and provide to FWISD all data and supporting documentation required by the Public Education Information Management System and other provisions of Texas Education Code. These shall include but not be limited to daily attendance, enrollment, demographic, discipline,

special program, student performance, assessments, and staff data.

- B. Lisa's Little Angels Learning Center acknowledges and agrees that FWISD shall have a right of access to any and all employment records of Lisa's Little Angels Learning Center staff who have contact with the eligible children enrolled in the participating classrooms. Lisa's Little Angels Learning Center further agrees to make immediately available to the FWISD such employment records upon request.
- C. As to documents related to this Agreement, and Lisa's Little Angels Learning Center's services under this Agreement, Lisa's Little Angels Learning Center agrees to be subject to the Texas Record Retention laws as set forth in the Texas Government Code and Texas Local Government Code and related schedules for retention. Lisa's Little Angels Learning Center agrees to comply with the requirements of the Texas Record Retention Laws and understands the FWISD shall only be responsible for maintaining and retaining records within its possession.

1.2.6 Payments

- A. Lisa's Little Angels Learning Center shall submit an invoice for payment each month August 2024 through May 2025 between the 1st and the 5th business day for the previous month. The payment in the sum of not to exceed \$1,000.00 is the monthly reimbursement for supplies. Such invoices will include an itemized listing of all supplies purchased under this MOU.
- B. Lisa's Little Angels Learning Center will provide full-day (6 hours) pre-kindergarten education services to identified eligible children on a tuition-free basis and may not charge parents during the six (6) hours of the school day paid by FWISD as agreed upon in this Agreement.

SECTION 2- LIABILITY AND INDEMNIFICATION:

- 2.1** Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that Lisa's Little Angels Learning Center obligations under this agreement are contingent upon actual receipt of required documentation to meet obligations hereunder.
- 2.2** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LISA'S LITTLE ANGEL LEARNING CENTER MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS FWISD, 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 LISA'S LITTLE ANGEL LEARNING CENTER, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LISA'S LITTLE ANGEL LEARNING CENTER OR ANYONE THAT LISA'S LITTLE ANGEL LEARNING CENTER CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

SECTION 3- TERMINATION:

- 3.1** Either Party may terminate this Agreement upon sixty (60) day written notice to the other Party.

3.2 This Agreement may also be terminated at any time upon mutual agreement of the Parties.

3.3 Section 2 of this Agreement will survive termination of this Agreement.

SECTION 4- NON-ASSIGNMENT AND SUBCONTRACTING:

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

SECTION 5- ORAL AND WRITTEN AGREEMENTS:

5.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that was made prior to the execution of this Agreement have been reduced to writing and are contained herein.

5.2 Any alterations, additions, or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

SECTION 6- GOVERNING LAW AND VENUE:

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

SECTION 7- NON-APPROPRIATION:

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.

SECTION 8 – INSURANCE

8.1 At all times during the Term, the Lisa's Little Angels must, 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 according to the A.M. Best Rating Guide and acceptable to the district, the following types of insurance:

A. Commercial General Liability Insurance: The Lisa's Little Angels must maintain throughout the term of this Agreement Commercial General Liability Insurance for bodily injury and property damage arising from the Lisa's Little Angels 's services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the district as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will 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 Lisa's Little Angels , its employees, agents, representatives or contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury \$500,000.00 combined single limits

Property Damage \$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury \$1,000,000.00 combined single limits

Property Damage \$2,000,000.00 aggregate

B. Automobile Liability Insurance: The Lisa's Little Angels Learning Center must maintain in force throughout the term of this Agreement, comprehensive Automobile Liability Insurance covering the Lisa's Little Angels 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 must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

C. Workers' Compensation/Employers' Liability: The Lisa's Little Angels Learning Center shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet 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. Self-insurance is not acceptable.

D. Professional Liability Insurance: The Professional Liability Insurance provided by the Lisa's Little Angels Lisa's Little Angels Learning Center must conform to the following requirements:

.The Lisa's Little Angels Learning Center Professional Liability Insurance must be in a form acceptable to the district and must cover those sources of liability typically insured by a 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 are part of this Agreement.

.If on a claims-made basis, the Lisa's Little Angels Learning Center must maintain, without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.

The minimum limits to be maintained by the Lisa's Little Angels Learning Center are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

E. Umbrella Insurance Policy: The Lisa's Little Angels must maintain throughout the term of this Agreement an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

8.2 Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the district in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal, or modification to the Lisa's Little Angels Learning Center Policy(ies) required under this Agreement.

8.3 Upon District's request, the Lisa's Little Angels must furnish the district with certificates of insurance evidencing the Lisa's Little Angels Learning Center insurance coverage is consistent with the terms of this Agreement. The Lisa's Little Angels Learning Center must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the district may terminate this agreement without further liability to Lisa's Little Angels Learning Center. Additionally, the Lisa's Little Angels Learning Center must be liable to the district for any and all damages incurred due to Lisa's Little Angels Learning Center ' failure to perform the agreement terms. The Lisa's Little Angels Learning Center must name the district as an additional insured.

SECTION 9 - MISCELLANEOUS

9.1. Credentials. In the event that this Agreement is for Professional Services, Lisa's Little Angels Learning Center agrees that all required certifications, licensures, and credentials will be maintained at all times.

9.2. Conflict of Interest. Lisa's Little Angels Learning Center, by signing this Agreement, certifies that it does not have a conflict of interest relative to the services to be rendered on behalf of the district.

9.3 Confidentiality. Lisa's Little Angels Learning Center further understands that it is serving as a fiduciary of the district and hereby agrees not to 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"), Lisa's Little Angels Learning Center 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.

9.4 Proprietary Rights. With the exception of previously registered copyright or trademark materials of Lisa's Little Angels Learning Center, Lisa's Little Angels Learning Center agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by Lisa's Little Angels Learning Center or any other Party related to Lisa's Little Angels Learning Center without the express prior written consent of the District. Furthermore, Lisa's Little Angels Learning Center understands that products produced as a result

of this Agreement are the sole property of the district and may be reused by the district at any time without further compensation and without any restrictions.

9.5 Independent Contractor. It is expressly understood and agreed by both Parties that the district is contracting with Lisa's Little Angels Learning Center as an independent contractor. Each Party and the officers, employees, agents, subcontractors, or other contractors thereof will not be deemed by virtue of this Agreement 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 an employer is required to deduct, as this is the responsibility of Lisa's Little Angels Learning Center.

9.6 Hold Harmless. The district and its employees can neither agree to hold Lisa's Little Angels Learning Center harmless nor agree to indemnify Lisa's Little Angels Learning Center, and any contracts or provisions to the contrary are void.

9.7 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 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 must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

9.8 Non-Discrimination. Lisa's Little Angels Learning Center 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 categories.

9.9 Boycott Israel. Pursuant to Texas Government Code § 2271.002, to the extent that Lisa's Little Angels Learning Center and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Lisa's Little Angels Learning Center and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Agreement.

9.10 Anti-Terrorism. Pursuant to Texas Government Code § 2252.152, the district is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Lisa's Little Angels Learning Center affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.

9.11 Retention of Contracting Information. Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Lisa's Little Angels Learning Center agrees that the Agreement may be terminated if Lisa's Little Angels Learning Center knowingly or intentionally fails to comply with a requirement of that subchapter.

9.12 Alternative Dispute Resolution. Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.

9.13 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 Lisa's Little Angels Learning Center and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by Lisa's Little Angels Learning Center to the District's Request for Proposals, if any. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Lisa's Little Angels

Learning Center.

9.14 Binding Effect. This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.

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

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

9.17 Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this Agreement 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.

9.18 Notice. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must 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:

9.18.1 To District:

Fort Worth Independent School District
Olayinka Moore-Ojo, Executive Director of Early Learning
1050 Bridgewood Drive, Suite 125
Fort Worth, TX 76112

9.18.2 With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr., Ste. NE 226

9.18.3. To Lisa's Little Angels Learning Center

Lisa's Little Angels Learning Center
2714 Stalcup Rd.
Fort Worth, TX 76119

9.19 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

9.20 Prohibition on Contracts with Companies That Discriminate Against Firearm And Ammunition Industries. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

ELECTRONIC SIGNATURE

The Parties here 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 of the Agreement above, the Board of Education of the Fort Worth Independent School District and Lisa’s Little Angels Learning Center, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.

Lisa McDaniel

4/24/2024

By: Lisa McDaniel
Lisa’s Little Angels Learning Center

Date

Heather Hennesey

04.24.2024

By: Heather Hennesey
Director of Early Learning,
Fort Worth Independent School District

Date

AA
05/27/2024

By: Dr. Angelica Ramsey
Superintendent,
Fort Worth Independent School District

Date

A. Guerrero

4/24/2024

By: Dr. Gracie Guerrero
Associate Superintendent,
Fort Worth Independent School District

Date

Appendix A: Criteria for Eligibility for Pre-Kindergarten

To be eligible for enrollment in a free Pre-Kindergarten class, a child must be at four years of age on or before September 1 of the current school year. At least three years of age on or before September 1 of the current school year (if a 3-year-old program is available) or and meet at least one of the following eligibility requirements:

- Unable to speak and comprehend the English language.
- Is educationally disadvantaged (eligible to participate in the national school lunch program... guidelines about NSLP eligibility can be found in sections 4 and 6 of the Texas Department of Agriculture’s Administrators Reference Manual)
- is homeless, as defined by 42 USC, §11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child.
- is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority.
- is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty.
- is or has ever been in the conservatorship of the Texas Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code §262.201.
- is the child of a person eligible for the Star of Texas Award as:
 - a peace officer under Texas Government Code §3106.002,
 - a firefighter under Texas Government Code §3106.003
 - an emergency medical first responder under Texas Government Code §3106.004

*** These guidelines are based on 130% (free) of the federal poverty guidelines and are effective July 1, 2024 – June 30, 2025**

FWISD Income Guidelines

Size	Annual	Monthly	Every 2 Weeks	Weekly
2	\$26,572.00	\$2,215.00	\$1,022.00	\$511.00
3	\$33,566.00	\$2,798.00	\$1,291.00	\$646.00
4	\$40,560.00	\$3,380.00	\$1,560.00	\$780.00
5	\$47,554.00	\$3,963.00	\$1,829.00	\$915.00
6	\$54,548.00	\$4,546.00	\$2,098.00	\$1,049.00
7	\$61,542.00	\$5,129.00	\$2,367.00	\$1,184.00
8	\$68,536.00	\$5,712.00	\$2,636.00	\$1,318.00
Each additional household member	+ \$ 6,994	+ \$ 583	+ \$ 269	\$135.00

APPENDIX B: Documentation Requirements for Enrollment

The Lisa's Little Angels Learning Center must collect the following from all families that have a child in the participating classroom.

~ Student's proof of age and identity:

- Birth Certificate
- Statement of the child's date of birth issued for school admission purposes by the Vital Statistics Section of the Texas Department of State Health Services
- Passport
- Hospital birth record
- Adoption records

– Proof of Income:

- Pay stub dated during most recent month.
- Notarized letter from employer on company letterhead
- Medicaid Award Letter
- Food Stamp Award Letter
- SSI Award Letter
- TANF Award Letter

– Guardian Information: (Parent ID must match parent name on birth certificate or guardian must provide guardianship paperwork)

- State-issued photo ID
- Driver's license
- Military ID
- Passport

– Proof of Address

- Utility Bill
- Lease Agreement

– Home Language Survey (included in registration packet)

APPENDIX C: Approved Curriculum

TEA Approved Pre-Kindergarten Curriculum List

- ✓ Creative Curriculum
- ✓ Texas DLM Early Childhood Express
- ✓ Opening the World of Learning: Texas Comprehensive Pre-K
- ✓ Big Day for Pre-L: Texas Program
- ✓ Teaching Strategies System for Pre-K, Texas edition

TEA web pages:

<https://tea.texas.gov/WorkArea/DownloadAsset.aspx?id=51539621161>

<https://tea.texas.gov/curriculum/teks/> (see TEKS-Related Documents: Pre-Kindergarten Guideline

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND YMCA OF METROPOLITAN FORT WORTH

BACKGROUND:

For the past six (6) years, Fort Worth ISD (FWISD) has engaged in an Average Daily Attendance (ADA) pass-through based on the student attendance reported daily by the YMCA of Metropolitan Fort Worth. This Memorandum of Understanding (MOU) is a renewal of the ADA pass-through agreement, intended to create sustainable partnership between YMCA of Metropolitan Fort Worth and FWISD. The YMCA of Metropolitan Fort Worth employs a certified Pre-Kindergarten Teacher and uses the same curriculum and supporting materials as those in the FWISD schools. ADA will be passed to the YMCA of Metropolitan Fort Worth to cover a portion of the cost related to high quality Pre-Kindergarten.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding between Fort Worth Independent School District and YMCA of Metropolitan Fort Worth
2. Decline to Approve Memorandum of Understanding between Fort Worth Independent School District and YMCA of Metropolitan Fort Worth
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and YMCA of Metropolitan Fort Worth

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Funds	199-11-6299-143

COST:

Not-to-Exceed \$140,000

VENDOR(S)/PROVIDER(S):

YMCA of Metropolitan Fort Worth

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation Solicitation/Proposal

FWISD Solicitation Number: 22-082

The above solicitation/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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Early Learning Department

RATIONALE:

This partnership will ensure all children receive high quality Early Learning classroom experience delivered by certified Pre-Kindergarten Teacher in the participating classrooms. By partnering with the YMCA of Metropolitan Fort Worth, FWISD will positively impact the Pre-Kindergarten readiness of future FWISD students.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network 3

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YMCA OF METROPOLITAN FORT WORTH
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into by and between the YMCA of Metropolitan Fort Worth (hereinafter referred to as YMCA), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as FWISD District). FWISD and YMCA may be collectively referred to as the “Parties” or individually as “Party”. The Parties hereto have collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described. The period for performance of this agreement shall be effective commencing **August 13, 2024**, and terminating on **June 20, 2025**.

PURPOSE:

Whereas the YMCA and FWISD desire to enter into an agreement in which all Parties will work together to ensure all children receive high quality early learning experiences delivered by certified Pre-Kindergarten teachers in the participating classrooms.

The YMCA agrees to supply the following documentation no later than **August 13, 2024**:

- Documentation that the YMCA has hired one (1) certified teacher for each of the participating classrooms, including any documentation necessary to demonstrate compliance with Chapter 21 of the Texas Education Code.
- Written confirmation that the YMCA agrees to submit daily attendance records to the District’s Early Learning Department by 9:30 am.
- Documentation showing that the YMCA is in good standing as a childcare program with Texas Rising Star as a 4-Star program and the Texas licensing at DFPS.

Failure to provide the required documentation by the deadline will make this agreement voidable.

SECTION 1- RESPONSIBILITIES

1.1 FWISD agrees to the following:

1.1.1 Enrollment

- A. Enroll eligible Pre-Kindergarten children (3 to 4 years of age by September 1st of the current year) in the district’s virtual early learning campus to obtain average daily attendance (ADA) throughout the school year.
- B. Provide registration packets (paper) and documentation required for families to complete for each child in a participating classroom.
- C. Provide ongoing attendance documentation to obtain average daily attendance (ADA) throughout the school year for participating pre-kindergarten children.

1.1.2 Professional Learning

- A. Provide an early learning expert/coach to conduct in-classroom coaching consisting of four (4) hours per month for the YMCA’s certified Pre-Kindergarten teachers in the participating classrooms.

- B. Allow YMCA Pre-Kindergarten teaching staff in participating classrooms to attend district professional learning sessions throughout the agreement.

1.1.3 Payment

FWISD will pay the YMCA 80% of the allotted ADA for each eligible Pre-Kindergarten child in the participating classrooms based on monthly invoices and documentation of attendance. The payment to the YMCA is made to offset costs of the certified teacher salary. At no point will the total payments from FWISD to YMCA under this agreement exceed \$150,000.00.

1.2 YMCA agrees to the following:

1.2.1 Enrollment

- A. Enroll at least fifteen (15) but no more than twenty-five (25) eligible Pre-Kindergarten children (3 to 4 years of age by September 1st) in each participating classroom as described in Appendix A.
- B. Collect all required documentation in the FWISD enrollment packets for each child in a participating classroom.
- C. Provide at least three (3) hours of cognitive instruction for the 182 instructional school days, per FWISD school calendar.
- D. Submit daily attendance reports to FWISD's Early Learning Department by 9:30 AM each instructional day.
- E. In the event a child drops out of the YMCA participating classroom, FWISD will be notified immediately.

1.2.2 Staffing

- A. Employ one (1) degreed and certified Pre-Kindergarten teacher for each participating classroom.
- B. Ensure any vacancy of the certified Pre-Kindergarten teacher is filled within thirty (30) days.
- C. Permit certified Pre-Kindergarten teacher to participate in professional learning opportunities provided by FWISD.
- D. Comply with all criminal history background checks as required by law for District and YMCA employees.

1.2.3 Instructional Practices

- A. Complete the student assessment, CLI Engage Progress Monitoring tool, on all enrolled children in the participating classrooms three (3) times per year.
- B. Implement a research-based curriculum that addresses the Texas Pre-Kindergarten Guidelines such as Creative Curriculum to maximize student outcomes. Additional acceptable curricula are listed in Appendix C.
- C. Establish a developmentally appropriate classroom environment as described in the Texas Pre-Kindergarten Guidelines with space and materials (include learning centers and whole group area).
- D. Conduct at least two (2) parent-teacher conferences during the school year with the parents of each student enrolled in the participating classrooms.
- E. Using Teaching Strategies' GOLD Observational Assessment System, provide a report to parents each six-week reporting period, based on the FWISD calendar for reporting.
- F. Permit FWISD staff to observe and evaluate the delivery of instructional practices and services in the classroom. This may include documents and records that are directly related to this such as student assessment data and lesson plans, to ensure adherence to Texas Education Agency (TEA) standards are met.

1.2.4 Reporting Incidents

Current Law (Texas Family Code, Chapter 261, 261.101) requires that professionals such as teachers, doctors, nurses, or childcare workers must make a verbal report within 48 hours of suspected child abuse or neglect. Failure to report suspected child abuse or neglect is a misdemeanor punishable by imprisonment of up to 180 days and/or a fine of up to \$2,000 (Texas Family Code, Chapter 261).

1.2.5 Data Records/Recordkeeping

FWISD is subject to the Texas Public Information Act ("TPIA") as set forth in Texas Government Code Chapter 552 and its limited exceptions. upon a valid request under the TPIA for information regarding this agreement. FWISD will provide third party notice to the YMCA but assumes no other liability. It will be the responsibility of the YMCA to brief the Texas Attorney General on why certain information should be withheld from disclosure.

- A. The YMCA agrees to collect and provide to FWISD all data and supporting documentation required by the Public Education Information Management System and other provisions of Texas Education Code. These shall include but not be limited to daily attendance, enrollment, demographic, discipline, special program, student performance, assessments, and staff data.
- B. The YMCA acknowledges and agrees that FWISD shall have a right of access to all employment records of the YMCA's staff who have contact with the eligible children enrolled in the participating classrooms. The YMCA further agrees to make immediately available to the FWISD such employment records upon request.
- C. As to documents related to this Agreement, and the YMCA's services under this Agreement, the YMCA agrees to be subject to the Texas Record Retention laws as set forth in the Texas Government Code and Texas Local Government Code and related schedules for retention. The YMCA agrees to comply with the requirements of the Texas Record Retention Laws and understands the FWISD shall only be responsible for maintaining and retaining records within its possession.

1.2.6 Payments

- A. YMCA shall submit an invoice for payment each month between the 1st and the 5th business day for the previous month's ADA to the Early Learning Department. Formula for total will be disseminated after documentation of eligibility criteria collected, which will be the basis for the ADA (i.e., bilingual, income, foster, and military may receive additional funds).
- B. The YMCA will provide half-day (3 hours) Pre-Kindergarten education services to identified eligible children on a tuition-free basis and may not charge parents during the three (3) hours of the school day paid by FWISD as agreed upon in this Agreement.

SECTION 2- LIABILITY AND INDEMNIFICATION:

- 2.1 Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the YMCA obligations under this agreement are contingent upon actual receipt of required documentation to meet obligations hereunder.

- 2.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE YMCA MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS FWISD, 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 YMCA, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE YMCA OR ANYONE THAT THE YMCA CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

SECTION 3- TERMINATION:

- 3.1 Either Party may terminate this Agreement upon sixty (60) day written notice to the other Party.
3.2 This Agreement may also be terminated at any time upon mutual agreement of the Parties.
3.3 Section 2 of this Agreement will survive termination of this Agreement.

SECTION 4- NON-ASSIGNMENT AND SUBCONTRACTING:

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

SECTION 5- ORAL AND WRITTEN AGREEMENTS:

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

SECTION 6- GOVERNING LAW AND VENUE:

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

SECTION 7- NON-APPROPRIATION:

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.

SECTION 8 – INSURANCE

- 8.1 At all times during the Term, the YMCA must, at its sole cost and expense, procure and maintaining 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 according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

A. **Commercial General Liability Insurance:** The YMCA must maintain throughout the term of this Agreement Commercial General Liability Insurance for bodily injury and property damage arising from the YMCA's services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will 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 YMCA, its employees, agents, representatives or contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk - jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury - \$500,000.00 combined single limits

Property Damage - \$1,000,000.00 aggregate

Class D Risk - large construction or service contracts above \$3,000,000.00.

Bodily Injury - 1,000,000.00 combined single limits

Property Damage \$2,000,000.00 aggregate

B. **Automobile Liability Insurance:** The YMCA must maintain in force throughout the term of this Agreement, comprehensive Automobile Liability Insurance covering the YMCA 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 must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

C. **Workers' Compensation/Employers' Liability:** The YMCA shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet 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. Self-insurance is not acceptable.

D. **Professional Liability Insurance:** The Professional Liability Insurance provided by the YMCA must conform to the following requirements:

- The YMCA's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a 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 are part of this Agreement.
- If on a claims-made basis, the YMCA must maintain, without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.

The minimum limits to be maintained by the YMCA are, as follows:

Class C Risk - for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk - for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

E. **Umbrella Insurance Policy:** The YMCA must maintain throughout the term of this Agreement an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk - for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk - for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

8.1 Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the YMCA's Policy(ies) required under this Agreement.

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

SECTION 9 - MISCELLANEOUS

9.1. **Credentials.** In the event that this Agreement is for Professional Services, the YMCA agrees that all required certifications, licensures, and credentials will be maintained at all times.

9.2. **Conflict of Interest.** The YMCA, by signing this Agreement, certifies that it does not have a conflict of interest relative to the services to be rendered on behalf of the District.

9.3 **Confidentiality.** The YMCA further understands that it is serving as a fiduciary of the District and hereby agrees not to 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"), the YMCA 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.

9.4 **Proprietary Rights.** With the exception of previously registered copyright or trademark materials of the YMCA, the YMCA agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by the YMCA or any other Party related to the YMCA without the express prior written consent of the District. Furthermore, the YMCA understands that products produced as a result of this Agreement are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.

9.5 **Independent Contractor.** It is expressly understood and agreed by both Parties that the District is contracting with the YMCA as an independent contractor. Each Party and the officers, employees, agents, subcontractors, or other contractors thereof will not be deemed by virtue of this Agreement 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 an employer is required to deduct, as this is the responsibility of the YMCA.

9.6 **Hold Harmless.** The District and its employees can neither agree to hold the YMCA harmless nor agree to indemnify the YMCA, and any contracts or provisions to the contrary are void.

9.7 **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 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 must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

9.7 **Non-Discrimination.** The YMCA 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 categories.

9.8 **Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that YMCA and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, YMCA and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Agreement.

9.9. **Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, YMCA affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.

9.10. **Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the YMCA agrees that the Agreement may be terminated if the YMCA knowingly or intentionally fails to comply with a requirement of that subchapter.

9.11 **Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.

9.12. **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 YMCA and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by YMCA to the District's Request for Proposals, if any. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and YMCA.

9.13 **Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.

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

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

9.16 **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this Agreement 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.

9.17. **Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must 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:

9.17.1. To District:

Fort Worth Independent School District
Olayinka Moore-Ojo, Executive Director, Early Learning
1050 Bridgewood Drive, Suite 125
Fort Worth, TX 76112

9.17.2 With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

9.17.3. To YMCA:

YMCA Metropolitan Fort Worth
Mike Brown, Chief Executive Officer
512 Lamar Street
Fort Worth, TX 76102

9.18 Prohibition On Contracts with Companies Boycotting Certain Energy Companies. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

9.19 Prohibition On Contracts with Companies That Discriminate Against Firearm And Ammunition Industries. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

ELECTRONIC SIGNATURE

The Parties here 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 of the Agreement above, the Board of Education of the Fort Worth Independent School District and the YMCA, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.



By: Mike Brown, Chief Executive Officer
YMCA of Metropolitan Fort Worth

5-2-24

Date

5/17/2024

By: Dr. Angélica M. Ramsey
Superintendent
Fort Worth Independent School District

Date



By: Heather Hennesey
Director, Early Learning
Fort Worth Independent School District

05.08.2024

Date



By: Dr. Gracie Guerrero
Associate Superintendent
Fort Worth Independent School District

05/03/2024

Date

Appendix A: Criteria for Eligibility for Pre-Kindergarten

To be eligible for enrollment in a free Pre-Kindergarten class, a child must be at four years of age on or before September 1 of the current school year. At least three years of age on or before September 1 of the current school year (if a 3-year-old program is available) or and meet at least one of the following eligibility requirements:

- Unable to speak and comprehend the English language.
- Is educationally disadvantaged (eligible to participate in the national school lunch program... guidelines about NSLP eligibility can be found in sections 4 and 6 of the Texas Department of Agriculture’s Administrators Reference Manual)
- is homeless, as defined by 42 USC, §11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child.
- is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority.
- is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty.
- is or has ever been in the conservatorship of the Texas Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code §262.201.
- is the child of a person eligible for the Star of Texas Award as:
 - a peace officer under Texas Government Code §3106.002,
 - a firefighter under Texas Government Code §3106.003
 - an emergency medical first responder under Texas Government Code §3106.004

FWISD Income Guidelines

Size	Annual	Monthly	Every 2 Weeks	Weekly
2	\$26,572.00	\$2,215.00	\$1,022.00	\$511.00
3	\$33,566.00	\$2,798.00	\$1,291.00	\$646.00
4	\$40,560.00	\$3,380.00	\$1,560.00	\$780.00
5	\$47,554.00	\$3,963.00	\$1,829.00	\$915.00
6	\$54,548.00	\$4,546.00	\$2,098.00	\$1,049.00
7	\$61,542.00	\$5,129.00	\$2,367.00	\$1,184.00
8	\$68,536.00	\$5,712.00	\$2,636.00	\$1,318.00
Each additional household member	+ \$ 6,994	+ \$ 583	+ \$ 269	\$135.00

***These guidelines are based on 130% (free) of the federal poverty guidelines and are effective July 1, 2024 – June 30, 2025**

APPENDIX B: Documentation Requirements for Enrollment

The YMCA must collect the following from all families that have a child in the participating classroom:

- Student's proof of age and identity:
 - Birth Certificate
 - Statement of the child's date of birth issued for school admission purposes by the Vital Statistics Section of the Texas Department of State Health Services
 - Passport
 - Hospital birth record
 - Adoption records

- Proof of Income:
 - Pay stub dated during most recent month.
 - Notarized letter from employer on company letterhead
 - Medicaid Award Letter
 - Food Stamp Award Letter
 - SSI Award Letter
 - TANF Award Letter

- Guardian Information: (Parent ID must match parent name on birth certificate or guardian must provide guardianship paperwork)
 - State-issued photo ID
 - Driver's license
 - Military ID
 - Passport

- Proof of Address
 - Utility Bill
 - Lease Agreement

- Home Language Survey (included in registration packet)

APPENDIX C: Approved Curriculum

TEA Approved Pre-Kindergarten Curriculum List

- ✓ Creative Curriculum
- ✓ Texas DLM Early Childhood Express
- ✓ Opening the World of Learning: Texas Comprehensive Pre-K
- ✓ Big Day for Pre-L: Texas Program
- ✓ Teaching Strategies System for Pre-K, Texas edition

TEA web pages:

<https://tea.texas.gov/WorkArea/DownloadAsset.aspx?id=51539621161>

<https://tea.texas.gov/curriculum/teks/> (see TEKS-Related Documents: Pre-Kindergarten Guidelines)

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

**TOPIC: APPROVE THE RATIFICATION FOR PROFESSIONAL
DEVELOPMENT FOR EARLY LEARNING PRE-KINDERGARTEN PROGRAM**

BACKGROUND:

On April 27, 2021, the Board approved the adoption for Instructional Materials for Pre-Kindergarten Curriculum, which included two years of Professional Development at no cost to the district. On June 27, 2023, the Board approved the purchase of the Pre-K 3 Curriculum for the 2023-2024 school year. The Professional Development is an extension of the Curriculum and should be included for both training and coaching support to develop knowledge and skills of Teachers, Teaching Assistants, and Campus Administrators with additional Getting Started with Gold Training for August 2023. On December 12, 2023, the board was presented for their approval of Professional Development for Pre-Kindergarten Teachers, Teaching Assistants, and Campus Administrators for the following dates June 2023 through October 2023. The need for this approval of the Ratification is to pay the difference of the invoice that did not include the August 8, 2023 Professional Development Training provided to Teachers, and Teaching Assistants on this day.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve the Ratification for Professional Development for Early Learning Pre-Kindergarten Program
2. Decline to Approve the Ratification for Professional Development for Early Learning Pre-Kindergarten Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Ratification for Professional Development for Early Learning Pre-Kindergarten Program

FUNDING SOURCE: *Additional Details*

General Fund

199-11-6299-074-143

COST:

\$ 5,242.50

VENDOR(S)/PROVIDER(S):

Teaching Strategies

PURCHASING MECHANISM:

Competitive Solicitation

Fort Worth ISD RFP Number: 21-083-K

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Wide Pre-Kindergarten Teachers, Teacher Assistants, and Campus Administrators.

RATIONALE:

The purpose of the Ratification is to purchase Professional Development for Pre-K 3 and Pre-Kindergarten Curriculum to directly prioritize classroom instruction and to support campus. Teachers, Teacher Assistants, and Campus Administrators during the 2023-2024 school year. During the original curriculum purchase, Professional Development services were included, at no additional cost to the district, for the first two years of the adoption. We are now in the third year of the adoption and Professional Development will need to be purchased annually with additional Getting Started with Gold Training for August 2023.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Network 3

FIRST CONSULTANT SERVICE CONTRACT ADDENDUM

This First Consultant Service Contract Addendum ("Addendum") is made a part of the Consultant Service Contract ("Contract") dated December 14, 2023, between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Teaching Strategies ("Consultant"), acting by and through its duly authorized representative. The District and Consultant will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Contract outlined below. As stated in Subsection 8.19 the Contract, Entire Agreement Modifications: "This agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Contractor." These additions shall be valid as if part of the original contract.

Subsection 3.1 of the Contract is hereby amended to reflect a change in the compensation of the Consultant from an amount NOT TO EXCEED \$ 45,435.00 to an amount NOT TO EXCEED \$50,677.50, an increase of \$5,242.50. As such, Subsection 3.1 of the Contract shall be amended to read, as follows:

3.1. As full compensation for the services provided, District will make payment following satisfactory completion of services in an amount **NOT TO EXCEED \$50,677.50**, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

FIXED FEE of \$50,677.50, See Attached Exhibit A for rates plus reimbursable expenses of \$0.00 for a **total contract amount** of \$ 50,677.50.

Additionally, Exhibit A-1, attached, is hereby added and incorporated into Exhibit A. No other terms or conditions of the Contract are negated or changed as a result of this Addendum.

FOR DISTRICT:

Signed: Olayinka Moore-Ojo
Name: Olayinka Moore-Ojo
Title: Executive Director of Early Learning
Date: 04.18.2024

FOR CONTRACTOR:

Signed: Thomas Yamamoto
Name: Thomas Yamamoto
Title: General Counsel
Date: 4/18/2024

SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed: _____
Dr. Angélica M. Ramsey
Superintendent of Schools
Date: _____

APPROVED AS TO FORM:

Signed: [Signature]
Date: 05/14/2024

Product Summary:	Sales Price:	Date of Training:
Introduction to the Creative Curriculum for Texas (2-Days)	\$6,990.00	June 6 and June 7, 2023
Introduction to the Creative Curriculum for Texas (2-Days)	\$6,990.00	July 26 and July 27, 2023
Introduction to the Creative Curriculum for Texas (1-Day) and Getting Started with GOLD	\$20,970.00	August 8, 2023
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	September 12, 2023
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	October 10, 2023
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	November 14, 2023 Training got Cancel waiting on Board Approval.
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	December 12, 2023
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	January 9, 2024
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	February 13, 2024
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	March 5, 2024
Introduction to the Creative Curriculum for Texas (1-Day)	\$1,747.50	April 9, 2024
Introduction to the Creative Curriculum for Texas (Campus Administrators Lunch and Learn)	\$3,495.00	May 2024
Grand Total:	\$ 50,677.50	

Ft Worth PD Sessions

As of 2024-02-20 12:57:46 Eastern Standard Time/EST - Generated by Kathy Loeffler

Filtered By

Show: All pd sessions

Session Start Date greater or equal 6/1/2023

Account: Account Name equals Fort Worth Independent School District

Status equals Training Completed

Account: Account Name	PD Project Session	Session Start Date	Session End Date	PD Cost
Fort Worth Independent School District	PDS-40166	8/8/2023	8/8/2023	\$3,495
Fort Worth Independent School District	PDS-40175	7/26/2023	7/27/2023	\$6,990
Fort Worth Independent School District	PDS-40176	6/6/2023	6/7/2023	\$6,990
Fort Worth Independent School District	PDS-40874	8/8/2023	8/8/2023	\$3,495
Fort Worth Independent School District	PDS-41883	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-41884	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-41885	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-41886	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-42070	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-42071	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-42247	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-42248	8/8/2023	8/8/2023	\$1,747.50
Fort Worth Independent School District	PDS-43043	10/10/2023	10/10/2023	\$1,747.50
Fort Worth Independent School District	PDS-43046	12/13/2023	12/13/2023	\$1,747.50
Fort Worth Independent School District	PDS-43047	1/9/2024	1/9/2024	\$1,747.50
Fort Worth Independent School District	PDS-43049	9/12/2023	9/12/2023	\$1,747.50
Fort Worth Independent School District	PDS-44422	2/13/2024	2/13/2024	\$1,747.50
Fort Worth Independent School District	PDS-43044	3/5/24	3/5/24	\$1,747.50
Fort Worth Independent School District	PDS-43048	4/9/24	4/9/24	\$1,747.50
Fort Worth Independent School District	PDS-43050	4/9/24	4/9/24	\$3,495.00
Total	Count	19		\$50,677.50

Training Topic (no QL)	Trainer Name
Introduction to The Creative Curriculum® for Texas (1-Day) On-site	Kimberly Witte
Introduction to The Creative Curriculum® for Texas (2-Days) On-site	Jenna Moszkowicz
Introduction to The Creative Curriculum® for Texas (2-Days) On-site	Jenna Moszkowicz
The Creative Curriculum® for Preschool: An Introduction to Fidelity of Implementation (1-Day) On-site	Jennifer Bucheral
Getting Started With GOLD® (3 Hours) On-site	Tanya Winters
Getting Started With GOLD® (3 Hours) On-site	Tanya Winters
Getting Started With GOLD® (3 Hours) On-site	Lisa Robinson
Getting Started With GOLD® (3 Hours) On-site	Lisa Robinson
Getting Started With GOLD® (3 Hours) On-site	Addie Taylor
Getting Started With GOLD® (3 Hours) On-site	Addie Taylor
Getting Started With GOLD® (3 Hours) On-site	Lee Pollak
Getting Started With GOLD® (3 Hours) On-site	Lee Pollak
Custom Professional Development Session (3-Hours) On-site	Jenna Moszkowicz
Custom Professional Development Session (3-Hours) On-site	Jenna Moszkowicz
Custom Professional Development Session (3-Hours) On-site	Jenna Moszkowicz
Custom Professional Development Session (3-Hours) On-site	Jenna Moszkowicz
Custom Professional Development Session (3-Hours) On-site	Jenna Moszkowicz
Custom Professional Development Session (3-Hours) On-site	
Custom Professional Development Session (3-Hours) On-site	
Lunch & Learn Introduction to The Creative Curriculum® for Texas (1-Day) On-site	

MEMORANDUM

Olayinka Moore-Ojo *OMO*

Executive Director of Early Learning

1050 Bridgewood Drive, Fort Worth, Texas 76112

OFFICE 817-814-2450

www.fwisd.org



Fort Worth
INDEPENDENT SCHOOL DISTRICT

ACTION REQUIRED

To: Kelly Lewis, Executive Director of Procurement
Date: February 13, 2024
Re: ATF Payment for Teaching Strategies

Teaching Strategies provided Professional Learning Sessions in December 2023, January 2024, and February 2024 for Pre-K Teachers, Teacher Assistants, and Campus Administrative Leadership Team. We are asking for payment to be made to the vendor Teaching Strategies for the balance totaling \$ 5,242.50.

Budget Number: 199-13-6299-001-999-24-143-000000

Requisition # 12419119

December 13, 2023, \$1,747.50 Invoice # 186328

January 9, 2024, \$1,747.50 Invoice # 187696

February 13, 2024, \$ 1,747.50 Invoice # 189166

The Early Learning Department offered Professional Development Sessions in December 2023, January 2024, and February 2024 after the Board Approval. Due to communication that December 1, 2023, was the last day to enter requisitions in MUNIS. The Administrative Assistant entered the requisition on December 15, 2023. Due to some miscommunication, there was a delay in entering the requisitions. In the future we will have requisitions entered prior to the Professional Development Session.

Please feel free to contact me for any additional information to approve this request.

Thank you.

Approved:

Melissa Kelly, Associate Superintendent
Learning and Leading, Network 1



Teaching Strategies[®]
for Early Childhood

Invoice

#INV186328

12/13/2023

Bill To

Olayinka Ojo
Fort Worth Independent School
District
100 N University Dr
Fort Worth Texas 76107
United States

Ship To

Olayinka Ojo
Fort Worth Independent School
District
2224 E. Lancaster Ave.
Fort Worth Texas 76103
United States

TOTAL

\$1,747.50

Due Date: 01/12/2024

Terms

Net 30

PO #

PD Exception

Sales Order No.

001073680

Customer ID

02A41420

Quantity	Item	Rate	Amount
1	PD0006948 Custom Professional Development Session (3-Hours) Session ID: PDS-43046 Session End Date: 12/13/2023 Session Trainer: Jenna Moszkowicz	\$1,747.50	\$1,747.50

Subtotal	\$1,747.50
Tax Total (%)	\$0.00
Shipping Total	\$0.00
Invoice Total	\$1,747.50
Payments and Credits	\$0.00
Amount Due	\$1,747.50



INV186328



TeachingStrategies®
for Early Childhood

Invoice

#INV187696

01/09/2024

Bill To	Ship To	TOTAL
Olayinka Ojo Fort Worth Independent School District 100 N University Dr Fort Worth Texas 76107 United States	Olayinka Ojo Fort Worth Independent School District 2224 E. Lancaster Ave. Fort Worth Texas 76103 United States	

\$1,747.50

Due Date: 02/08/2024

Terms	PO #	Sales Order No.	Customer ID
Net 30	PD Exception	001073680	02A41420

Quantity	Item	Rate	Amount
1	PD0006948 Custom Professional Development Session (3-Hours) Session ID: PDS-43047 Session End Date: 01/09/2024 Session Trainer: Jenna Moszkowicz	\$1,747.50	\$1,747.50

Subtotal	\$1,747.50
Tax Total (%)	\$0.00
Shipping Total	\$0.00
Invoice Total	\$1,747.50
Payments and Credits	\$0.00
Amount Due	\$1,747.50



INV187696



Teaching Strategies[®]
for Early Childhood

Invoice

#INV189166

2/14/2024

Bill To

Olayinka Ojo
Fort Worth Independent School
District
7060 Camp Bowie Blvd
Fort Worth Texas 76116
United States

Ship To

Olayinka Ojo
Fort Worth Independent School
Distr
2224 E. Lancaster Ave.
Fort Worth Texas 76103
United States

TOTAL

\$1,747.50

Due Date: 3/15/2024

Terms

Net 30

PO #

PD Exception

Sales Order No.

001088747

Customer ID

02A41420

Quantity	Item	Rate	Amount
1	PD0006948 Custom Professional Development Session (3-Hours) Session ID: PDS-44422 Session End Date: 2/13/2024 Session Trainer: Jenna Moszkowicz	\$1,747.50	\$1,747.50

Subtotal	\$1,747.50
Tax Total (%)	\$0.00
Shipping Total	\$0.00
Invoice Total	\$1,747.50
Payments and Credits	\$0.00
Amount Due	\$1,747.50



INV189166

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE PURCHASE OF STATE ADOPTED INSTRUCTIONAL MATERIALS FOR THE PRE-KINDERGARTEN PROGRAM

BACKGROUND:

School Districts adopt new Instructional Material in accordance with the timelines established by the State Board of Education (SBOE) and the Texas Education Agency (TEA). The District last purchased Stated Adopted Instructional Materials as part of the Proclamation 2021. There is a need to purchase additional curriculum materials that are developmentally, academically, and age appropriate. The usage of the online, print materials, manipulatives, and resources. The authorization covers the 2024-2025 school year.

Instructional Materials proposed for purchase have been adopted by the SBOE or directly by the district. TEA establishes contracts with publishers of adopted materials to ensure their availability to districts at an agreed-upon cost. The terms and conditions of purchases proposed in this item are consistent with TEA requirements.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of State Adopted Instructional Materials for the Pre-Kindergarten Program
2. Decline to Approve Purchase of State Adopted Instructional Materials for the Pre-Kindergarten Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of State Adopted Instructional Materials for the Pre-Kindergarten Program

FUNDING SOURCE: Additional Details

General Fund 199-11-6321-074-143

COST:

\$ 97,687.60

VENDOR(S)/PROVIDER(S):

Teaching Strategies

PURCHASING MECHANISM:

Cooperative Agreement

TIPS 210301

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4). Pricing obtained through the TIPS 210301. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Benbrook Elementary	Natha Howell Elementary
West Handley Elementary	Oaklawn Elementary
Burton Hill Elementary	A.M. Pate Elementary
Carroll Peak Elementary	M.L. Phillips Elementary
Carter Park Elementary	Ridglea Hills Elementary
Manuel Jara Elementary	Luella Merrett Elementary
George C. Clarke Elementary	Versia Williams Elementary
Lily B. Clayton Elementary	M.M. Walton Elementary
Leadership at Como Elementary	Sam Rosen Elementary
Hazel Harvey Peace Elementary	Sagamore Hill Elementary
Daggett Elementary	Bruce Shulkey Elementary
Rufino Mendoza Elementary	Richard J. Wilson Elementary
De Zavala Elementary	South Hi Mount Elementary
Diamond Hill Elementary	South Hills Elementary
S.S. Dillow Elementary	Springdale Elementary
Leadership at Maude I Logan Elementary	Sunrise McMillan Elementary
Eastern Hills Elementary	Tanglewood Elementary
East Handley Elementary	W.J. Turner Elementary
C.C. Moss Elementary	Washington Heights Elementary
Leadership at John T. White Elementary	Waverly Park Elementary
Harlean Beal Elementary	Westcliff Elementary
Glen Park Elementary	Westcreek Elementary
W.M. Green Elementary	Worth Heights Elementary
Greenbriar Elementary	David K. Sellars Elementary
Van Zandt Guinn Elementary	J.T. Stevens Elementary
Hubbard Heights Elementary	Atwood McDonald Elementary
H.V Helbing Elementary	Bill J. Elliott Elementary
Kirkpatrick Elementary	Westpark Elementary
Meadowbrook Elementary	T.A. Sims Elementary
D.McRae Elementary	Edward J. Briscoe Elementary
Leadership at Mitchell Elementary	Woodway Elementary
M.H. Moore Elementary	Lowery Road Elementary
Morningside Elementary	Alice Contreras Elementary
Charles Nash Elementary	227 Western Hills Primary
North Hi Mount Elementary	Clifford Davis Elementary
Oakhurst Elementary	Cesar Chavez Elementary

Bonnie Brae Elementary
Seminary Hills Elementary
Dolores Huerta Elementary

PK Satellite Centers
Overton Park Elementary
Rolling Hills Elementary

RATIONALE:

A purchase extending access to currently adopted Instructional Materials ensures students have equitable access to Instructional Materials as outlined in the district's curriculum plan and required by TEA. Ordering will help ensure that delivery of materials by the start of the 2024-2025 school year.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3

TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Customer Name: Fort Worth Independent School District
Customer Number: 02A41420
Contact Name: Olayinka Ojo
Contact Email: olayinka.ojo@fwisd.org
Contact Title: Director of Early Childhood Education

Prepared by: Gwen Cheatham
 gwen.c@teachingstrategies.com
Expiration Date: 07-31-2024
Subscription Term: -

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
36802 The Creative Curriculum® for Texas Home Literacy Library - Spanish	\$710.00	97	\$68,870.00
Subtotal:			\$68,870.00
Shipping:			\$0.00
Tax:			\$0.00
Total:			\$68,870.00

BILL TO

Billing Client: Fort Worth Independent School District
 Billing Street:
 Billing City:
 Billing State:
 Billing Postal Code:
 Billing Country:

SHIP TO

Ship to Org:
 Ship to Attn:
 Shipping Address Line 1:
 Shipping Address Line 2:
 Shipping Address Line 3:
 Shipping City:
 Shipping State:
 Shipping Postal Code:
 Shipping Country:
 Shipping Type:
 UPS / FedEx Account #:
 Inside Delivery:
 Loading Dock:
 Special Instructions:

Select a Payment Method and follow the payment instructions.
Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Print Products

Payment of state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

 To return an item, please email support@teachingstrategies.com or call a Customer Support Specialist at 800.637.3652 Option 3 from 9:00 a.m. to 5:00 p.m. ET, Monday through Friday to obtain a Return Authorization Number (RA#) and return-to address. Packages received without a valid RA# are not guaranteed to be accepted and may be returned to sender. The RA# will help us process your return quickly and accurately and it is the only way to ensure you will receive proper credit for your return.

 Special Note for Kodo Collection Products: Returns for Kodo classroom material products are processed by Kodo Kids. For information about the Kodo return policies and procedures, please visit: <https://kodokids.com/policies>

By executing this Order Form, the Customer hereby agrees to be bound by the provisions contained herein:

Customer Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print):	Name: Heather O'Shea
Title:	Title: Chief Financial Officer
Address:	Address: 4500 East West Highway, Suite 300
	Bethesda, MD 20814
Date:	Date:

Purchasing Mechanism:

 Cooperative Agreement
 TIPS 210301

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4). Pricing obtained through the TIPS 210301. Supporting documentation is attached. The recommended vendor is listed above.

TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Customer Name: Fort Worth Independent School District
Customer Number: 02A41420
Contact Name: Olayinka Ojo
Contact Email: olayinka.ojo@fwisd.org
Contact Title: Director of Early Childhood Education

Prepared by: Gwen Cheatham
 gwen.c@teachingstrategies.com
Expiration Date: 07-31-2024
Subscription Term: -

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
35348 Barefoot Book Collection (English) - ISBN: 978-1-64553-536-2	\$310.00	45	\$13,950.00
Subtotal:			\$13,950.00
Shipping:			\$1,674.00
Tax:			\$0.00
Total:			\$15,624.00

BILL TO

Billing Client: Fort Worth Independent School District
 Billing Street:
 Billing City:
 Billing State:
 Billing Postal Code:
 Billing Country:

SHIP TO

Ship to Org:
 Ship to Attn:
 Shipping Address Line 1:
 Shipping Address Line 2:
 Shipping Address Line 3:
 Shipping City:
 Shipping State:
 Shipping Postal Code:
 Shipping Country:
 Shipping Type:
 UPS / FedEx Account #:
 Inside Delivery:
 Loading Dock:
 Special Instructions:

Select a Payment Method and follow the payment instructions.
Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Print Products

Payment of state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

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By (Signature):	By: 
Name (Print):	Name: Heather O'Shea
Title:	Title: Chief Financial Officer
Address:	Address: 4500 East West Highway, Suite 300
	Bethesda, MD 20814
Date:	Date:

Purchasing Mechanism:

 Cooperative Agreement
 TIPS 210301

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TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Customer Name: Fort Worth Independent School District
Customer Number: 02A41420
Contact Name: Olayinka Ojo
Contact Email: olayinka.ojo@fwisd.org
Contact Title: Director of Early Childhood Education

Prepared by: Gwen Cheatham
 gwen.c@teachingstrategies.com
Expiration Date: 07-31-2024
Subscription Term: -

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
35362 Barefoot Book Collection (Spanish) - ISBN: 978-1-64553-536-2	\$310.00	38	\$11,780.00
Subtotal:			\$11,780.00
Shipping:			\$1,413.60
Tax:			\$0.00
Total:			\$13,193.60

BILL TO

Billing Client: Fort Worth Independent School District
 Billing Street:
 Billing City:
 Billing State:
 Billing Postal Code:
 Billing Country:

SHIP TO

Ship to Org:
 Ship to Attn:
 Shipping Address Line 1:
 Shipping Address Line 2:
 Shipping Address Line 3:
 Shipping City:
 Shipping State:
 Shipping Postal Code:
 Shipping Country:
 Shipping Type:
 UPS / FedEx Account #:
 Inside Delivery:
 Loading Dock:
 Special Instructions:

Select a Payment Method and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Print Products

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Customer Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print):	Name: Heather O'Shea
Title:	Title: Chief Financial Officer
Address:	Address: 4500 East West Highway, Suite 300
	Bethesda, MD 20814
Date:	Date:

Purchasing Mechanism:

Cooperative Agreement
 TIPS 210301

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4). Pricing obtained through the TIPS 210301. Supporting documentation is attached. The recommended vendor is listed above.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CHILD CARE ASSOCIATES FOR CHILD CARE SERVICES FOR THE 2024 - 2025 SCHOOL YEAR

BACKGROUND:

For a number of years, the Fort Worth ISD (FWISD) has transferred funds to Child Care Associates for the provision of child care services for identified teen parents who are enrolled in Fort Worth ISD. Child Care Associates (CCA) administers the Child Care Management Services (CCMS) under contract with the local Workforce Solutions Board. The CCMS manages multiple funding sources, which are used to subsidize child care costs for eligible populations including teen parents. FWISD funds are being used to pay child care costs for teen parents who are not eligible for subsidized child care assistance. Child care providers become vendors with the CCMS and are paid a lower agreed rate by CCMS. By referring teen parents who need care to the CCMS, the District is able to maximize and expand funding for child care services. Fort Worth Independent School District seeks to renew this contract with Child Care Associates for the 2024 - 2025 school year with plans to sponsor approximately thirty (30) students with child care assistance.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Agreement Between Fort Worth Independent School District and Child Care Associates and for Child Care Services for the 2024 - 2025 School Year
2. Decline to Approve Agreement Between Fort Worth Independent School District and Child Care Associates and for Child Care Services for the 2024 - 2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Agreement Between Fort Worth Independent School District and Child Care Associates and for Child Care Services for the 2024 - 2025 School Year

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-32-6299-201

COST: \$57, 500

VENDOR(S)/PROVIDER(S):

Child Care Associates

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-F

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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Student Wellbeing (formerly Adolescent Pregnancy Services)
FWISD Schools with pregnant and parenting students enrolled at their home schools and receiving services.

RATIONALE:

The lack of available, accessible, quality child care services is the major reason parenting students drop out of the educational setting. By referring teen parents to Child Care Associates, the District is providing child care services so these students can remain in school until graduation. In addition, the children of these parenting students greatly benefit from the infant stimulation they receive through child care services, thereby enhancing their readiness for school.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading, Service Network 4



**FUNDS TRANSFER AGREEMENT
BETWEEN
CHILD CARE MANAGEMENT SERVICES, LLC
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

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

The Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("District") seeks to expand the availability of child care to children of teen students enrolled in the District.

CCMS and the District enter into this Funds Transfer Agreement ("Agreement"), effective as of the date of execution below, for the purpose providing child care assistance to parenting teens, CCMS and District may be collectively referred to as the "Parties" or individually as a "Party."

1. The District agrees, as follows:

- 1.1 To transfer monies, not to exceed \$50,000.00 to Child Care Management Services, LLC to be used for child care and related operations expenses. An additional 15% administration fee will also be added to all payments. The total Do Not Exceed Amount for this Agreement including the transfer of monies and all applicable administration fees is \$57,500.
- 1.2 The District will make its transfer of funds in weekly payments for the amount necessary to provide these services. Such payments will occur within thirty (30) days of receipt of a valid invoice.
- 1.3 The District Adolescent Pregnancy Services staff will identify students in need of child care services and refer them to CCMS in advance of services being provided.
- 1.4 The District Adolescent Pregnancy Services staff will assist students in providing needed eligibility documents and following required policies.

2. CCMS agrees, as follows:

- 2.1 To use the funds transferred by the District for child care services for students identified and referred by the District Adolescent Pregnancy Services staff, and for related operations expenses. For clarification, only funds from the administration fee can be utilized for operations expenses.
- 2.2 To assume administrative control and be responsible for paying child care providers in the amounts to be determined by CCMS for qualifying child care services for children placed by CCMS under this Agreement.

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

3. CCMS and the District mutually agree, as follows:

- 3.1 This Agreement may be terminated by either Party, for any reason, upon written notification to the other Party of at least 30 days in advance of such termination. At the event of such termination, CCMS shall return to the District any and all monies for services not yet rendered, including any unearned administration fees.
- 3.2 CCMS is under no obligation to continue funding child care under this Agreement in the event that the transfer of the funds is not received for reimbursement.
- 3.3 The District is under no obligation to continue its transfer of funds in the event that these funds are not used consistent with the terms of this Agreement. In such an instance, CCMS will refund any funds to the District that was expended by CCMS in a manner that is inconsistent with this Agreement.
- 3.4 The CCMS shall be responsible for the provision of eligibility determination and referred services, but not the provision of providing child care services.
- 3.5 Both Parties agree to abide not only by the notices from each other, but also by notices from Workforce Solutions, and the Texas Workforce Commission ("TWC").
- 3.6 This Agreement may be amended by mutual written agreement among the Parties.
- 3.7 To comply with all applicable federal laws and regulations in carrying out this agreement.
- 3.8 The District will have the right to inspect and audit the CCMS's records and to observe services being rendered. CCMS must provide access to all records, reports, logs, or other matters relating to this Agreement for the current school year immediately upon request by the District. Fiscal records created pursuant to this Agreement and records related to prior school years relating to services provided pursuant to this Agreement must be maintained by CCMS for five (5) years and must be available for audit upon twenty-four (24) hours' notice.

4. Terms

This Agreement will be effective from the date of signing below and shall terminate on June 30, 2025 ("Initial Term") unless earlier terminated under the terms of this Agreement. This Agreement may be modified or extended at any time by mutual written consent of both Parties.

5. Indemnification

- 5.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CCMS MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE 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 CCMS, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CCMS OR ANYONE THAT CCMS CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

- 5.2 This section must survive the termination of the Agreement.
- 5.3 CCMS understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

6. General Provisions

- 6.1 **Confidentiality.** CCMS understands that CCMS is serving as a fiduciary of the District. CCMS hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), CCMS 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.
- 6.2 **Limitations of Authority.** No Party has authority for and on behalf of the other except as provided in this Agreement. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
- 6.3 Nothing in this Agreement waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
- 6.4 **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:

To District:

Fort Worth Independent School District
Attn: Purchasing Department
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

To CCMS:

Child Care Management Services, LLC
Rita Morris, Program Director
305 E. Loop 820, Suite 600
Hurst, Texas 76053

With Copies to:

Child Care Associates
Kara Waddell, President & CEO
3000 E. Belknap
Fort Worth, Texas 76111

6.5

Entire Agreement. This Agreement represents the entire agreement by and between the Parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and CCMS that relate to the subject matter of this Agreement. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

6.6 Assignment. Neither Party may assign their interest in this Agreement except upon the written consent of the other Party.

6.7 Severability. If any portion of this Agreement shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.

6.8 No Waiver. The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not, in any event, constitute a waiver of any such rights upon the occurrence of any such contingencies.

6.9 Applicable Law. This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

6.10 Public Records. CCMS understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this Agreement, the District will provide third-party notice to CCMS but assumes no other responsibility.

6.11 Venue. The venue to enforce this Agreement shall lie exclusively in Tarrant County, Texas.

7. Signatory Clause

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

Fort Worth Independent School District

Child Care Management Services, LLC

By: _____
Angélica M. Ramsey, Ed.D.
Superintendent of Schools

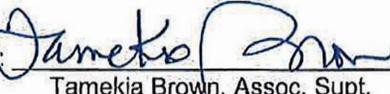
By:  _____
Kara Waddell
Manager

Date: _____

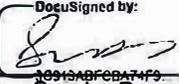
Date: 4/9/24 _____

By: 
Legal Counsel
Fort Worth Independent School District

Date: 05/20/2024

By: 
Tamekia Brown, Assoc. Supt.
Fort Worth Independent School District

Date: _____

By: 
Sandra Benavidez, ED
Fort Worth Independent School District

Date: 4/24/2024

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE PURCHASE FOR NEW EARLY CHILDHOOD SPECIAL EDUCATION CLASSROOM FURNITURE**

BACKGROUND:

Special Education will be opening new Early Childhood Special Education (ECSE) classrooms for the Fall of 2024. Due to the significant increase of 3, 4 and 5yr old students identified for special education services during the 2023 – 2024 school year, additional classrooms are required to legally meet the requirements to provide Special Education services to 3, 4 and 5yr old students with disabilities. These classrooms each require a set of furniture to accommodate a classroom for 8 students, 1 Teacher and 1 Teacher Assistant. The classroom furniture is the same model as all other ECSE and pre-k classrooms in FWISD.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve purchase for new Early Childhood Special Education classroom furniture
2. Decline to Approve purchase for new Early Childhood Special Education classroom furniture
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase for new Early Childhood Special Education classroom furniture

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6398-229

COST:

\$179,782.58

VENDOR(S)/PROVIDER(S):

Lakeshore Learning Materials

PURCHASING MECHANISM:

Competitive Solicitation

23-059 New and Used Furniture

The above solicitation/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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Bruce Shulkey Elementary
Burton Hill Elementary
Waverly Park Elementary
Sam Rosen Elementary
Clifford Davis Elementary
Rufino Mendoza Elementary
Carroll Peak Elementary
Diamond Hill Elementary
De Zavala Elementary
Lowery Road Elementary
Sagamore Hill Elementary
Edward J. Briscoe Elementary
South Hills Elementary
Richard J. Wilson Elementary
Morningside Elementary

RATIONALE:

The purchase of these items will support the additional classrooms required to legally meet the significant increase of 3, 4 and 5yr old students identified for Special Education services.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4



QUOTE 91089

Lakeshore Learning Materials
2695 E. Dominguez Street Carson, CA 90895
(310) 537-8600 (800) 421-5354
FAX: (310) 900-2189
www.lakeshorelearning.com
To contact your local representative,
Bob Musso, please call (800) 421-5354

Bill-to: 102180
FORT WORTH INDEPENDENT SD
DISTRICT SERVICE CENTER
7060 CAMP BOWIE BLVD
FORT WORTH TX 76116
(817) 871-2200
Billto Email:LIZBETH.MEDINA@FWISD.ORG

Ship-to: 135599
M G ELLIS PRIMARY SCHOOL
215 NE 14TH ST
FORT WORTH TX 76164
LIZBETH MEDINA
Shipto Email:

Entry Date: 05/02/2024

Your Reference No.:EXISTING FURNITURE REMOVAL

Comment

EXISTING FURNITURE REMOVAL
PRICES GOOD FOR 90 DAYS. ITEM
AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING

PLEASE REFERENCE QUOTE NUMBER
91089 ON YOUR PURCHASE ORDER.

SONIA MALDONADO - QUOTE AGENT

RFP: 23-059
WITH THIS COMPLETE ORDER,
COMPLIMENTARY WHITE GLOVE
SERVICES ARE AVAILABLE,
INCLUDING:
* FREE SHIPPING
* UNPACKING AND ASSEMBLY
* SUPERVISED CLASSROOM SET-UP
* DEBRIS REMOVAL

Table with columns: Line, Item, Out Of Stock Ship By, Qty, Description, Price, Extended. Contains 13 line items for furniture removal, including chairs, tables, and storage units.

14	TT483	15	<u>CLASSROOM CARPET FOR 20</u>	\$429.00	\$6,435.00
15	LK721	15	<u>ALL-IN-ONE KITCHEN</u>	\$1,079.00	\$16,185.00
16	JJ845	15	<u>BUTCHER-BLOCK TABLE-CHAIR SET</u>	\$379.00	\$5,685.00
	Which consists of:				
16A	JJ849	15	BUTCHER BLOCK TABLE	\$0.00	\$0.00
16B	JJ847	30	<u>EXTRA BUTCHER BLOCK CHAIR</u>	\$0.00	\$0.00
17	EE558	15	<u>LAKESHORE HARDWOOD DOLL CRIB</u>	\$129.00	\$1,935.00
18	EE148	15	<u>INDR-OUTDR PNT CTR 4-NATURAL</u>	\$479.00	\$7,185.00
19	LC622X	15	<u>LKSHR DRAM PLAY TABLE-COMP ST</u>	\$599.00	\$8,985.00
	Which consists of:				
19A	LC627	15	<u>DRAMATIC PLAY TABLE ONLY</u>	\$0.00	\$0.00
19B	LX625	15	<u>STORAGE BINS - SET OF 4</u>	\$0.00	\$0.00
19C	LC629	15	<u>VEHICLE PLAYSET</u>	\$0.00	\$0.00
19D	LC630	15	<u>ANIMAL PLAYSET</u>	\$0.00	\$0.00
30	FV526	19	<u>FRUIT AND VEGETABLE CUT-UPS</u>	\$34.99	\$664.81
31	LC178	19	<u>GIANT MAGNETIC NUMBERS</u>	\$17.99	\$341.81
32	LC176	19	<u>GIANT MAG LETTERS-UPPERCASE</u>	\$17.99	\$341.81
34	ZZ174	19	<u>STACK BUILD SOFT BLOCKS</u>	\$39.99	\$759.81
39	LM365	19	<u>BEST-BUY PLAY FOOD ASSORTMENT</u>	\$59.99	\$1,139.81
40	LA427	19	<u>BEST-BUY KITCHEN PLAYSET</u>	\$49.99	\$949.81
41	DD652	19	<u>MAGNETIC WONDER TILES-CLASS</u>	\$119.99	\$2,279.81
42	DD209	10	<u>ALL-OCCSN CLTHS-10IN NW BRN DL</u>	\$39.99	\$399.90
43	DS200X	10	<u>FEELS REAL NEWBORN DOLLS</u>	\$64.99	\$649.90
	Which consists of:				
43A	DS201	10	<u>AFRICAN AMERICAN NEWBORN DOLL</u>	\$0.00	\$0.00
43B	DS202	10	<u>ASIAN NEWBORN DOLL</u>	\$0.00	\$0.00
43C	DS203	10	<u>CAUCASIAN NEWBORN DOLL</u>	\$0.00	\$0.00
43D	DS204	10	<u>HISPANIC NEWBORN DOLL</u>	\$0.00	\$0.00
44	FD117	19	<u>INDESTRCT GIANT BEADS-PATTERNS</u>	\$39.99	\$759.81
45	LC1665X	10	<u>LAKESHOR MATH COUNTERS LIB 1</u>	\$179.00	\$1,790.00
	Which consists of:				
45A	LC1651	10	<u>SIZE AND COLOR BUG COUNTERS</u>	\$0.00	\$0.00
45B	LC1666	10	<u>DINOSAUR COUNTERS</u>	\$0.00	\$0.00
45C	LC1657	10	<u>SIZE-COLOR TEDDY COUNTERS</u>	\$0.00	\$0.00
45D	LC1653	10	<u>FUN FRUIT COUNTERS</u>	\$0.00	\$0.00
45E	LC1667	10	<u>SEA ANIMAL COUNTERS</u>	\$0.00	\$0.00
45F	LC1668	10	<u>VEHICLE COUNTERS</u>	\$0.00	\$0.00
46	LM557	19	<u>WASHABLE TEMPERA PAINT-6 PK</u>	\$25.50	\$484.50
	Which consists of:				
46A	PX2016BU	19	<u>LKSHR WASHBL TEMPERA PINT-BU</u>	\$0.00	\$0.00
46B	PX2016VT	19	<u>LKSHR WASHBL TEMPERA PINT-VT</u>	\$0.00	\$0.00
46C	PX2016YE	19	<u>LKSHR WASHBL TEMPERA PINT-YE</u>	\$0.00	\$0.00
46D	PX2016RD	19	<u>LKSHR WASHBL TEMPERA PINT-RD</u>	\$0.00	\$0.00
46E	PX2016RG	19	<u>LKSHR WASHBL TEMPERA PINT-RG</u>	\$0.00	\$0.00
46F	PX2016GR	19	<u>LKSHR WASHBL TEMPERA PINT-GR</u>	\$0.00	\$0.00
47	LA819	114	<u>LKSHR NO-SPILL CLEAR PAINT CUP</u>	\$2.49	\$283.86
48	LC220	19	<u>HD NATRL BRISTLES - 10-COLORS</u>	\$12.99	\$246.81
49	CS439	19	<u>CRAZY SHAPES MAG BUILD SET</u>	\$49.99	\$949.81
50	LL226X	19	<u>ANIMAL KINGDOM BLOCK SETS</u>	\$85.00	\$1,615.00
	Which consists of:				
50A	LL229	19	<u>CHEERFUL BIRDS TREE BLOCKS</u>	\$0.00	\$0.00
50B	LL228	19	<u>COURAGEOUS LIONS BOULDR BLCKS</u>	\$0.00	\$0.00
50C	LL227	19	<u>PLAYFUL PENGUIN ICE BLOCKS</u>	\$0.00	\$0.00
51	JJ437	19	<u>CLASSIC HARDWOOD LRNG TOYS</u>	\$69.99	\$1,329.81
	Which consists of:				
51A	JJ434	19	<u>SORT-A-SHAPE ACTIVITY BOARD</u>	\$0.00	\$0.00
51B	FF444	19	<u>COLOR RINGS SORTING BOARD</u>	\$0.00	\$0.00
51C	TB218	19	<u>ICAN COUNT PUZZLE BOARD</u>	\$0.00	\$0.00
52	TT232	19	<u>MOLD-PLAY SENSORY SAND SET</u>	\$29.99	\$569.81

Subtotal:	\$179,782.58
0.0% Tax:	\$0.00
Freight Amount:	\$0.00
Total:	\$179,782.58

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE PURCHASE OF INSTRUCTIONAL TRAINING FOR DYSLEXIA TEACHERS TO ENSURE INSTRUCTIONAL ALIGNMENT ACROSS THE DISTRICT.**

BACKGROUND:

The Dyslexia Handbook, requires every identified Dyslexia student to receive instruction from a high trained certified teacher. The vendor has provided services to the district since 2018. The vendor has provided teachers with evidence-based tools needed for effective literacy instruction of students with Dyslexia. This contract beginning 7/1/2024 through 6/30/2025 will provide training to our middle school and new Dyslexia teachers during the 2024-2025 year. This training will assist Dyslexia teachers in the transition from utilizing a different instructional program and for new Dyslexia teachers, as vacancies for retire/resign teachers across the district are filled. The TEA Dyslexia grant will no longer be available for renewal at the end of the 2023-2024 school year. There is no additional Dyslexia grant funding available for the 2024-2025 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Instructional Training Program for Dyslexia Teachers
2. Decline to Approve Purchase of Instructional Training Program for Dyslexia Teachers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Instructional Training Program for Dyslexia Teachers

FUNDING SOURCE: Additional Details

General Fund 199-13-6299-209

COST:

\$56,450

VENDOR(S)/PROVIDER(S):

Neuhaus Education Center

PURCHASING MECHANISM:

Competitive Solicitation

RFP 21-083-F

The above solicitation/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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Specialized Learning/Dyslexia Services

RATIONALE:

This training will assist Dyslexia teachers transitioning from utilizing a different instructional program and new Dyslexia teachers that are hired by the District as vacancies for teachers that retire or resign from the District are filled. The TEA Dyslexia grant will no longer be available for renewal at the end of the 2023-2024 school year. There is no additional Dyslexia grant funding available for the 2024-2025 school year.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent Network 4



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 3/21/2024
 Expiration Date 6/19/2024
 Quote Number QUO-0008493

Contact Name Amy Montemayor
 Phone (817) 814-2491
 Email amy.montemayor@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD
 Quote Name Contract - RR LE MSG DMS WCF DVRS (15) -
 Dyslexia - Fort Worth ISD
 Quote To District Service Center
 7060 Camp Bowie Blvd.
 Fort Worth, TX 76116
 US

Product	Quantity	Sales Price	Total Price
Reading Readiness (On-demand)	15.00	\$405.00	\$6,075.00
Language Enrichment (In Person)	15.00	\$1,420.00	\$21,300.00
Course Set-Up Fee - A.5	1.00	\$5,300.00	\$5,300.00
Multisensory Grammar (On-demand)	15.00	\$175.00	\$2,625.00
Developing Metacognitive Strategies (In Person)	15.00	\$530.00	\$7,950.00
Course Set-Up Fee - A.2	1.00	\$3,500.00	\$3,500.00
Written Composition Fundamentals (In Person)	15.00	\$250.00	\$3,750.00
Course Set-Up Fee - A.1	1.00	\$2,800.00	\$2,800.00
Developing Vocabulary for Reading Success (On-Demand)	15.00	\$210.00	\$3,150.00
Grand Total			\$56,450.00

Professional Learning Descriptions

Reading Readiness (On-Demand)

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling. In Reading Readiness, participants learn 1) the foundational skills that are necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing. Materials for Reading Readiness class.

Language Enrichment (5 Days) (On-site in District)

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract#22/038SG-25. If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as "CP#22/038SG-25" on the Purchase Order. www.choicepartners.org/vendors/neuhaus-education-center-3

A 3.25% transaction processing fee is charged to credit card purchases.



A Structured Literacy curriculum that empowers teachers to teach successful decoding and comprehension skills for students in grades 1-3. In Language Enrichment, participants learn how and why instruction in structured literacy is effective with helping students become skilled readers. The coursework covers instruction in 1) decoding and encoding concepts including reliable reading and spelling patterns, 2) building fluency and accuracy in reading connected text, 3) building oral language and world knowledge, 4) developing listening and reading comprehension with strategies, and 5) implementing a daily 30-minute lesson plan. The Language Enrichment curriculum can supplement core instruction or serve as Tier II intervention. This course includes one virtual coaching session per participant. Materials for Language Enrichment class.

Course Set-up Fee A.5

This is to ensure processes to deliver Language Enrichment class at district on five consecutive days.

Multisensory Grammar (On-Demand)

The words in English are traditionally classified as parts of speech based on their usage in a sentence. The parts of speech are the foundation of sentence writing, which is the foundation of all written discourse. In Multisensory Grammar participants learn 1) activities that make the abstract concept of grammar concrete, 2) strategies for increasing students' sentence complexity when writing, and 3) the application of parts of speech to the construction and revision of written paragraphs. Participants also engage in collaborative activities that extend their learning and can be presented to their students. Materials for Multisensory Grammar class.

Developing Metacognitive Strategies (2 Days) (On-site at District)

In addition to skilled decoding, robust oral language and vocabulary, boundless world knowledge, adequate linguistic development, and sufficient working memory, students need to learn how to think about their thinking to understand what they are reading. That is, students need metacognitive strategies for critical reading of narrative and expository texts. In Developing Metacognitive Strategies, participants learn 1) activities that increase oral language, 2) strategies for increasing vocabulary and background knowledge, 3) summarization activities, 4) questioning techniques, and 5) progress monitoring for fluency, vocabulary, and comprehension. This course includes one virtual coaching session per participant. Materials for Developing Metacognitive Strategies class.

Course Set-up Fee A.2

This is to ensure processes to deliver Developing Metacognitive Strategies class at district on two consecutive days.

Written Composition Fundamentals (1 Day) (On-site in District)

Written composition is the highest form of language development. Often students struggle with written composition because they are unsure about how to formulate ideas and translate them onto paper. Knowledge of the structures of different paragraphs aids students in formulating and translating ideas. In Written Composition Fundamentals, participants learn 1) how to teach the structures of descriptive, narrative, process, compare and contrast, and persuasive paragraphs, 2) how to help students enhance the quality of their paragraphs, and 3) how to teach students to edit and revise paragraphs. Participants also engage in collaborative activities that extend their learning and can be presented to their students. Materials for Written Composition Fundamentals class.

Course Set-up Fee A.1

This is to ensure processes to deliver Written Composition Fundamentals class at district.

Developing Vocabulary for Reading Success (On-Demand)

Vocabulary measures a person's listening, speaking, reading, and writing abilities as well as one's general knowledge. Vocabulary size is a strong predictor of future reading, academic, and career success. In Developing Vocabulary for Reading Success - On-Demand, participants learn strategies for learning specific vocabulary such as word webs and word-learning strategies, using contextual clues. Digital masters with eight model lessons with activities that support vocabulary development are included. Materials for Developing Vocabulary for Reading Success class.

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract#22/038SG-25. If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as "CP#22/038SG-25" on the Purchase Order. www.choicepartners.org/vendors/neuhaus-education-center-3

A 3.25% transaction processing fee is charged to credit card purchases.

TEACHING. READING. REACHING.

Why Neuhaus?

Neuhaus Education Center is a nationally recognized provider of research-based literacy solutions dedicated to promoting reading success for all.

By laying the groundwork for sustainable change, Neuhaus equips teachers to be diagnostic and prescriptive in recognizing students' literacy needs and how best to utilize the resources made available to them by their district.

It's our intentional investment in reading success that ensures *Literacy for All*.

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TERMS OF USE

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Our Customer Priorities - NEC Core Values

<p>EDUCATORS</p> <p>3,845</p> <p>Teachers trained to teach reading using structured literacy.</p>	<p>Literacy For All</p> 	<p>Grow Knowledge & Expertise</p>	<p>FAMILY SUPPORT</p> <p>6,433</p> <p>Family members of struggling readers accessed complimentary information and support.</p>	<p>Think Big & Innovate</p>
<p>Brand Pillars</p> <ul style="list-style-type: none"> • A core literacy focus, aligned with science and research • Purposeful work with a positive impact • A community of lifelong knowledge seekers • Learning solutions that lead to a rewarding career 		<p>ADULT LEARNERS</p> <p>72</p> <p>Adult literacy students per year learning to read using Neuhaus methods that work.</p>	<p>Serve as a Trusted Partner</p>	<p>Act with Integrity</p>



Act with Integrity

- How do we better serve educators to provide better outcomes for students struggling with reading?



Serve as a Trusted Partner

- What challenges or barriers are we removing for you?
- Can we provide accessible resources and tools to help schools/districts and educators achieve classroom success?



Think Big & Innovate

- Where can we save you more time and money?
- How do we help you demonstrate those savings?



Grow Knowledge & Expertise

- How do we give you options to elevate educators and support professional growth?
- How do we help encourage school/district leadership and stakeholders to take action?

These pillars form the core of our strategic direction and our vision for *Literacy for All*.

NEC Classes

Neuhaus Education Center provides services and materials to schools, districts, educators, and the community to promote literacy success.

Please review and acknowledge the following policies.

Pricing & Payment

- Pricing of products and services is subject to change.
- Quotes expire within 90 days of issuance.
- Purchase orders are a binding agreement for payment.
- Dates for services should be secured at the time of payment to ensure availability.
- Neuhaus will not cover additional processing fees for third party payment vendors.

Materials

- **All material sales are final.**
No refunds, returns or exchanges.
- Neuhaus standard is to ship all materials to one location. Customers requesting shipments to additional locations will incur additional costs.

Cancellation by Neuhaus

- If Neuhaus must cancel a class, participants will be offered a future class date or a transfer to an on-demand class, if applicable. If neither are viable options for the participant, a refund will be issued.
- Neuhaus reserves the right to release individuals from class at our discretion and will issue a prorated refund to the client.

NEC will always do their best to accommodate extenuating circumstances, such as natural disasters or emergencies on a case-by-case basis.

Course Completion Policy

- Participants must have all applicable materials prior to the class start date.
- Only registered participants are eligible to attend classes.
- Attendance on all days is required to receive credit.
- Public class times are set in Central Standard Time (CST) and will not be adjusted.
- Day 1 of multiple day classes must be attended to continue.
- All practicums, videos, and homework, if applicable, must be completed.

In the virtual setting:

- Each participant must be on their own device with appropriate technology (internet connection, camera, audio, and microphone).
- Each participant's camera must be on, and class participation is required.
- Each participant must log on with their individual Zoom link; participants must not share links.
- Certificates of participation are distributed via email within 7 days of class completion.

Certification Programs

This section is only applicable to:

- Basic Language Skills (BLS)
- Basic Language Skills Advanced (BLS Advanced)
- Online Certification Program for Dyslexia Specialists (OCPDS)

Classes & Services Paid by Districts or Schools

- The number of seats and service dates are confirmed between the client and Neuhaus staff. The number of seats reflected as “contracted” in the Neuhaus Portal are invoiced regardless of participant invitation, enrollment, or participation.
- The district/school contact must:
- Input participant information in the Neuhaus Portal at least 30 days in advance of the class start date.
- Distribute materials to all participants prior to class.
- Ensure all participants have appropriate technology to complete the class (e.g., internet connection, camera, audio, and microphone).
- Participants must complete the Neuhaus Portal registration*, fulfill all pre-requisites and accept the class enrollment invitation at least 28 days before the class start date to secure their seat in the class.
- Neuhaus may recommend class and date adjustments that create an optimal experience for participants.
- Private class dates should be secured with payment or a signed agreement for payment at least 60 days in advance.
- Rescheduling a class is permitted once if 30 days written notice is provided by the client to their Neuhaus point of contact.

Classes & Services Paid by Individuals

- Participants must complete the Neuhaus Portal registration*, fulfill all pre-requisites and accept the class enrollment invitation at least 28 days before the class start date to secure their seat in the class.
- Participants may reschedule a class in the Neuhaus Portal once up to 30 days prior to the class start date. After this period, tuition is non-refundable and non-transferrable.

Refunds

- Tuition is non-refundable and non-transferable for no-shows on the first day of class.



NEUHAUS PORTAL

Neuhaus Portal registration is only completed once by each participant regardless of the number of classes they take. For those already registered, this step can be skipped.

This section is applicable to all other NEC classes.

Other NEC Classes

Classes & Services Paid by Districts or Schools

- The number of seats and service dates are confirmed between the client and Neuhaus staff. The number of seats reflected as “contracted” in the Neuhaus Portal is invoiced regardless of participant invitation, enrollment, or participation.
- *The district/school contact must:*
 - Distribute materials to all participants prior to class.
 - Ensure all participants have appropriate technology to complete the class (e.g., internet connection, camera, audio, and microphone).
 - For **Virtual/Live-Virtual Classes:** Input participant information in the Neuhaus Portal at least 14 days in advance of the class start date.
 - For **On-Demand Classes:** Input participant information in the Neuhaus Portal 1 day before access is scheduled to begin.
- *Participants must:*
 - For **Virtual/Live-Virtual Classes:** Complete the Neuhaus Portal registration* and accept the class enrollment invitation at least 7 days before the class start date.
 - For **On-Demand Classes:** Complete the Neuhaus Portal registration* and accept the class enrollment invitation to receive access to the on-demand class within the 90-day access period, unless otherwise stated.

- Neuhaus may recommend class and date adjustments that create an optimal experience for participants.
- Private class dates must be secured with payment or a signed agreement for payment at least 21 days in advance.
- Rescheduling a class is permitted once if 30 days written notice is provided by the client to their Neuhaus point of contact.

Classes & Services Paid by Individuals

- Neuhaus may recommend class and date adjustments that create an optimal experience for participants.
- Private class dates must be secured with payment or a signed agreement for payment at least 21 days in advance.
- Rescheduling a class is permitted once if 30 days written notice is provided by the client to their Neuhaus point of contact.

Refunds

- Tuition is non-refundable and non-transferable for no-shows on the first day of class.



NEUHAUS PORTAL

Neuhaus Portal registration is only completed once by each participant regardless of the number of classes they take. For those already registered, this step can be skipped.

This section is applicable to all other NEC classes.

Other NEC Classes

Coaching Sessions

- Coaching sessions are intended for those who have completed Neuhaus professional development classes.
- Coaches only provide support for Neuhaus curriculum and resources.
- Continuing Education Unit credits are not awarded for coaching sessions.
- Coaching fees are non-refundable for no-shows.
- One campus contact will coordinate and communicate the schedule between Neuhaus and all participants.
- Participants are required to be engaged.

Virtual Coaching Sessions

- Must be scheduled by the client and Neuhaus at least 7 days in advance.
- Scheduled coaching sessions are nonrefundable but may be rescheduled once based on availability. Written communication should be provided to coaching1@neuhaus.org.
- Each participant must be on their own device with appropriate technology (internet connection, camera, audio, and microphone).
- Each participant's camera must be on and participation is required.

In-Person (On-Site) Coaching Sessions

- Must be scheduled by the client and Neuhaus at least 21 days in advance.
- Once an in-person coaching session is scheduled, rescheduling will result in an additional nonrefundable fee of \$500.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE PURCHASE OF SIGN LANGUAGE INTERPRETING SERVICES FOR DEAF AND HARD OF HEARING STUDENTS

BACKGROUND:

Special Education students with auditory impairments require sign language interpreting services as per their Individualized Education Plan (IEP). Interpreting services will be provided for students who are deaf and hard of hearing to ensure communication access to instruction and other school-related activities as outlined in students' IEPs and in compliance with the American Disabilities Act. The initial period of this RFP was awarded August 27, 2020 through June 30, 2021 with the option to extend this agreement for five (5) additional years in one-year increments. The sign language interpreting services of this agreement will start July 1, 2024 and will end June 30, 2025.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Sign Language Interpreting Services for Deaf and Hard of Hearing Students
2. Decline to Approve Purchase of Sign Language Interpreting Services for Deaf and Hard of Hearing Students
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Sign Language Interpreting Services for Deaf and Hard of Hearing Students

FUNDING SOURCE: Additional Details

Special Revenue 224-11-6299-513

COST:

\$265,000 (Annual Expense)

VENDOR(S)/PROVIDER(S):

Ally Interpreting
American Sign Language
Cross Country Education
DAC Interpreting
Hired Hands, Inc.
Karasch and Associates
King Interpreting Services, LLC
Monique Castro
New Language Capital, LLC
SignGlasses
Signs2Go Interpreting and Support
The Stepping Stones Group
Texas Interpreting Services
Therapia Staffing, LLC
Translation & Interpretation Network
Universe Technical Translation, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation/Proposal Statistics

FWISD Solicitation Number: 20-054
Number of Bid/Proposals received: 17
Compliant Bids: 16

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendors listed above have been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Enhance special education students' opportunity to access instruction through the assistance of a sign language interpreter and meet their Individualized Education Plan.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

CONTRACTOR/CONSULTANT SERVICE CONTRACT

STATE OF TEXAS §
COUNTY OF TARRANT §

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 the “District”), and the individual, contractor, or consultant defined below (hereinafter referred to as “Consultant” or “Contractor”), agree that District will engage Contractor to provide services pursuant to the terms and conditions specified below. The District and Contractor collectively may be collectively referred to as the “Parties” or individually as a “Party”. “Agreement” or “Contract” will refer to this document and include only the terms and conditions found herein. Any future changes to this Agreement must be executed in writing and signed by the Parties.

Individual/Firm Name: Monique Castro
Address #1: 3416 NW 30th Street
Address #2: Fort Worth TX 76106

1. SERVICES

1.1. Contractor will perform personally, in a manner satisfactory to the District, the following professional services (if the Contractor’s proposal or Scope of Work has been provided, attach as **Exhibit “A”**). The District’s terms and conditions in this Agreement will govern if there is a conflict between the Form 690 terms and any terms or conditions inserted in the Contractor’s proposal or Scope of Work.

See Exhibit A

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

7/1/2024 - 6/30/2025

1.3. Contractor will be responsible for delivering the following (if a description of the Contractor’s deliverables has been provided, summarize the deliverables below and attach them as **Exhibit “B”**), pursuant to the terms in this Agreement. The District’s terms and conditions in this Agreement will govern if there is a conflict between the Form 690 terms and any terms or conditions inserted in the Contractor’s attached deliverables.

Exhibit A/B

1.4 Contractor agrees and acknowledges that if Contractor has submitted any responses to a District’s Request for Proposal (“RFP”) regarding the services and/or goods provided under the Agreement, that the Contractor has made certain certifications and has agreed to the terms and conditions listed on the applicable RFP. Those terms and conditions continue to be a part of the relationship between the Contractor and the District. If there is a conflict between the terms or conditions listed in the RFP and any terms or conditions inserted in the Agreement, then the terms or conditions listed in this Agreement will govern. Additionally, Contractor agrees and acknowledges that if Contractor was procured through an applicable cooperative agreement (“Cooperative Agreement”) regarding the services and/or goods provided under the Agreement, the Contractor has made certain certifications and has agreed to the terms and conditions listed on the applicable Cooperative Agreement. Those terms and conditions continue to

govern the relationship between the Contractor and the District. If there is a conflict between the terms or conditions listed in the Cooperative Agreement and any terms or conditions inserted in the Agreement, then the terms or conditions listed in this Agreement will govern. (Insert the applicable RFP number or Cooperative Agreement number below, if applicable. If not applicable, please indicate as such.)

RFP #20-054

2. TERM

- 2.1. The period of performance under this Agreement will be from 7/1/2024 or date of execution, whichever is later, through 6/30/2025 unless terminated at an earlier date as provided herein or extended by amendment to this Agreement.

3. COMPENSATION

- 3.1. As full compensation for the services provided, District will make payment following satisfactory completion of services in an amount **NOT TO EXCEED** \$80,000.00, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

- FIXED FEE** of \$Fixed Fee Amount for all services performed plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$0.00; **OR**
- PER ITEM RATE** of \$Cost Per Item per item, for items identified in **Exhibit** Exhibit Label, for Item Quantity items plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- HOURLY RATE** of \$55.00 Bilingual (regular hours) or \$70.00 Trilingual (regular hours) or \$70.00 Bilingual (After 5pm & weekends) or \$85.00 Trilingual (After 5pm & weekends) per hour for a **total contract amount** of \$80,000.00; **OR**
- DAILY RATE** of \$Daily Rate per day for Total Days day(s), plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- MONTHLY RATE** of \$Monthly Rate per month for Total Months month(s) plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price.

[The compensation rate format with completed details shall be effective even if the box is not checked.]

- 3.2. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by the District with the exception of a deposit amount required by the Consultant or Contractor upon mutual agreement of 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 the Agreement will be prorated in the event either Party terminates this Agreement prior to the expiration date.

4. INDEMNIFICATION

- 4.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR MUST 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 EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

4.2. CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, 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 MUST PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR MUST 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 MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.3. 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. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.

4.4. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

5.1. Contractor 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. Contractor 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 or proprietary fall within an exception to public disclosure.

5.2. Contractor 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"). Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges and agrees to comply with said law and safeguard student information. Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Contractor 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

- 6.1.** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will 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, Contractor will have the right to collect and retain payment for services rendered to District through the termination date but will not be entitled to any early termination charges.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

- 7.1.1. Where applicable, Contractor must regularly assess and monitor the progress of the student receiving services pursuant to this Agreement using District-approved assessments, and periodically forward information on the student's progress to the District in a format to be determined by the District.
- 7.1.2. Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Agreement. Evaluation, where possible, will include but is not limited to, the following:
- 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.
- 7.1.3. The District's research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but is not limited to:
- a. A comparison of outcome data of program participants with a matched control group of non-participants; and
 - b. Analysis of student outcome data in relation to program cost.
- 7.1.4. The Contractor must follow all District policies, regulations, and guidelines and work at the District's direction regarding the referral of those students who 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.
- 7.1.5. The Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.
- 7.1.6. The District will have the right to inspect and audit the Contractor's records and to observe services being rendered. The Contractor must 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 must be maintained by the Contractor for five (5) years

and must be available for audit upon twenty-four (24) hours' notice. The Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

- 7.1.7. The Contractor must furnish to the District a valid copy of its most recently adopted organizational documents (partnership agreements, bylaws, etc.), a complete and accurate list of the Governing Board of Directors (or Trustees or Partners), and timely update said information as changes occur. The Contractor must 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 must be immediately disclosed to the School District in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).
- 7.1.8. Upon request by the District, the Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement.

7.2. Insurance

- 7.2.1. At all times during the Contract Term, the Contractor(s) must, 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 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 must 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 based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will 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 Contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

- b. **Automobile Liability Insurance:** The Contractor must maintain in force throughout the term of this Contract, comprehensive Automobile 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 must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

- c. **Workers' Compensation/Employers' Liability:** Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet 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. Self-insurance is not acceptable.
- d. **Professional Liability Insurance:** The Professional Liability Insurance provided by the Contractor must conform to the following requirements:
- The Contractor's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a 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 are part of this Agreement.
 - If on a claims-made basis, the Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
 - The minimum limits to be maintained by the Contractor are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.
- e. **Umbrella Insurance Policy:** The Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.
- Class C Risk**—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.
- Class D Risk**—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.
- 7.2.2. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.
- 7.2.3. Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further

liability to the Contractor. Additionally, the Contractor must be liable to the District for any and all damages incurred due to the Contractor's failure to perform the agreement terms. The Contractor must name the District as an additional insured.

7.3. Student Records

- 7.3.1. All student records must be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating the date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The District will have the right to inspect and audit the Contractor's use of student records at any time upon twenty-four (24) hours' notice. 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 must 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 and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, the Contractor must turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.
- 7.3.2. Contractor agrees to comply with all applicable Protection of Pupils' Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 7.3.3. The Contractor may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("COPPA"), from students under the age of thirteen (13) only to the extent permitted by COPPA. Contractor must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

7.4. Criminal Background Check

- 7.4.1. The Contractor must 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 must 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, 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.
- 7.4.2. The Contractor must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. Contractor must 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 locations where students are regularly present. District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a District approved third party company at the Contractor's expense, must identify the Contractor's employees, agents, and subcontractors. The third-party company must 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 constitutes a breach of contract.

- 7.4.3. 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.
- 7.4.4. 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. Subsection 7.4.4 does not apply to a publicly held corporation.

7.5. Accident and Incident Reporting

- 7.5.1. 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.
- 7.5.2. The Contractor must 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. When the goods or services are to be provided at a District campus or facility where students are present, Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Contractor agrees that all staff members will abide by such laws in a timely manner.
- 7.5.3. The Contractor must 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 the following: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

7.6. Inappropriate Behavior

- 7.6.1. Sexual harassment of employees of the Contractor, employees of the District, 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 is subject to immediate removal from District property.
- 7.6.2. Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/Home/Index/1101>. In the event that Contractor or an individual under its control violates a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- 7.6.3. The Contractor will 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 will 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 with respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect Contractor's independent contractor status described herein.

- 7.6.4. Contractor must 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 must also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

7.7. Applicable Laws

- 7.7.1. 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.

8. MISCELLANEOUS

- 8.1. Termination. Either Party may terminate this Agreement at any time, with or without cause.
- 8.2. Credentials. In the event that this Agreement is for Professional Services, Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 8.3. Conflict of Interest. The Contractor, by signing this Agreement, certifies that the Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality. The Contractor further understands that the Contractor is serving as a fiduciary of the District and hereby agrees not to 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"), Contractor 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.
- 8.5. Proprietary Rights. With the exception of previously registered copyright or trademark materials of the Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by Contractor or any other Party related to Contractor without the express prior written consent of the District. Furthermore, Contractor 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.
- 8.6. Independent Contractor. It is expressly understood and agreed by both Parties that the District is contracting with the Contractor as an independent contractor. Each Party and the officers, employees,

agents, subcontractors, or other Contractors thereof will 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 an employer is required to deduct, as this is the responsibility of the Contractor.

- 8.7. Taxes.** The Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance.** The Contractor must 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 Contractor.
- 8.9. Hold Harmless.** The District and its employees can neither agree to hold the Contractor harmless nor agree to indemnify the Contractor, and any contracts or provisions to the contrary are void.
- 8.10. 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 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 must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment.** The rights, responsibilities, and duties under this contract are personal to the Contractor and must not be transferred or assigned without the express prior written approval of the District.
- 8.12. Non-Discrimination.** The Contractor 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 categories.
- 8.13. Purchase Order.** The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 8.14. Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 8.15. Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 8.16. Retention of Contracting Information.** Pursuant to District Board Policy CHE(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 8.17. Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.

- 8.18. Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.
- 8.19. 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 Contractor and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by Contractor to the District's Request for Proposals, if any. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.
- 8.21. Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 8.22. Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 8.23. 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.
- 8.24. Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must 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:
- 8.24.1. To District: Fort Worth Independent School District
Name of District Contact: Andres Armijo
Address: 215 N. E. 14 Street
Fort Worth, TX 76164
- 8.24.2. With Copies to: Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
- 8.24.3. To Contractor:
Contractor Firm Name: Monique Castro
Name of Vendor Contact: Cesar Castro
Address: 3416 N.W. 30th Street
Fort Worth, TX 76106
- 8.25. Prohibition On Contracts With Companies Boycotting Certain Energy Companies.** If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter

2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

- 8.26. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries.** If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

[Signature Page Follows]

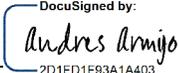
ELECTRONIC SIGNATURE

The Parties here 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 of the Agreement above, the Board of Education of the Fort Worth Independent School District and the Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed: 
Name: Andres Armijo
Title: Special Education Director
Date: 5/22/2024
Req. #:

FOR CONTRACTOR:

Signed: 
Name: Monique Castro
Title: ASL Interpreter
Date: 05/21/2024

SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed: _____
Dr. Angélica M. Ramsey
Superintendent of Schools
Date: _____

Business Organization: (Check one)

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

Type text h

APPROVED AS TO FORM:

Signed: 
Legal Counsel for District
Date: 05/29/2024

Contractor Employer ID #:

_____ 

Exhibit A – Services

Attach Contractor's Scope of Work

Exhibit A

Monique Castro
Sign Language Interpreting Services
3416 NW 30th St. Fort Worth, TX 76106
monique@trilingualsolutions.com
cesar@trilingualsolutions.com
214-998-6477

Rates and Services for Fort Worth ISD
2024-2025 School Year
Effective June 1st, 2023

Type of Service	Regular Hours M-F 08:00am to 5:00pm	After 5pm & Weekends	Emergency Rate
Bilingual (ASL/ENG)	\$55.00	\$70.00	\$80.00
Trilingual (ASL/ENG/SPA)	\$70.00	\$85.00	\$95.00

1. **BILLING:** All assignments will be billed at a 2-hour minimum. Any assignment going over the scheduled time will be billed in 15 min., increments.
2. **TRAVEL:** Fees for assignments will include travel time to and from the assignment within FWISD. If travel is needed for extra-curricular activities (athletics, etc.) 1 hour will be added to the scheduled time.
3. **CANCELLATIONS:** Any cancellation made in less than 24 hours from the start of the assignment will be billed at full charge of the originally scheduled assignment.
4. **EMERGENCY RATE:** Applies to requests submitted within 24 hrs of appointment.
 - a. Exception: When an assignment is canceled last-minute and the interpreter is requested to cover another assignment on the same day, the new request will be billed at the regular rate instead of the emergency rate.
5. **TRILINGUAL SERVICES:** Any assignment requiring an interpreter fluent in ASL, English and Spanish.
6. **SPANISH TRANSLATIONS:** Written translation in the Eng/Spa language pair, is available upon request, at 15 cents per source word.

Exhibit B – Deliverables

The contractor will provide sign language interpreting services to provide access to communication for students who are deaf or hard of hearing. Services may be provided during school hours and/or during extra-curricular activities. The services of the sign language interpreter will ensure that students have access to communication as documented in their Individual Education Plan and as required by the American with Disabilities Act.

Specific deliverables contained within the contract include: sign language interpreting services as needed by the District.

FORM D

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

The Contractor listed below will obtain history record information that relates to an employee, applicant for employment, or agent of the Contractor (“servant”) if the servant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property, or at another location where students are regularly present. The Contractor certifies to FWISD that before beginning work, and at least once per year thereafter, criminal history record information will be obtained. The Contractor shall assume all expenses associated with the background checks and shall immediately remove any servant who was convicted of any felony, or a misdemeanor involving moral turpitude, as defined by Texas law, from FWISD’s property or other location where students are regularly present. FWISD shall be the final decider of what constitutes a “location where students are regularly present.” Contractor’s violation of this section shall constitute a substantial failure.

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

(b) FELONY CONVICTION NOTIFICATION

Section 44.034(a) of the Texas Education Code states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

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

If the Contractor is a publicly held corporation, proceed to Section A, below.

I, the undersigned agent for the Contractor named below, certify that: (1) the information concerning criminal background check and notification of felony convictions has been reviewed by me; (2) the following information furnished is true to the best of my knowledge; and (3) I acknowledge compliance with this section.

Contractor’s Name: Monique Castro

Authorized Company Official’s Name: Cesar Castro

A. The Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable:

Company Official’s Signature: _____ Date: _____

B. The Contractor is not owned nor operated by anyone who has been convicted of a felony:

Company Official’s Signature:  Date: 5/21/2024

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

Name of Felon(s): _____

Details of Conviction(s): _____

Company Official’s Signature: _____ Date: _____

Note: Name & Signature of Company Official should be the same as on the Affidavit (Form C)

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

Model SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract Employees

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

Definitions:

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

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

On behalf of Cesar Castro, I, with the contact information provided below:

Individual’s Full Name: Cesar Castro
Street Address: 3416 NW 30th St, Fort Worth, TX, 76106
Telephone Number: 214-998-6477
Fax Number: [Individual’s Fax Number]
E-Mail Address: cesar@trilingualsolutions.com

Certify that (check one of the following):

- None of Contractor’s employees are *covered employees*, as defined above; **OR**
- Some or all of the Contractor’s employees are *covered employees*. If this box is selected, I further testify that:
 - Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees.
 - None of the covered employees has a disqualifying conviction.
 - Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

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

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

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



Signature

5/21/2024

Date

FORT WORTH ISD Quote Summary Form

Requisition Number:

Date:

Submitted by:

Vendor #1					Vendor #2					Vendor #3				
Company Name					Company Name					Company Name				
Contact Person					Contact Person					Contact Person				
Phone Number					Phone Number					Phone Number				
Date of Price Quote					Date of Price Quote					Date of Price Quote				
Other Information					Other Information					Other Information				
FWISD Rates Sheet					2024-2025 Rates					Rates Sheet				
Description	Qty	Unit Measure	Unit Price	Total	Description	Qty	Unit Measure	Unit Price	Total	Description	Qty	Unit Measure	Unit Price	Total
Bilingual (ASL/ENG) Regular Hours				\$ 55.00	Regular Hours			\$ 58.00	\$ 58.00	Regular Hours				\$ 70.00
After-Hours				\$ 70.00	After-Hours				\$ 87.00	After-Hours				\$ 105.00
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2024-2025 ISD Rates and Billing:

Regular	After-hours	Legal
\$58/hr	\$87/hr	\$85/hr Regular
Mon-Fri 8a-5p	Mon-Fri 5p-8a Weekend and Holiday	\$120/hr After-hours

All assignments will be charged a two (2) hour minimum in Tarrant County and a three (3) hour minimum outside of Tarrant County. Exceptions apply to counties outside of Tarrant, Dallas, and Denton. All minimums include one (1) hour of on-site time for each interpreter. Additional billing will be calculated in one-quarter hour increments for each interpreter.

Hired Hands honors a less than twenty-four (24) hour cancellation policy. Any assignments that are cancelled with less than twenty-four (24) BUSINESS HOURS NOTICE will be charged for the originally scheduled time.

Hired Hands reserves the right to determine if more than one (1) interpreter will be needed for any assignment that is: more than two (2) hours, has demanding content, or has multiple deaf participants. Hired Hands also reserves the right to determine if a Certified Deaf Interpreter (CDI) will be needed.

Business hours are recognized as being Monday through Friday 8:00am to 5:00pm. All other times will be considered after-hours and will be calculated at the *After-hours Rate*. After-hours are recognized as being; Monday through Friday 5:00pm to 8:00am, Saturdays, Sundays, and Holidays.

Thank you for your interest in our agency. Please visit our website www.HiredHandsInc.com to learn more about us or contact our office us at 817-236-3323. We would be happy to answer any questions you may have and help you to set up a service agreement so that we can start working together!

Signs2go Interpreting & Support Services, LLC (2024-2025 FWISD ONLY)

General Service Agreement/Guarantee of Payment

This service agreement made and entered into by and between Signs2go Interpreting & Support Services, LLC hereafter referred to as "Signs2go" and

X _____ hereafter referred to as "Company," both acting through their duly authorized agents, officers, and employees;

Signs2go provides to its clients: on site, certified Interpreters who are qualified to interpret/transliterate information for Deaf and Hard of Hearing persons.

The Company wishes to contract with Signs2go to render such services as needed and Signs2go wishes to provide said services to the Company;

Therefore, in compliance with the terms, covenants, conditions, promises, and mutual obligations contained herein, both parties agree to the following:

Term: The agreement will begin on _____ and be ongoing, with an annual increase in the base rate of \$1.00 hr each year. This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address below. All correspondence should be mailed to Signs2go and the Company at the following addresses:

Signs2go Interpreting & Support Services, LLC
Attention: Interpreter Scheduling
PO BOX 330713
Fort Worth, TX 76163
Phone: 817-294-7446
FAX: 817-294-7449
Email: manager@signs2gointerpreting.com

Company: _____

Attention: _____

Address: _____

Fax: _____
Phone: _____
Email: _____
Invoicing Email (if different): _____

In the event this agreement is terminated, it is agreed that Signs2go shall be paid in full for all services performed/reserved under this agreement up to and including the date of termination. Company shall make full and final payment to Signs2go within FIFTEEN (15) DAYS of receipt of the final itemized statement detailing the services performed and the fees accrued.

Billing: Signs2go must have a signed service agreement, which is a guarantee of payment (NOT AN EXCLUSIVE CONTRACT), on file prior to request of services. Invoices will be submitted by Signs2go within 3-5 business days after services are rendered unless other arrangements are made via written contract.

(Check preferred billing and payment method)

Invoice via (select one): email fax

We will be paying via: check credit card

Payment is due upon receipt and is considered late if not received thirty (30) days after the invoice date and will have a 20% reprocessing fee added. Signs2go will not be obligated to provide Interpreters to any Company with an outstanding balance of 45 days or more. The Company will be responsible for reimbursing any court or collection cost Signs2go must expend to recoup late payments.

This is a legal and binding agreement and may only be amended, in writing, with Signs2go approval. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

The Business Representative of the Company who has implemented the Agreement and whose signature is shown below has been authorized by the Company to implement the Agreement on behalf of the Company and to bind the Company thereto and has read and understands all of the rates, terms, and conditions set in motion by this Agreement.

Please read Appendix A: *Our Policies* and Appendix B: *Our Rates* for additional information pertinent to this Service Agreement. All exceptions MUST be documented, by our offices, on the lines below.

EXCEPTION(S): _____

Signs2go Agency Representative (initials) _____

Company Representative (initials) _____

Print- Company Authorized Representative Name and Title Date

Signature- Company Authorized Representative Date

Signs2go Authorized Representative Date

APPENDIX A

OUR POLICIES

1. Special Notes: All scheduling, cancellations, billing, and payments will be made through the Signs2go office, NOT through the Interpreters.

2. Scheduling Services: Signs2go must receive a properly completed Service Agreement/Guarantee of Payment signed by an authorized agent before Signs2go will be able to provide Sign Language Interpreting/Transliteration services, American Sign Language classes, Workshop Presentations/Keynote Speaker, or Deaf Cultural Awareness/Diversity Training.

The request for services should be made as soon as the need is known in order to maximize the potential for filling the assignment. The later the request, the more difficult to schedule a service provider.

Your Company's authorizing agent must contact the Signs2go Office during business hours and request the specified service. **Interpreting requests must include:** billing information, date, time, location of assignment, on site contact person's name and phone number, and situation-specific information pertinent to the assignment as necessary. It is *requested* that educational venues provide books, on loan (older versions are fine) OR a copy of the glossary for the duration of the semester. This allows Interpreter preparation opportunities to maximize the service provided. If prep materials are not available on loan, please provide a list of books required for the class.

Upon request for services, Signs2go shall make a reasonable effort to provide services using the most appropriate consumer/situation match. Due to the limited number of Certified Interpreters working in the State of Texas (less than 1,800), and the Deaf and HOH population in Texas (approx. 4 million who use interpreters) Signs2go assumes NO LIABILITY for any harm or damages resulting from:

- The inability to provide an interpreter at the requested time
- Scheduled Interpreter cancels due to personal reasons beyond Agency control

3. Block of Time: Interpreting services are scheduled according to the specific time the Company asks for an Interpreter. The Company will be billed for the entire block of time reserved/scheduled whether or not the assignment: is cancelled onsite, ends early, has breaks occur during the assignment, or the assignment is cancelled with less than a full forty-eight (48) business hours' notice. (See CANCELLATION POLICY) The Company will be billed in **15 minute increments**, per interpreter, **if the assignment exceeds scheduled time.**

4. Insufficiently Scheduled Assignments: The interpreter is scheduled for a specific amount of time as per your Company's request. The Interpreter may have another assignment and is not obligated to stay past the reserved time allotted. If the Interpreter's schedule allows for additional time on your site, the onsite contact's signature on our Job Information Form (JIF) will be deemed as authorization for any extended time your Company representative may need us for this assignment.

5. Number of Interpreters: Assignments with a duration of 1.25 hours or more, technical/specialized knowledge base, heavy lecture/interaction, and Theatrical events MAY REQUIRE a team of two (2) Interpreters due to the mentally and physically demanding nature of American Sign Language. This will be decided at the sole discretion of Signs2go. ALL Tactile (Deaf/Blind) assignments exceeding 1 hour

will require 2 interpreters. The Company will be billed for each Interpreter at the applicable rate, travel time and administration fees for the entire assignment.

All Signs2go Interpreters are CERTIFIED with the *possible exception* of one intern accepted annually. Interns and College students on practicum assignments are MENTORING with a Certified Interpreter team, in a learning capacity, and are no charge. Permission will be requested before they are sent.

6. Short Notice Request (less than 48 hour): A fee will be added to the invoice for all requests made on short notice.

7. Service Fees: The service fees for interpreting described in **Appendix B** (on page 6) will be charged for all assignments: per Interpreter, per session, per assignment. Annual Base rate will increase \$1.00 hr each year.

NOTE:

Our minimum rate includes one (1.0) hour hands available for all assignments

PLUS:

- One and one half (1.5) hour administration fee in Tarrant County + 1.0 hour minimum travel time.
- One and one half (1.5) hour administration fee + 2.0 hours minimum travel outside Tarrant County. (Actual travel time will be charged at the applicable hourly rate, PLUS mileage at \$0.40 per mile, for non-contiguous counties. Mileage will be billed on all assignments exceeding 50 miles from the office)
- Assignment time will be calculated in quarter hour increments, for everything in excess of the minimum reserved time, at the appropriate hourly rate.

**All assignments will be billed for the FULL time Reserved + Administration Fee + Travel
15 min wait for no show.**

TWC requirements will be met on TWC assignments

8. Additional Charges:

- meals, parking, mileage, airfare, lodging, and down time (any breaks or meal times that lock an interpreter to a specific location precluding them from other assignments) will be charged when applicable.
- If parking may be validated, specific directions for validation must be conveyed to Signs2go in advance.
- Additional prep time rates will be negotiated for Theatrical Events.
- Rates for American Sign Language classes, Workshop Presentations/Keynote Speaker, Deaf Cultural Awareness/Diversity Training, and Mentoring are dependent on the number of clients, the duration of the assignment, and other variables. These rates will be negotiated on an assignment specific basis.

9. Cancellation Policy:

- Assignments canceled with less than 48 Business Hours' Notice will be billed for the assignment in full (reserved time, plus travel and administration fees).
- Assignments canceled "On site" will be billed for the assignment in full (reserved time, plus travel and administration fees).
- If an assignment cancellation is left on the emergency phone/after business hours messaging service then the cancellation notice will not be considered "made" until the beginning of business the following

business day, at which time the 48 hour requirement for effective cancellation begins. NO EXCEPTIONS.

-There is NO CHARGE for assignments cancelled due to inclement weather. Our Interpreters are not required to get out in inclement weather.

10. Confidentiality: Signs2go acknowledges that the very nature of the Interpreting profession, connected with the performance of services for the Company, may allow for the possibility of the Signs2go Interpreter to acquire and make use of certain confidential information and trade secrets belonging to the Company which may include reports, memorandums, records of proprietary nature, interpreted conversations, etc.

In order to protect confidential information, Signs2go Interpreters will NOT use confidential information garnered on assignment, except in connection with the performance of services pursuant to this agreement, nor will they divulge confidential information to any third party, without Company consent, or as required by law.

Signs2go Interpreters shall comply with applicable laws governing the confidentiality of all medical records and peer review information. Signs2go Interpreters are bound by the National Interpreters Code of Professional Conduct and adhere to HIPAA standards.

In the event a Signs2go Interpreter receives a request or demand for disclosure of confidential information, Signs2go will promptly provide written notice and a copy of notification/demand received to Company. Upon termination of this Agreement, the Signs2go Interpreter will not take or retain any confidential information belonging to the Company. Without limiting other possible remedies for breach of this Agreement, the parties agree that the injunctive or other equitable relief shall be available to enforce this Agreement, such relief to be without the necessity of posting a bond, cash or otherwise.

Although this contract may cancel in the future, section 10 will continue to be honored by all parties involved.

APPENDIX B

OUR RATES

Phone: 817-294-7446

Fax: 817-294-7449

RATES AT A GLANCE						
In Tarrant County: 1hr min + 1.5hr Admin Fee + 1.0hr minimum travel	Office Hours (Base Rate) Rates Mon-Fri 8:00am-5:00pm	After Hours Rate X 1.5 Mon-Thurs 5:00pm-8:00am	Weekend Rate X 1.75 Fri-Mon 5:00pm-8:00am	Legal Rates (situation dependent- may require multiple interpreters)	Holiday Rate X 2.0 Scheduled Events Only	-Medical -Mental Health -Emergency Room -Hospital/ Clinic -Unscheduled Events
Outside Tarrant County: 1hr min + 2hr minimum Travel + Admin Fee (+ mileage @.40 per mile if applicable)	*Base rate increases \$1.00 hr each year.					Rate: As Posted Rate X 1.75: After hours/ Weekends Rate X 2.0: Holidays
Short Notice Fees:	Hourly Rate (See Below)	Hourly Rate (See Below)	Hourly Rate (See Below)	Hourly Rate (See Below)	Hourly Rate (See Below)	Hourly Rate (See Below) (ER excluded)
Level I/Basic	\$70.00 hr	\$105.00 hr	\$122.50 hr		\$140.00 hr	-\$75.00 Hr M-F during office hrs -\$131.25 Hr after hours/ weekends -\$150.00 Hr holiday
Level II/III/ Advanced/ Court Certified (limited availability)	\$70.00 hr	\$105.00 hr	\$122.50 hr	-\$79.00 Hr office hours -\$118.50 after hours -\$158.00 Holidays	\$140.00 hr	-\$75.00 Hr M-F during office hrs -\$131.25 Hr after hours/ weekends -\$150.00 Hr holiday
Level IV/V/ Master/ Court (limited availability)	\$85.00 hr	\$155.25 hr	\$214.38 hr	-\$88.00 Hr office hours -\$132.50 after hours -\$176.00 Holidays	\$170.00 hr	-\$90.00 Hr M-F during office hrs -\$157.50 Hr after hours. -\$180.00 Hr holiday
TACTILE INTERPRETERS: time specific rate. Requires 2 interpreters/Minimum 1 week notice to provide						
Interns and Practicum Students: must be accompanied by Certified Team Member at all times						
Assignment time/overtime: will be calculated in quarter hour increments for everything in excess of the minimum. Travel time + \$0.40 per mile on all assignments exceeding 50 miles from the office						
Holiday Rates-All State/Federal Holidays (for Thanksgiving/Christmas: Holiday + following day) charged from the close of business the day prior until the opening of business the following day.						

Company may be eligible to file: **TAX FORM 8826 "DISABILITY ACCESS CREDIT"** in addition to a **business operating expense deduction: Tax Form 3800 line 1g** to recoup some of the cost of providing Interpreting services. You can compare our rates to the State of Texas Rates by visiting: <https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssa-maximum-rates> Visit our website for additional information: <http://www.signs2gointerpreting.com/>

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

**TOPIC: APPROVE PURCHASE OF A MULTI-TIERED SYSTEM OF SUPPORTS
ONLINE DOCUMENTATION PLATFORM**

BACKGROUND:

Multi-Tiered System of Supports (MTSS) is a framework that focuses on intervention best practices in the areas of academics and behavioral health for the whole child. Tiers are based on student needs and increase the level of support provided as a student moves from classroom-wide to targeted and intensive interventions.

The MTSS online platform is an integrated system that provides campus staff academic and behavioral tiered supports and data collection while providing documentation and family communication regarding accelerated learning and supports provided to students.

By making this information actionable, the platform helps ensure that students are receiving the evidence-based accelerated learning support they need to meet grade-level standards and achieve academic success.

This is a renewal of an existing contract for the 2024-25 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve purchase of Multi-Tiered System of Supports Online Documentation Platform
2. Decline to Approve purchase of Multi-Tiered System of Supports Online Documentation Platform
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of Multi-Tiered System of Supports Online Documentation Platform

FUNDING SOURCE: *Additional Details*

General Fund 199-31-6399-208

COST:

\$420,021.00 (annual)

VENDOR(S)/PROVIDER(S):

Branching Minds, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Bid Summary / Evaluation

FWISD Solicitation Number: 19-111

Number of Bid/Proposals received: 11

Compliant Bids: 11

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Wide

RATIONALE:

This online platform will ensure a more streamlined system of support for students while providing suggested best practices for academic and behavioral interventions. Student interventions, academic, behavioral, and social-emotional, can be documented in this one system to give campus staff an easier process for reviewing data and supports, determining best practices for interventions, and progress monitoring of those interventions. This online system allows for documentation of HB 1416 content hours as prescribed for those students who Do Not Meet on STAAR/EOC as required by TEA. The online platform will also allow for required PEIMS reporting of interventions, mandated by state and federal guidelines.

The platform provides support by helping educators effectively manage and implement a Multi-Tiered System of Supports (MTSS), a nationally recognized evidence-based framework for effectively integrating supports and interventions to:

- * Improve student achievement
- * Target learning loss recovery
- * Monitor student progress
- * Improve teacher effectiveness and efficiency

Additionally, this online platform assists in achieving and documenting HB 1416 goals and requirements by:

- * Helping teachers and staff to quickly identify students needing supplemental instruction based on STAAR data
- * Streamlining communication with stakeholders, staff, and families for students needing support

- * Allowing teachers to quickly document intervention minutes for each student to ensure that they are meeting targets
- * Providing reports to track intervention minutes logged for students to ensure all students who require acceleration receive needed supports.

This Multi Tiered System of Supports Online Documentation Platform was originally implemented in January 2020. Furthermore, 504 and IEP at a Glance are housed within individual student profiles for ease of access for teachers and administrators.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading- Service Network 4



Fort Worth ISD, TX 24-25 Renewal

Quote created: March 27, 2024 Reference: 20240327-080814347

Fort Worth Independent School District

District Service Center / , 7060 Camp Bowie
Blvd
Fort Worth, Texas 76116
United States

Patricia Sutton

patricia.sutton@fwisd.org
18178142460

We understand that RTI/MTSS is a system-level practice intended to support *all* students in fluid and evolving ways, therefore BRM works with schools and districts at a systems-level. Below please find an overview of a way to get started with Branching Minds.

Partnerships with BRM includes the following:

- **Infrastructure support:** RTI/MTSS Handbook Template Wizard, RTI/MTSS audits (Roots Reports), and teacher Mindset Surveys.
- **Platform:** Licenses for all teachers, support staff, and administrators to support all students included in school/district enrollment (tiers 1, 2, 3 + students with IEPs, 504 Plans, and enrichment needs).
- **Integrations:** Data and technology implementation to streamline practice, including Student Information System (SIS) and assessment providers.
- **Ongoing customer support:** On-boarding process designed to identify and address needs and develop a successful implementation plan, periodic check-in calls to review effective implementation and intervention practice, live chat, and FAQs.
- **PD and Coaching:** A minimum amount of professional development is required for successful BRM implementation. Additional PD and coaching are available for RTI/MTSS infrastructure work and any related RTI/MTSS needs.

Success Package:

- Access to the MTSS Hub on-demand learning platform (LMS)
- Learning modules, tutorials, and videos to support educators as they configure and navigate the BRM platform and improve their MTSS practice

- Access to Best Practice Guides
- Branching Minds Design Workshop
 - Half-day onsite workshop with your dedicated Branching Minds success team to collaboratively design a custom onboarding and adoption plan aligned to the district's strategic vision and MTSS goals
- Key Contact(s) Adoption Planning with dedicated Professional Service Manager (up to 2 hours)
- District MTSS Team Launch & Configuration Workshop
 - Full-day onsite workshop designed to mobilize your district's activators
 - District MTSS Leads / Specialists will take a deep dive into Branching Minds and help identify objectives and milestones for your district's adoption journey
- Dedicated Enterprise Customer Success Manager
- Onsite beginning and middle of year meetings
- Onsite end of year impact review with BRM executive team
- Annual BRM Award Presentation
- Ongoing check-in meetings
- Milestone celebration
- Quarterly Impact Report
- Invitation to Regional MTSS Consortium
- In-app live chat support with prioritized first response time (during business hours)
- Tickets automatically routed to Tier 2 support specialists
- Customized live chat support using district's naming conventions & documentation
- Dedicated Customer Support Specialist assigned
- Access to Branching Minds Help Center
- Prioritized escalations and bug resolution time
- Dedicated Enterprise Data Implementation Specialist
- Project Plan with embedded district-specific Data Sharing Guide
- Help documentation
- Access to the MTSS Hub On-Demand Learning Platform – configuration and technical data implementation courses
- Weekly check-in meetings during onboarding
 - Data ingestion and validation
 - Platform configuration
 - Additional data implementation support, as needed
- Data Integration
 - Rostering (staff, students, demographic fields, student flags, custom tags)
 - Early Warning System/Graduation Risk Report (attendance, behavior and course marks)
 - Assessment (screener, benchmark and progress monitoring)
- Data extracts shared from Branching Minds to district via flat file (district responsible for mapping)
- Access to BRM Newsletter, Blogs, Podcast & Webinars
- Invitation to BRM MTSS Community
- 15 Tickets to BRM's Annual MTSS Summit

· Invitation to co-present with BRM in conferences and webinars

Katya Henderson - Director of Customer Success Branching Minds



Item & Description	Item Quantity	Unit Price	Total
<p>BRM Platform Licenses PK-12</p> <p>Student profiles and staff licenses created for all students and staff at partnering schools.</p> <p>License rate reflects a 32.5% discount from the standard \$8 per student rate.</p> <p>July 1, 2024 - June 30, 2025</p>	70,500	\$5.362 /year	\$378,021.00 /year for 1 year
<p>Standard Success Package</p> <p>The BRM Standard Success Package support and services that lead to a successful implementation of a school system's MTSS and its MTSS management system (the BRM platform).</p> <p>Standard Success Package fee reflects a 45% discount from our standard \$550 per school fee.</p> <p>July 1, 2024 - June 30, 2025</p>		\$300.00 /year	\$42,000.00 /year for 1 year
		Annual subtotal	\$420,021.00
		Total	\$420,021.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p>Patricia Sutton patricia.sutton@fwisd.org</p>	<p>[sig req signer1]</p>
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This contract begins on July 1, 2024 and will terminate on June 30, 2025.

Branching Minds Commitment to Purchase

Please accept this commitment to purchase the above products and services. We understand that upon signature of this Purchase Agreement by the district representative, we will be immediately licensed to use the Branching Minds programs outlined above, and be entitled to the services available under the terms of the executed Purchase Agreement.

I agree that use of the Branching Minds programs and services available under the terms of the executed Purchase Agreement are governed by the Master Subscription Agreement, available at <https://www.branchingminds.com/msa>, which is incorporated by reference hereto.

We, the undersigned, respectfully submit this Letter of Commitment for your acceptance, and attest that we are a designated agent for Fort Worth ISD.

Questions? Contact me



Katya Henderson

Director of Customer Success

katya.henderson@branchingminds.com

Branching Minds

157 Columbus Avenue, 4th Floor

New York, NY 10023

USA

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE CONTRACT TO PROVIDE MENTORSHIP/PROGRAMMING FOR FWISD GIRLS ON SOCIAL SKILLS, MENTAL HEALTH SUPPORT, AND COLLEGE AND CAREER READINESS.

BACKGROUND:

In partnership with District and campus leadership, the Tarrant County Program for the Development of Girls focuses on the development of the whole girl. Students learn to value themselves, take risks, and discover and develop their inherent strategies. The combination of long-lasting mentoring relationships, a pro-girl environment, and research-based programming equips girls to navigate economic and social difficulties, grow up healthy, educated, and independent. Mentors work to ensure students have the knowledge, resources, skills to live healthy lives, and access meaningful educational opportunities. Students participating in the programs are less likely to engage in risky behaviors, are eager to learn, successful in school, more likely to graduate from post-secondary education, display diligence, perseverance, and resilience.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract to Provide Mentorship/Programming for Fort Worth ISD Girls on Social Skills, Mental Health Support and College and Career Readiness.
2. Decline to Approve Contract to Provide Mentorship/Programming for Fort Worth ISD Girls on Social Skills, Mental Health Support and College and Career Readiness
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract to Provide Mentorship/Programming for Fort Worth ISD Girls on Social Skills, Mental Health Support and College and Career Readiness.

FUNDING SOURCE:

General Fund

Additional Details

199-31-6299-152

COST:

\$105,000

VENDOR(S)/PROVIDER(S):

Girls Inc of Tarrant County

PURCHASING MECHANISM:

Competitive Solicitation
RFP #21-083-M

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Arlington Heights High School	Eastern Hills High School
Polytechnic High School	Northside High School
William Monnig Middle School	Leadership Academy of Forest Oak
Morningside Middle School	E. M. Daggett Middle School

RATIONALE:

The program will provide weekly sessions with girls from each identified campus throughout the 2024 - 2025 school year. The contractor provides extra-curricular events and services for all participating girls. As part of these services girls will receive academic support, build leadership skills, explore career options, focus on personal health, and engage in regular conversations regarding behavior management and conduct. The program will work closely with campus leadership to define and assess specific campus needs. Girls will receive support in addressing life challenges to stay on track academically. The social skills support and behavior management components of this program are critical to the success of the participating girls.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading, Network 4

Exhibit A

Girls Inc. of Tarrant County | 304 E. Vickery Blvd., Fort Worth, TX 76104 | 817-259-1050 | www.girlsinclarrant.org



**girls
inc.**

of Tarrant County

Proposal to Fort Worth ISD – Leading and Learning

**Proposal to Fort Worth ISD for
The Girls Inc. of Tarrant County Whole-Girl Approach**

A NEED FOR CHANGE

Girls Inc. of Tarrant County programs are focused on Strong (mental health & well-being), Smart (educational achievement), and Bold (leadership and community action) Initiatives that support the development of positive coping skills, conflict resolution skills, and goal setting in a pro-girl environment.

Imperative to academic success is ensuring the mental health and well-being of students. In a 2021 CDC report about the Mental Health, Suicidality, and Connectedness Among High School Students," research revealed a generation reeling from the trauma experienced during the pandemic. More than 40% of teens surveyed reported they feel "persistently sad or hopeless," "All students were impacted by the pandemic, but not all students were impacted equally." K.Ethier, head of CDC's Division of Adolescent and School Health

In the CDC study, girls reported faring worse than their male peers. The most alarming details of the CDC research are centered around the decline of the mental well-being of our youth over the last decade, especially for girls. Almost 3 in 5 teenage girls reported feeling so persistently sad or hopeless almost every day for at least two weeks in a row during the previous year that they stopped regular activities. And 1 in 3 girls seriously considered attempting suicide in the previous 12 months – a nearly 60% increase from a decade ago.

In October 2021, the American Academy of Pediatrics declared a national emergency in child and adolescent mental health, saying that its members were caring for young people with soaring rates of depression, anxiety, trauma, loneliness, and suicidality that will have lasting impacts on them, their families, and their communities." Struggles with mental well-being had a direct impact on students' abilities to succeed academically even after returning to school campuses, 66% of youth reported having difficulty with schoolwork.

The CDC's research showed bright spots also though. Feeling connected can be "a protective factor." Girls Inc. of Tarrant County programming in schools and community provides this sisterhood of support and mentorship that leads to grounding connection.

Girls Inc. of Tarrant County is a girls-serving organization that serves all girls. Additionally, our programs are intersectional and our program team is trained to deliver programming and mentoring that also centers the needs of girls of color. Black and Latinx girls are less likely than girls of other races/ethnicities to cite lack of confidence as a deterrent to leadership aspirations. However, the most significant internal barrier cited by Latinx girls was a fear of negative outcomes when presented with an opportunity to lead. For example, nearly one in three Latinx girls and nearly 25% of Black girls fear being embarrassed or ridiculed as a result of taking on a leadership role. (girlsleadership.org/readytolead, 2020 Research Report, Jacobs) Girls Inc. of Tarrant County Leadership and Community Action program gives girls a safe space to strengthen their leadership and advocacy skills and opportunities to use their voices in our community.

Girls Inc. of Tarrant County whole-girl approach gives girls the tools to lead a more empowered lives and succeed academically.

THE GIRLS INC. of Tarrant County WHOLE-GIRL APPROACH

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

Staff develop mentoring relationships with the girls to challenge growth, express care from a positive role model, and expand possibilities. Group and individual mentoring activities are provided on campus during school hours and after school. A research-based curricula is delivered in a group-setting. Girls' Inc. of Tarrant County activities are focused on Strong (mental health & well-being), Smart (educational achievement), and Bold (awareness and community action) initiatives.

<p>STRONG: Healthy Program activities and experiences that provide girls with the knowledge, awareness, skills, resources to develop and sustain a healthy lifestyle. Impact:</p> <ul style="list-style-type: none"> • Positive body image • Positive coping skills • Mental Health support 	<p>SMART: Equitable Education Program activities and experiences that expand on and support girls' school-based learning and engagement. Impact:</p> <ul style="list-style-type: none"> • Educational aspirations • School engagement • School performance • Post-secondary readiness 	<p>BOLD: Empowerment Program activities and experiences that build the knowledge, skills and behaviors that enable girls to empower themselves independently. Impact:</p> <ul style="list-style-type: none"> • Resiliency skills • Leadership • Social responsibility
<p>Evidenced Based Program -- Curricula Delivery</p>		
<p>Topics/Curriculum Mind & Body Friendly PEERsuasion (healthy choices)</p>	<p>Topics/Curriculum Academic Coaching College & Career STEM</p>	<p>Topics/Curriculum Community Action Girl Power (Life Skills) Media Literacy</p>
<p>Social & Emotional Learning & Mentoring</p> <ul style="list-style-type: none"> • Group mentoring - 6 or less participants seeking support over the same or similar topic. • Individual mentoring - 1:1 mentoring. • Mediation & Conflict resolution - Support in creating opportunities for understanding between two differing parties. 		
<p>Time: During the Day during an elective, advisory or pass/fail class</p>		

Community Engagement: Community Resource Fairs, Parent Engagement, Professional Development/Trainings for partners (non-profits, school personnel...etc.): cultural awareness, building relationships & overcoming bias.

Staff: background in social work, youth development and sociology along with all staff trained in Youth Mental Health First Aid, Trauma Informed Care, Developmental Relationship and Behavioral Intervention.

POPULATION SERVED

Girls Inc. of Tarrant County will serve elementary, middle school and high school campuses agreed upon by FWISD and GTC during the 2024-2025 school year.

PROGRAM ACTIVITIES

Girls Inc. of Tarrant County staff will collaborate with the Fort Worth ISD leadership to understand and prioritize the needed programming and enrichment activities that will enhance school attendance. All Girls Inc. of Tarrant County activities and instruction are tailored to the unique needs of each campus. Programming may include:

1. ***Mentoring*** is a key program component and informs all aspects of our service provision and programming. Girls Inc. of Tarrant County mentoring, both one-on-one and in small groups, helps girls address life challenges and personal struggles to stay on track academically. Our program staff, who have a background in social work, youth development and sociology and are trained in youth mental health, also assess for more critical needs and make appropriate referrals.
2. ***Mental Wellbeing, Research-Based Curricula*** that is hands-on and minds-on, includes:
 - ***Project Bold*** is an intensive program to help the most at-risk girls avoid, address, and cope with violence and trauma so that they can experience successful futures. Many of these girls have experienced some form of trauma and need special support to overcome its unique challenges.
 - ***Girl Power!*** focuses on personal health including self-esteem, boundaries, healthy relationships, health and hygiene, and pregnancy prevention.
 - ***Friendly PEERSuasion*** develops skills and motivation to resist using harmful substances such as alcohol, tobacco, and other drugs and to be inspired to help friends and family do the same.
 - ***Girls Beyond Bullying*** equips girls with the tools to recognize and respond to peer abuse in appropriate and effective ways.
 - ***Media Literacy*** increases awareness of the scope, power, and effects of the media on girls and women. Girls Inc. of Tarrant County girls learn to analyze media messages, advocate for change in entertainment and advertising, and create images that are more realistic and reflective of their lives.

IMPLEMENTATION NEEDS

- Dedicated classroom space for Girls Inc. of Tarrant County programs

- Point of contact person with each campus for Girls Inc. of Tarrant County communication and scheduling
- Support in evaluating program outcomes
- Opportunities to engage in committees or student support meeting along with teachers, counselors, and administration
- Opportunities to speak with school faculty and parents regarding Girls Inc. of Tarrant County programming

GOALS AND OUTCOMES

Girls Inc. of Tarrant County provides programming and support to boost girls' mental wellbeing and increase their self-protective factors, while improving their academic performance. In partnership with FWISD, we anticipate the following outcomes for the girls who receive comprehensive Girls Inc. of Tarrant County programming.

Girls Inc. of Tarrant County girls:

- Gain life skills
- Increase academic engagement
- Strengthen family relationships
- Improve their mental health
- Increase school attendance and on-time graduation

ABOUT GIRLS INC. OF TARRANT COUNTY

The mission of Girls Inc. of Tarrant County is to inspire all girls to be strong, smart, and bold. This translates into programs that encourage health, wellness, education, career readiness, and independence. Through advocating for girls and their futures, Girls Inc. of Tarrant County strives to reduce barriers in girls' lives that stem from violence, poverty, and inequity that they encounter at home, at school, in relationships, online, or in their community.

Girls Inc. of Tarrant County employs clear measures of accountability to ensure concrete, positive outcomes for girls served by employing the Six Essential Elements that make up the Girls Inc. of Tarrant County Experience:

- 1) Pro-girl and girls-only environment that is physically, socially, and emotionally safe
- 2) Trusting, mentoring relationships with adult staff and volunteers trained in an approach that is grounded in a belief in girls' rights and abilities
- 3) Holistic, compensatory, and intentional programming focused on girls' needs
- 4) Relevant, field-tested, and research-based curricula that confront the serious needs of girls
- 5) Girl-centered, motivating, deliberate, and interactive activities that develop and promote girls' strengths
- 6) Sustained exposure to programming and connection with a girl over time to increase positive outcomes and reduce the potential for negative outcomes

WHAT PARTICIPANTS SAY ABOUT GIRLS INC. OF TARRANT COUNTY

"To be cared for by a Girls Inc. mentor is a feeling that will live inside me forever and I will always have a desire to make others feel that special." -Areysi M., *Girls Inc. of Tarrant County alumnae and future filmmaker*

"We were all in the Girls Inc. classroom looking for validation that we have the right to exist in this world. The Girls Inc. staff make us feel like we matter. The words we share with them are taken seriously. Girls Inc. is my safe place." -Asma H., *Girls Inc. of Tarrant County alumnae and future nurse*

"Girls Inc. has made it a priority to have strong women in their staff and they are putting these women in a place where they are needed." -Betsy A., *Girls Inc. of Tarrant County alumnae and future politician*



End of the Year 2024 Partnership with Fort Worth ISD Leading and Learning

We are so grateful for our 15-year+ partnership and another year of serving FWISD girls. During the 2023-2024 school year, Girls Inc. of Tarrant County partnered with Fort Worth ISD Leading and Learning department to provide our in-school comprehensive and positive mentoring program during the school day, providing direct services to over 600 girls at the following schools:

- William Monnie Middle School
- Forest Oak Learning Academy 6th
- Forest Oak Learning Academy 7th-8th
- Morningside Middle School
- Daggett Middle School
- Eastern Hills High School
- Polytechnic High School
- Arlington Heights High School
- Northside High School

Girls Inc. of Tarrant County comprehensive programs were offered during the school day as part of the school's master calendar or offered as an elective class, during lunch, after-school with special presentations/conferences on site. The program delivery was facilitated 2-3 days per week/per campus. In addition to our comprehensive programs, Girls Inc. of Tarrant County girls participate in summer camps, workshops, STEM, and special initiatives throughout the year.

Girls Inc. of Tarrant County started the school year fully staffed and delivered developmentally appropriate, positive mentoring programming that empowers young women to gain skills to help achieve their potential. Several members of our program team have a background in social work and are trained in youth mental health and trauma informed care. The direct care staff also partnered in the community to provide appropriate referrals for the families' and students' most critical needs.

In working closely with the girls, we learned additional support was needed in the areas of academic needs and mental well-being. Programs addressed topics such as: bullying, substance abuse, academic failure, school dropout, and the gender-specific root issues associated with these problems. Our program teams at the schools focused on addressing girls' lack of self-esteem and self-confidence; insufficient support at home; decreased interest in school, poor academic performance, time management, anger and aggressive behavior, teen pregnancy, and other obstacles girls face.

90% of Girls Inc. girls have better attendance than their counterparts, and girls in our programs are more likely to be engaged in school and are better prepared for life after high school.

Girls Inc. of Tarrant County is an outcome-driven organization tracking data collected annually through our Strong, Smart, & Bold Outcome Survey (SSBOS) which evaluates the impact of Girls Inc. of Tarrant County on participants' academic and behavior outcomes. Our SSBOS survey outcomes will be available in the fall of 2024. We have shared student specific data, attendance and dosage to FWISD Elementary Student Engagement department to measure impact in the areas of girls academic performance, school attendance and behavior referrals and results to be reported August of 2024.

Additionally Included is a third-party research study, Stronger, Smarter, Bolder: Girls Take the Lead. This research was completed by American Institute for Research (AIR) in 2019 and published in early 2020. This research was made possible through our partnership with Fort Worth ISD. On 24 dimensions, Girls Inc. of Tarrant County girls were significantly more prepared than girls who had not had the Girls Inc. of Tarrant County Experience. They were more likely to engage in pursuits and express beliefs that lead to physical and mental wellbeing, academic achievement, and strong character and leadership. The full report is attached.



24-25 Budget to serve 5 district pyramids, in the four Service Networks, Arlington Heights, Northside, Diamond Hill-Jarvis, Eastern Hills, and Polytechnic under the contract with the Leading and Learning Department. Girls Inc. of Tarrant County will focus on building programs throughout all district pyramids ongoing. We are requesting \$105,000 funding for the 2024-2025 SY.

EXPENSES	
Salaries	276,050
Benefits/Health & Retirement	48,512
Payroll Taxes	20,537
Contract Labor/Professional Fees	2,000
Supplies & Field Trips	36,760
Telephone/Connectivity	1,870
Postage	250
Printing	800
Transportation	8,000
Conferences/Professional Training	1,600
Intern Stipends	2,000
Equipment	2,670
Commercial Insurance	6,500
Payments, Affiliate Organization	1,200
Information Technology	2,000
TOTAL	\$410,749*

*Girls Inc. of Tarrant County's total true annual expenses to serve 5 pyramids with the same level of services at each campus is: \$410,749.

*Requesting \$105,000 from Fort Worth ISD plus \$305,749 to be raised by GITC to support the expenses of program delivery. FWISD support 25.57% of program expenses for identified pyramids.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE ONE-YEAR RENEWAL WITH PROVIDER FOR STUDENT PROGRESS PLATFORM FOR ACADEMIC MANAGEMENT SERVICES.

BACKGROUND:

This online student progress platform service is designed to assist counselors with the academic management of transcripts and schedules, as well as identifying data errors promptly. In addition, the platform software automatically identifies students off-track to graduate or missing out on eligible academic opportunities. The student progress platform service offers a digital safety net for students, delivering an ‘always-on’ alternative to manual efforts to find, flag, and fix errors that jeopardize a student’s academic trajectory. Accountability reports are available by grading period and/or on-demand for students in grades 9-12 at the campus and District levels. Having a reliable resource management tool in place affords counselors the opportunity to devote more of their time to the present needs of their students and families. Fort Worth ISD Counseling Services Department first contracted with the vendor during the 2021-2022 school year and has found the service to be an essential component to keeping students on track to graduate. The contract renewal is for the 2024 - 2025 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve One-Year Renewal with Provider for Student Progress Platform for Academic Management Services.
2. Decline to Approve One-Year Renewal with Provider for Student Progress Platform for Academic Management Services.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve One-Year Renewal with Provider for Student Progress Platform for Academic Management Services.

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-31-6399-157

COST:
\$66,630.00

VENDOR(S)/PROVIDER(S):

Panorama Education DBA Mesa Cloud Inc.–Harris County Choice Partners Contract #21/031KN-44

PURCHASING MECHANISM:

Cooperative Agreement

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All FWISD High Schools

RATIONALE:

The vendor assists with academic management so counselors can better meet the needs of all students on their caseload. The ability to monitor student progress is required to account for master schedule changes, update courses, meet graduation requirements and assessment results. To offset some of these factors, the platform can help by automatically identifying students off-track to graduate and missing eligible academic opportunities. This technology assists counselors and administrators in keeping all students on track for success.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading, Network 4

PANORAMA EDUCATION - SERVICE ORDER



PANORAMA
EDUCATION

Harris County Choice Partners Contract #21/031KN-44

Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Fort Worth Independent School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Christina Galanis, Director of Secondary Student Engagement	<i>Contact</i>	Account Management Team
<i>Billing / Payment Address</i>	7060 Camp Bowie Blvd	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Fort Worth, TX 76116	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	christina.galanis@fwisd.org	<i>Email</i>	Contact@panoramaed.com
<i>Primary Contact Phone Number</i>	(817) 814-2900	<i>Phone</i>	(617) 356-8123
<i>Accounts Payable Contact</i>	Accounts Payable		
<i>Accounts Payable Email Address</i>	accountspayables@fwisd.org		
<i>Accounts Payable Phone Number</i>			
<i>Purchase Order Required?</i>	Yes [X] No []		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> Dashboards and reporting for teachers, student support staff, school administrators, and district administrators 		Effective Date:	07/01/2024
		Contract Term: <i>(From Effective Date)</i>	<u>07/01/2024 - 06/30/2025</u>
		Annual License Fee:	\$66,630 / year
Mesa OnTime Solution: Platform Licenses Online centralized student progress platform that automatically monitors, flags, and fixes graduation pathways for each student.		Subtotal License Fee Over Contract Term:	\$66,630
		Annual Total: <i>(Invoiced on Effective Date)</i>	\$66,630 / year
		Total Over Contract Term:	\$66,630

PANORAMA EDUCATION - SERVICE ORDER



PANORAMA
EDUCATION

Harris County Choice Partners Contract #21/031KN-44

(3) Agreement

~~The entire agreement by and between Client and Panorama (“Agreement”) consists of (i) the terms set forth in this Service Order (“SO”) and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO (“Terms”).~~

(4) Supplemental Terms and Conditions (if any)

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY JUVENILE SERVICES OPERATING THE LYNN W. ROSS JUVENILE DETENTION CENTER FOR THE TERM OF ONE YEAR, ENDING WITH THE 2024-2025 SCHOOL YEAR.**

BACKGROUND:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Lynn W. Ross Juvenile Detention Center is a residential facility for the delinquent youth located within Fort Worth ISD (FWISD) and operated by the Tarrant County Juvenile Department, an agency of the county of Tarrant that provides 24-hour care, control, custody for students between the ages often (10) and seventeen (17) years old. FWISD funds six (6) Full-Time Equivalent (FTE) teacher positions for the location.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center for Term of One Year, Ending with the 2024-2025 School Year
2. Decline to Approve Memorandum of Understanding between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center for Term of One Year, Ending with the 2024-2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center for Term of One Year, Ending with the 2024-2025 School Year

FUNDING SOURCE: **Additional Details**

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Tarrant County Juvenile Services - Lynn W. Ross Juvenile Detention Center

PURCHASING MECHANISM:

Interlocal Agreement

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Student Discipline and Placement
FWISD school that have student that are detained

RATIONALE:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency and the Texas Juvenile Justice Department by cooperative effort, shall develop and by rule adopt a memorandum of understanding.

INFORMATION SOURCE:

Dr. Tamekia L. Brown, Associate Superintendent, Learning & Leading- Network 4

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into as of the 1st day of July 2024 (the "Effective Date"), 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 Tarrant County, Texas (also referred to as the "District") and **Tarrant County Juvenile Services** operating the **Lynn W. Ross Juvenile Detention Center**, at 2701 Kimbo Road, Fort Worth, Texas, 76111, a non-profit organization whose principal place of business is located within Tarrant County, Texas. (hereinafter the "Facility").

WHEREAS, this Memorandum of Agreement between the District and the Facility; and,

WHEREAS, Facility has been developed to provide a written document on the relationship that exists in regard to federal programs; and,

WHEREAS, the Texas Education Agency in the school year 2024-2025 Standard Application System (SAS,) which includes the program(s) listed in the second paragraph, requests the date of a written agreement and,

WHEREAS, Special Education is not included in the SAS; and,

WHEREAS, the District will provide support from Elementary and Secondary Education Act (ESEA) Title I, Part D., Subpart 2, through negotiated participation in activities; and,

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the Texas Education Agency (TEA), and TEA will advise the Fort Worth Independent School District of the numbers of students to be served and the amount of funding.

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

TERMS AND CONDITIONS:

Term

The term of this Agreement (the "Term") is for the 2025 Fiscal Year, which is from July 1, 2024, through June 30, 2025, unless earlier terminated by either party upon thirty (30) days written notice. The term of this Agreement may be further extended by mutual written agreement signed by the parties.

Description of Professional Services

Scope of services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education.
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and, or employment.
- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities.
- Provide dropout prevention programs that serve at-risk children and youth identified as school-

aged individuals who are at-risk of academic failure, have a drug or alcohol problem, are pregnant or are parent(s), have previously come into contact with the juvenile justice system, are at least 1 year behind the expected grade level for the age of the individual, are migrant or an immigrant, have limited English proficiency, are gang member(s), has previously dropped out of school, or have a high absenteeism rate at school.

- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education.
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education.
- Provide programs providing mentoring and peer mediation.

Implementation of Services

- Ensure, to the extent possible, that the educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the correctional facility, or provide them with the skills necessary to gain employment *or* to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the correctional facility and the community school;
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220), and vocational and technical educational funds;

- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Coordination of Services

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

Other Terms and Conditions

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

Non-discrimination

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

Public Information

This Agreement is subject to the provisions of the Texas Public Information Act, Section 552 *et seq* of the Texas Government Code.

Compliance with Laws

In providing the services required by this Agreement, both parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Severability

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

Captions

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

Entire Agreement

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

Notices

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to Facility: **Bennie Medlin**
Director and Chief Juvenile Probation Officer
Tarrant County Juvenile Services-Lynn W. Ross Juvenile Detention Center
2701 Kimbo Rd.
Fort Worth, Texas 76111

As to the District: **Dr. Angélica M. Ramsey**
Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

With a copy to: **Mirgitt Crespo**
Grants and Development Interim Senior Officer
Federal Programs
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date indicated above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

 5/27/2024

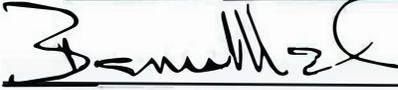
Dr. Angélica M. Ramsey - Superintendent

Date: _____



Dr. Tameika Brown, Associate Superintendent

LYNN W. ROSS JUVENILE DETENTION CENTER



Name: Bennie Medlin

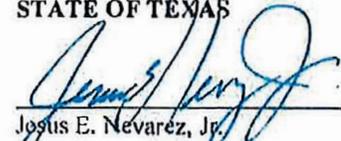
Title: **Director and Chief Juvenile Probation Officer**

Date: 3/6/24

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____ day of _____, 2024, by Commissioners Court Order Number _____.

**TARRANT COUNTY
STATE OF TEXAS**



Josus E. Nevarez, Jr.
Juvenile Board Chairman
200 E. Weatherford St, Fort Worth, TX 76196

3/6/2024
Date

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

Date

APPROVED AS TO FORM:

James Marwin Nichols
Criminal District Attorney's Office*

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

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Dyslexia Services

RATIONALE:

This Diagnostician Preparation Program will allow Dyslexia teachers to become Certified Education Diagnosticians to assist with the identification of students in need of special education services including specialized instruction for students with Dyslexia.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading- Network 4

MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING in and Between the Agreeing Parties:

Region 10 Education Service Center CERTification Programs

&

Fort Worth ISD

Authorization

This Memorandum of Understanding (MOU) is an agreement under the authority of the Texas Inter-local Cooperation Act, Gov Code § 791.001 *et seq.* which authorizes school districts, education service centers and other governmental entities to covenant for the purpose of achieving efficiency in the accomplishment of the governmental administrative functions.

Purpose

The purpose of this partnership is for Fort Worth ISD to allow two candidates to complete their 2024-2025 internship/practicum field experience through the Region 10 Educational Diagnostician Certification Program.

Roles and Responsibilities of Region 10 ESC CERTification Programs

Region 10 ESC CERTification Program agrees to:

1. Region 10 ESC will oversee the EPP and follow all state guidelines.
2. Region 10 ESC will award mentors/site supervisors in FWISD with 50 hours of professional development upon completion of mentor/site supervisor requirements.
3. Region 10 ESC will assign each candidate a Region 10 Field Supervisor.
4. Region 10 ESC will complete all necessary paperwork for certification including, but not limited to, collection of observation reports and certification recommendations.

Roles and Responsibilities of Fort Worth ISD

Fort Worth ISD agrees to:

1. FWISD will provide a site supervisor/mentor during the candidate's internship/practicum field experience.

Term

This Agreement is effective from the date of execution and shall be in effect unless either party gives thirty (30) days written notice of termination.

Dissolution & Termination

This Agreement may be terminated, with or without cause, by either party upon a thirty (30) day written notice. Upon termination, any outstanding payment for services rendered or goods received are due and payable by either party to the other.

Agreement Amendment

Once executed, any provision of this Agreement may be amended by the written agreement of both parties.



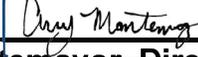
Bud Nauyokas (May 30, 2024 15:41 CDT)

**Dr. Bud Nauyokas, Director
Operations & Certification
Education Service Center Region 10**

May 30, 2024

Date

DocuSigned by:

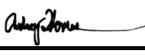


**Amy Montemayor, Director
Dyslexia / Specialized Learning
Fort Worth ISD**

5/30/2024

Date

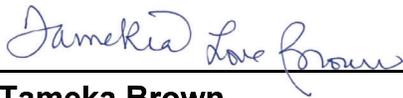
DocuSigned by:



**Audrey Thompson, Executive Director
Specialized Programs
Fort Worth ISD**

6/2/2024

Date



**Dr. Tameka Brown
Associate Superintendent of Learning and Leading
Fort Worth ISD**

06/03/2024

Date



**Alexander Athanason
Fort Worth ISD Legal**

06/11/2024

Date

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

FWISD Elementary Campus locations district wide

RATIONALE:

The Memorandum of Understanding annual approval by the Board is necessary to ensure compliance of federal guidelines under IDEA and Texas Education Code 300.124(a).

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading Network 4

MEMORANDUM OF UNDERSTANDING

Fort Worth ISD/SSA and ECI of North Central Texas

2024-2025

Overview:

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

Purpose:

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

This Memorandum sets forth the intention of the ECI(s) and LEA(s) to work together to ensure this seamless transition occurs. Attached is a detail of ECI and LEA responsibilities, including statutory requirements, in accomplishing this objective. Revisions to the memorandum and detailed responsibility attachment will be developed as needed to reflect major agency reorganizations or statutory changes that affect the agencies and/or their responsibilities.

Terms of Agreement:

This Memorandum will be effective for the 2024-25 fiscal year (September 1, 2024 through August 31, 2025); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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Transition Process	5
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Sample LEA Agenda	13
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I. Deaf or Hard of Hearings (D/HH) and/or Visual Impairments (VI)

D/HH/VI	ECI	D/HH/VI	LEA
	<p>1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.</p> <ol style="list-style-type: none"> Must develop the IFSP within 45 days of initial referral to ECI; Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process. 		<p>1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year- round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.</p> <ol style="list-style-type: none"> Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit. Requirements defined by Part C as specified definitions. Must make services available to families and be flexible in accommodating their schedules. Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability.
	<p>2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in coordination with the LEA, within 45 days of referral.</p> <ol style="list-style-type: none"> Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals. 		<p>2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process.</p> <ol style="list-style-type: none"> Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.
	<p>3. Provides children from birth through 2 suspected of having D/HH and/or VI with:</p> <ol style="list-style-type: none"> Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist; Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below; Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available; With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate; An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH 		<p>3. Will keep a folder on each child that contains, at a minimum, the following documentation:</p> <p>Basic child and family information:</p> <ol style="list-style-type: none"> Referral information; A copy of the eye doctor report and/or otolaryngologist and audiologist reports; Evaluation/assessment reports; The initial and subsequent IFSPs; Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.) For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count; Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and A copy of the Visual Impairment Supplement that

D/HH/VI	ECI	D/HH/VI	LEA
<p>and/or VI will be addressed;</p> <p>f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and</p> <p>g. Paperwork that has been received and documented by the 20th of each month.</p> <p>4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment within 5 days, with appropriate written referrals and notifications including the following:</p> <p>a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI);</p> <p>b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS);</p> <p>c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and</p> <p>d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment.</p> <p>* Services for VI included in the IFSP must be provided by a TVI and COMS.</p>	<p>addresses the expanded core curriculum and/or a copy of the D/HH Supplement that addresses preferred mode of communication.</p> <p>4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following:</p> <p>a. A functional vision evaluation and learning media assessment by a TVI;</p> <p>b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist;</p> <p>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district;</p> <p>d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</p> <p>e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>f. Services by a TVI and a COMS, as specified by the IFSP;</p> <p>g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address (ECI.aivideos@mhmrtc.org) using a designated naming convention in the subject line no later than one week following the day of the visit;</p> <p>h. Materials that are available through Quota Funds as specified by the IFSP; and</p> <p>i. Registration on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-Blind Child Count.</p>		
<p>5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:</p> <p>a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist;</p> <p>c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH</p>	<p>5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:</p> <p>a. Assessments required to determine the need for services or adaptive equipment related to being D/HH;</p> <p>b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</p> <p>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA</p>		

D/HH/VI ECI	D/HH/VI LEA
<p>will be addressed; and</p> <p>c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.</p> <p>* Services for children who are D/HH included in the IFSP must be provided by a TODHH.</p>	<p>timelines from signed parent consent provided by parent or by ECI to the district;</p> <p>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the child's hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>e. Services by a TODHH, as specified by the IFSP;</p> <p>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email address (ECI.aivdocs@mhmrtc.org) no later than one week following the day of the visit.</p> <p>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and</p> <p>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD.</p>
<p>6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present.</p>	<p>6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.</p>
<p>7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP.</p>	<p>7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations.</p>
<p>8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.</p>	<p>8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement.</p>
<p>9. No Additional Requirements</p>	<p>9. Ensures that each LEA will enroll all children, birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3.</p>
<p>10. No Additional Requirements</p>	<p>10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.</p>

D/HH/VI	ECI	D/HH/VI	LEA
	11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.		11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.
	12. No Additional Requirements		12. Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined.

II. Transition Process

Transition	ECI	Transition	LEA
	<p>1. By 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which will take place on the child’s 3rd birthday to:</p> <ul style="list-style-type: none"> ● Early Childhood Special Education; or ● Other services that may be available, if appropriate. 		<p>1. LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by:</p> <ul style="list-style-type: none"> ● Signature on MOU; ● Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family; ● Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present.
	<p>2. Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child’s 3rd birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child’s 3rd birthday. This can be done at the transition conference, in a referral packet.</p> <p>In addition, with parent’s consent, ECI will send to LEA (by fax or email), the LEA notification form with family information that includes the date of initial eligibility, the initial IFSP and the most recent progress notes.</p> <p>ECI will use the definition of potentially eligible provided by the State ECI.</p> <p><i>IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:</i></p> <ul style="list-style-type: none"> ● Deaf or Hard of Hearing (D/HH) ● Autism (AU) ● Deaf-Blindness (DB) ● Emotional Disturbance (ED) ● Intellectual and Development Disabilities (IDD) ● Multiple Disabilities (MD) ● Non-Categorical Early Childhood* ● Orthopedic Impairment (OI) 		<p>2. LEA will treat the Part B Potentially Eligible Notification as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference.</p>

Transition ECI	Transition LEA
<ul style="list-style-type: none"> ● <i>Other Health Impairment (OHI)</i> ● <i>Learning Disability (LD)</i> ● <i>Speech Impairment (SI)</i> ● <i>Traumatic Brain Injury (TBI)</i> ● <i>Visual Impairment (VI)</i> <p><i>*The “Non-Categorical Early Childhood” category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as “NCEC” if he or she has been found to meet the criteria for one of the conditions below:</i></p> <ul style="list-style-type: none"> ● <i>Intellectual and Development Disabilities (IDD),</i> ● <i>Emotional Disturbance (ED),</i> ● <i>Specific Learning Disability (SLD), or</i> ● <i>Autism (AU).</i> <p><i>To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.</i></p> <p><i>Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child’s ability to:</i></p> <ul style="list-style-type: none"> ● <i>Learn,</i> ● <i>Maintain health status required to attend and participate in school,</i> ● <i>Navigate the school environment,</i> ● <i>Make and maintain positive relationship with other children,</i> ● <i>Communicate effectively with others,</i> ● <i>Understand and process verbal instruction and/or</i> ● <i>Manage his/her own behavior.</i> 	
<p>3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child’s 3rd birthday. The ECI service coordinator will attend the transition conference (face-to-face meeting).</p> <p>108.1217 (b) If the parent gives approval to convene the LEA Transition Conference, the contractor must:</p> <ol style="list-style-type: none"> (1) Meet the requirements in 34 CFR 303.342 and 303.343 which requires: <ol style="list-style-type: none"> (A) The face-to-face attendance of the parent and the service coordinator; and (B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone. <p>ECI will invite the LEA special education director or designee 14 days before the transition conference.</p>	<p>3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days’ notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child’s 3rd birthday.</p> <p>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.</p> <p>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)</p> <ul style="list-style-type: none"> ● Discuss how eligibility is determined, the assessment process, and the ARD process ● Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B ● Document the date of the transition conference, participants, and the steps discussed to determine the child’s Part B eligibility. ● Explain timelines to determining eligibility.

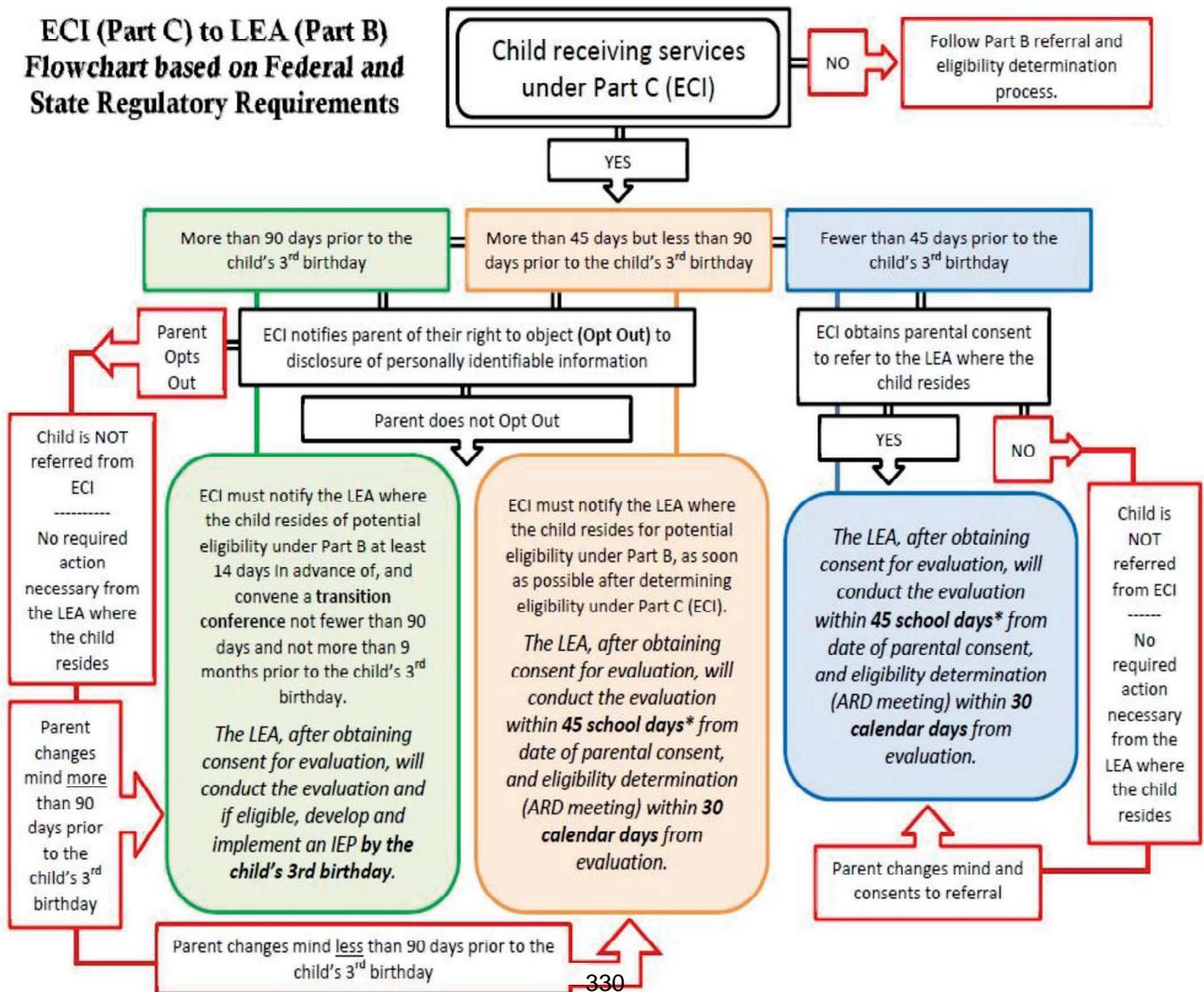
Transition ECI	Transition LEA
<p>If the child referred to ECI is less than 90 days prior to the child's 3rd birthday, no transition conference is required.</p>	<ul style="list-style-type: none"> ● Follow up with the family as appropriate after the transition conference. ● Inform the family that if the parent decides not to refer initially, they can still request an evaluation for special education services after the age of 3. <p>By the 3rd birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee.</p>
<p>4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility determination and extended year service, as provided by LEA.</p>	<p>4. LEA will provide the following information to ECI:</p> <ul style="list-style-type: none"> ● information about special education and related services, including a description of the Part B eligibility definitions; ● transition timelines; ● process for consenting to an evaluation; ● eligibility determination; and ● extended year services.
<p>5. No Additional Requirements</p>	<p>5. If the child's 3rd birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2))</p>
<p>6. No Additional Requirements</p>	<p>6. LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3rd birthday.</p> <p>The parent is provided a copy of the <i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities and a Guide to the Admission, Review and Dismissal Process</i> Parent signs a receipt verifying that they have received the documents and understand the contents.</p> <p>The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).</p> <p>If the LEA determines that it will not conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the <i>Notice of Procedural Safeguards</i> of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.</p> <p>With parental consent, LEA will notify ECI of decision to not conduct an evaluation.</p>
<p>7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is</p>	<p>3287. The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301)</p>

Transition ECI	Transition LEA
required for the attendance of the ECI service coordinator at the evaluation.	<ul style="list-style-type: none"> ● The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT, TOD/HH/TVI, COMS, etc.). ● The LEA may accept an outside evaluation as part of the FIE to determine eligibility for special education services under Part B.
8. The ECI service coordinator may be notified of the ARD meeting with parent consent.	8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent.
9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support.	<p>9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323)</p> <ul style="list-style-type: none"> ● The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child's IEP goals can be achieved. ● The parent must provide consent for initial placement prior to initiation and implementation of special education services. ● The parent reserves the right to not provide consent for the initial provision of special education and related services. ● The parent reserves the right to revoke consent for special education services at any time. ● With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services.
10. ECI will continue to provide full IFSP services until the child's 3 rd birthday.	10. The LEA will provide services as outlined in the IEP.

III. Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3rd Birthday

90 Days	ECI	90 Days	LEA
1.	If a child is referred to ECI 6 months to 45 days prior to child's 3 rd birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting.	1.	See flowchart below
2.	If a child is referred to ECI between 90 to 45 days prior to their 3 rd birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay.	2.	See flowchart below
3.	If a child is referred to ECI fewer than 45 days before the child's 3 rd birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible.	3.	See flowchart below

ECI (Part C) to LEA (Part B) Flowchart based on Federal and State Regulatory Requirements



IV. School Action Plan

Event	LEA Action Required
1. Part B Potentially Eligible Notification	<ul style="list-style-type: none"> ● Document and treat as referral ● Collaborate with parent to get consent to evaluate. ● Assess ● Hold ARD meeting ● Develop IEP by 3rd Birthday
2. Invitation to Transition Conference	<ul style="list-style-type: none"> ● Respond to invitation to transition conference ● Attend the conference ● Document date of conference, the participants, and the steps to determine a child's part B eligibility.
3. Electronic Communication	<ul style="list-style-type: none"> ● Parent gives Consent ● District employees must be complaint with using encrypted electronic communication and LEA maintaining electronic communication for public record.
4. D/HH/VI Referral for Services (0-3)	<ul style="list-style-type: none"> ● Refer ECI to TODHH and/or TVI then: <ol style="list-style-type: none"> a. Obtain copy of Assessment Consent Form b. Assess c. Attend IFSP meeting d. Begin services if eligible e. Report progress notes for each visit to ECI on a weekly basis

V. Definitions

Word / Acronym	Definition
ARD	Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting
COMS	Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment
D/HH	Deaf / Hard of Hearing
ECI	Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays ECI services provided in Tarrant, Denton, Ellis, Erath, Hood, Johnson, Navarro, Palo Pinto, Parker, Somervell & Wise Counties are offered through the Early Childhood Services division of My Health My Resources (MHMR) of Tarrant County
ECS	Early Childhood Services
ECSE	Early Childhood Special Education
EIS	Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development
ESC 11	Education Service Center Region 11
ESY	Extended School Year
IDEA Part B	Individuals with Disabilities Education Act - Part B A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21
IDEA Part C	Individuals with Disabilities Education Act - Part C A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families
IEP	Individualized Education Plan used to define services for children (ages 3-21)

Word / Acronym	Definition
IFSP	Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development.
IFSP Team	An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate
LEA	Local Education Agency; a term commonly used to mean a school district or charter school
Limited Personally Identifiable Information	The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family
LRE (LEA)	Least Restrictive Environment A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.]
Natural Environment (ECI)	As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126. (What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.) Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate.
Part B Potential Eligibility Notification	Information sent to the school to begin the referral process; similar to the former 90-day referral
Prior Written Notice	The school district must provide a written notice (information received in writing) whenever the school district: <ul style="list-style-type: none"> (1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or (2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child. The school district must provide the notice in understandable language (34 CFR §300.503(c)).
Procedural Safeguards	This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C
Receiving services	Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B
RDSPD	Regional Day School Program for the Deaf
Service Coordinator	The ECI employee or subcontractor who: <ul style="list-style-type: none"> (1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications); (2) Is assigned to be the single contact point for the family; (3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and (4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities.

- referenced on page 6

VII. Sample LEA Agenda

SAMPLE

The Transition Conference should cover all the following:

LEA Agenda

1. Transition Conference
 - Informational meeting for parents to include eligibility definitions, timelines, process for consenting to an evaluation and eligibility determination, district continuum of placement options, and extended year services
 - Opportunity for parents to ask questions about transition
2. Referral Meeting
 - Documents required at referral meeting
 - ✓ Official Birth Certificate (or within 30 days)
 - ✓ Social Security Card
 - ✓ Proof of Address (i.e. electric bill, water bill, lease, etc.)
 - ✓ Affidavit of Residency may be required if parent has no household bills in their name
 - Complete referral forms
 - Sign consent for evaluation (if all information for referral is complete)
 - Schedule evaluation (when all referral documents are received)
3. Evaluation
 - Your child will participate in an evaluation which may include:
 - observing your child in a play setting
 - parent interview
 - activities with LEA staff
 - Schedule Admission, Review, and Dismissal (ARD) meeting
4. ARD Meeting
 - Review evaluation report
 - Determine eligibility for special education services*
 - Develop Individual Education Plan (for eligible special education services)
 - Determine placement (for eligible special education services)
 - With parental consent, results of ARD meeting will be reported to ECI
5. Student will begin any eligible special education services on his/her third birthday, or as agreed upon during the ARD meeting.

ISD Contact Information:

Phone: 000-000-0000

*Your child must meet the criteria for one or more of the disability categories listed below and have an educational need to be eligible for special education services:

- | | |
|------------------------|--------------------------|
| ● Deaf/Hard of Hearing | ● Deaf-Blindness |
| ● Autism* | ● Emotional Disturbance* |

- Intellectual Disabilities*
- Multiple Disabilities
- Non-categorical early childhood ages 3 through 5*
- Orthopedic Impairment
- Other Health Impairment
- Specific Learning Disability*
- Speech or Language Impairment
- Traumatic Brain Injury
- Visual Impairment

*Non-categorical early childhood ages 3 through 5 may be used in conjunction with this disability category.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE TARRANT COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM FOR THE 2024-2025 SCHOOL YEAR.

BACKGROUND:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with the school districts in Tarrant County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education Code, either through the direct provisions of services or a contractual agreement with an education provider. The Memorandum of Understanding between the Juvenile Board and the district of Tarrant County outlines the financial and other operational agreements between the two (2) entities. Fort Worth ISD will pay \$129 per day for every day of attendance, in an amount not to exceed \$36,000 annually, for students that may be expelled under Subsections 37.007(b), (c), (f) or removed under Sections 37.309

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between the Fort Worth Independent School district (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2024-2025 School Year.
2. Decline to Approve Memorandum of Understanding Between the Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2024-2025 School Year.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between the Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2024-2025 School Year.

FUNDING SOURCE:

General Fund

Additional Details:

199-95-6223-230

COST:

\$36,000

VENDOR(S)/PROVIDER(S):

Tarrant County Juvenile Justice Alternative Education Program

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY

Student Discipline and Placement

District Wide

RATIONALE:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading, Network 4

Attachment "A"

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

Term of Agreement: August 1, 2024 – July 31, 2025

TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Euless Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within five (5) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, birth certificate, social security, immunization record, special education

records including recent admission review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, 504 C documents, and psychological assessment.

6. **Reimbursement:** (A) From August 1, 2024 to July 31, 2025, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 60 successful days of attendance and appropriate behavior. The maximum placement shall be twelve (12) months only for weapons offenses. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official

documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison:** The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation:** Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program:** The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review:** The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan:** The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education/ESL/504 Services:** The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided by the JJAEP will be provided by the school

district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL/LEP services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending districts.

The JJAEP must be notified, in writing at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending district.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet and coordinate the student's transition with the parent and receiving school.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2024 and will end on July 31, 2025.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the _____ day of _____, 2024.

_____ Independent School District Tarrant County

By: _____
Board of Trustees, President

By:
Juvenile Board, Chairman

Attest:

By:
Director, Juvenile Services

By: _____
Board of Trustees, Secretary

Recommended:

By: _____
Superintendent

5/27/2024

Attachment A JJAEP School Year Projections Report

The Memorandum of Understanding states:
Each District will provide the Director of TCJS a viable estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

Projected # of new discretionary referrals to the JJAEP for the 2024/2025 School Year:

Priority 1

of new discretionary Title 5 felonies and registered sex offender referrals:

4

Priority 2

of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

0

Priority 3

of other new discretionary referrals, such as serious misbehavior while in a DAEP:

0

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2024/2025 School Year:

4

District

District Liaison Signature

Date

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE MEMORANDUM OF AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND MY HEALTH MY RESOURCES OF TARRANT COUNTY YOUTH RECOVERY CAMPUS**

BACKGROUND:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. My Health My Resources (MHMR) of Tarrant County Youth Recovery Campus is a residential facility for the delinquent youth located within Fort Worth Independent School District (FWISD) and operated by MHMR, an agency of Tarrant County that provides 24-hour care, control, custody for students between the ages of 10 and 18 years old. FWISD funds one (1) Full-Time Equivalent (FTE) teacher position for this location.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus
2. Decline to Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus

FUNDING SOURCE: **Additional Details**
No Cost

COST:

No Cost

VENDOR(S)/ PROVIDER(S):

MHMR of Tarrant County Youth Recovery Campus

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Wide
Student Discipline and Placement

RATIONALE:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency, or TEA, and MHMR of Tarrant County, by cooperative effort shall develop and, by rule, adopt a Memorandum of Agreement.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading, Service Network #4

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of August, 2023 (the "Effective Date"), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and legally constituted independent school district located within Tarrant County, Texas (also referred to as the "District") and MHMR of Tarrant County, Tarrant County Youth Recovery Campus at 1527 Hemphill, Fort Worth, Texas 76104, a non-profit organization whose principal place of business is located within Tarrant County, Texas, (hereinafter the "Facility"). The District and Facility may be referred to individually as a "Party", and collectively as the "Parties".

WHEREAS, this Memorandum of Agreement ("Agreement") between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency ("TEA"), in the 2024-2025 school year Standard Application System ("SAS"), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act ("ESEA") Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the numbers of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed the District and the Facility as follows:

TERMS AND CONDITIONS

I. Term

The term of this Agreement (the "Term") is from August 1, 2024 through June 30, 2025, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

II. Description of Professional Services

Facility's Scope of Services:

1. Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
2. Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and employment;
3. Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
4. Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3)

- are pregnant or a parent(s); (4) have previously come into contact with the juvenile justice; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are immigrant or an immigrant with limited English proficiency; (7) are gang member(s); (8) have previously dropped out of school; or (9) have a high absenteeism rate at school;
5. Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
 6. Provide special programs that meet the unique academic needs of children and youth who curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
 7. Provide programs providing mentoring and peer mediation.

III. Implementation of Services

District will:

1. Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
2. Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
3. Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
4. Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
5. Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
6. Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
7. Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
8. Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
9. Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;
10. Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
11. Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

IV. Coordination of Services

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

V. Other Terms and Conditions

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

VI. Non-Discrimination

The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

VII. Severability

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

VIII. Captions

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

IX. Entire Agreement

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each Party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement and is signing this Agreement knowingly and voluntarily.

X. Notices

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility

Kevin McClean
Sr. Director of Contracts

3840 Hulen St.
Fort Worth, TX 76107

As to the District Dr. Angelica M. Ramsey
Superintendent
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

As to the District Mirgitt Crespo
Grants Senior Officer
Federal Programs
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

XI. Modification

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

XII. Signature

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date first written above.

AA
5/27/2024

Fort Worth Independent School District

Dr. Angelica M. Ramsey
Superintendent
Date: _____

MHMR of Tarrant County

DocuSigned by:

Laura Bender

Title: Chief of Child and Family Services

Date: 3/1/2024

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COOK CHILDREN’S MEDICAL CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

The Fort Worth Independent School District provides educational services and instruction to students hospitalized at Cook Children’s Medical Center. The district has provided educational services and instruction for more than 20 years. The district provides teachers, and teacher assistants within the medical, psychological and neurological units at Cook Children’s Medical Center. District personnel will provide general education and special education instruction. The terms of this agreement will begin July 1, 2024 through June 30, 2025. This agreement may be renewed for up to four additional one (1) year terms. The final renewal year will be 2026.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding (MOU) between Cook Children’s Medical Center and Fort Worth Independent School District
2. Decline to Approve Memorandum of Understanding (MOU) between Cook Children’s Medical Center and Fort Worth Independent School District
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding (MOU) between Cook Children’s Medical Center and Fort Worth Independent School District

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Cook Children's Medical Center

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District wide

RATIONALE:

The district will provide general education and special education instruction and services to students hospitalized at Cook Children's Medical Center. Students have a right to receive educational services and instruction while receiving medical care to ensure there is no interruption in education.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading- Network 4

RENEWAL #3 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COOK CHILDREN'S MEDICAL CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Renewal #3 to the Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Addendum") is made a part of Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Agreement") dated November 1, 2021 between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Cook Children's Medical Center ("Cook Children's"), acting by and through its duly authorized representative. The District and Cook Children's will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below. As stated in Section 9A of the Agreement, "The initial term of this Agreement will begin November 1, 2021, and it shall continue in force for one year. This Agreement may be renewed in writing for up to four additional one year terms."

As allowed by Section 9A of the Agreement, the Parties mutually agree to extend the Agreement for an additional one (1) year term. Therefore, the Agreement shall continue to be in effect until October 31, 2025.

No other terms or conditions of the Agreement are negated or changed as a result of this Addendum.

FOR DISTRICT:

FOR COOK CHILDREN'S:

DocuSigned by:
Andres Armijo
Signed: Andres Armijo
Name: Mr. Andres Armijo
Title: Director, Special Education
Date: 5/29/2024

Megan Chavez
Signed: Megan Chavez
Name: Ms. Megan Chavez
Title: Vice President
Date: 5/20/24

DocuSigned by:
Ms. Audrey Thomas
Signed: Ms. Audrey Thomas
Name: Ms. Audrey Thomas
Title: Executive Director, Special Education
Date: 5/29/2024

Tamekia Brown
Signed: Tamekia Brown
Name: Dr. Tamekia Brown
Title: Assistant Superintendent
Date: 05/29/2024

Alexander Athanason
Signed: Alexander Athanason
Name: Mr. Alexander Athanason
Title: Attorney
Date: 05/31/2024

Dr. Angelica Ramsey
Signed: Dr. Angelica Ramsey
Name: Dr. Angelica Ramsey
Title: Superintendent of Schools
Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COOK CHILDREN'S MEDICAL
CENTER
AND
FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

This Memorandum of Understanding (the "Agreement") is entered into as of November 1, 2021, by and between Cook Children's Medical Center ("Cook Children's") and Fort Worth Independent School District ("FWISD") (collectively, the "Parties," or individually, a "Party").

PERFORMANCE OF SERVICES

1. **SCOPE OF AGREEMENT.** FWISD agrees to provide educational services and instruction to patients at Cook Children's on an agreed to and designated basis as set forth herein. Each party shall abide by all applicable local, state, or federal statutes, ordinances, and regulations. FWISD and its representatives, employees, agents, and volunteers shall abide by Cook Children's Code of Conduct, occupational health guidelines, policies and procedures, and requirements related to confidentiality of patient information, as they now exist or may be amended from time to time.
2. **QUALIFICATIONS.** FWISD shall provide to Cook Children's any and all documentation of relevant professional credentials, experience and continuing education that may be requested by Cook Children's.
3. **FITNESS FOR SERVICE.** FWISD and its representatives, employees, agents, and volunteers shall agree and submit to the following:
 - a. A health screen through Cook Children's Occupational Health;
 - b. Proof of all required immunizations, including MMR (Measles, Mumps, Rubella), Varicella, Tdap, Hepatitis B, and annual influenza;
 - c. Annual TB testing; and
 - d. A background check, which includes a check for criminal records, bankruptcy information, driving history, etc.
4. **INSERVICE AND ORIENTATION TO THE FACILITY.** FWISD and its representatives, employees, agents, and volunteers agree to participate in orientation and in-service as determined necessary by Cook Children's.
5. **SERVICES/MATERIALS PROVIDED BY FWISD.** FWISD will supply text books and teachers to provide educational services and instruction to Cook Children's patients. The number of teachers and their areas of assignment shall be mutually agreed upon by the Parties prior to the start of each academic year.

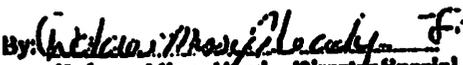
6. SERVICES/MATERIALS PROVIDED BY COOK CHILDREN'S. Cook Children's will provide necessary conference and classroom space, computer access and/or laptops for patient use, classroom supplies, and Cook Children's email addresses for any teacher providing services under this MOU.
7. INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed that FWISD and its representatives, employees, agents, and volunteers are at all times acting as independent contractors for Cook Children's and not as employees or lessees of Cook Children's. FWISD and Cook Children's are not engaged in a joint venture. Cook Children's shall have no control over the method and manner of services provided under this Agreement.
8. NO CLAIM FOR EMPLOYEE BENEFITS. As independent contractors, FWISD and its representatives, employees, agents, and volunteers are not entitled to benefits of any kind from Cook Children's, and shall have no claim under this Agreement or otherwise against Cook Children's for Worker's Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits.
9. TERM AND TERMINATION.
- A. TERM. The initial term of this Agreement will begin November 1, 2021, and it shall continue in force for one year. ~~Unless terminated by either party as set forth below, this Agreement will automatically renew for an additional four~~ ^{one-year term} ~~for an additional four~~ ^{may be} ~~for an additional four~~ ^{in writing} ~~for an additional four~~ ^(additional)
- B. AMENDMENT. Any Term and Termination in this Agreement may be amended in writing from time to time by the parties hereto.
- C. TERMINATION AT WILL. Either party may terminate this Agreement at any time, without cause, by providing to the other party not less than thirty (30) days prior written notice of such termination.
- D. TERMINATION FOR CAUSE. Cook Children's will at all times have the right to immediately, without prior notice, terminate this Agreement for cause as reasonably determined by Cook Children's. Cause will include, but is not limited to, conduct on the part of FWISD, its representatives, employees, agents, or volunteers, which is deemed inappropriate by Cook Children's staff or which involves imminent threat to the health and safety of any Cook Children's patient, physician, staff member, volunteer, or visitor.
10. CONFIDENTIALITY OF PATIENT INFORMATION. FWISD will not receive from Cook Children's, or collect, store or maintain Protected Health Information (as

defined by the Health Insurance Portability and Accountability Act of 1996 and its Privacy Rules as codified under 45 C.F.R. Parts 160 and 164 (collectively the "HIPAA Regs"), except that F'WISD, its representatives, agents, employees and volunteers may receive from Cook Children's the names of participating patients. F'WISD and its representatives, employees, agents, and volunteers agree to abide by all federal and applicable state law with respect to maintaining the confidentiality of patient information, including the confidentiality and privacy requirements set forth and corresponding regulations, including the HIPAA Regulations.

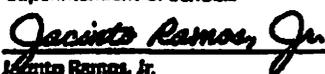
11. **ASSIGNMENT.** F'WISD shall not, without the prior written consent of Cook Children's, assign any rights or delegate any duties except as otherwise expressly stated in this Agreement.
12. **GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES, WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE WILL BE IN TARRANT COUNTY, TEXAS.**
13. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to such subject matter. This Agreement may not be modified except by an instrument in writing executed by the parties hereto.

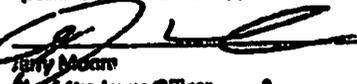
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day of , 2021.

By: 
Jack Soschoe, Vice President
Cook Children's Medical
Center
801 Seventh Avenue
Fort Worth, Texas
76104(682) 885-4000

By: 
Dolores Missy Heady, Director Special
Education
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107
(817) 814-2000

Fort Worth Independent School District:


Dr. Kent Scribner
Superintendent of Schools

Jacinto Ramos, Jr.
Board President


Corey Golomb, Assistant Superintendent
Specialized Academic Support Services

Jerry Moore
Chief Academic Officer

Alexander Athanason
Attorney

ADDENDUM #1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COOK CHILDREN'S MEDICAL CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

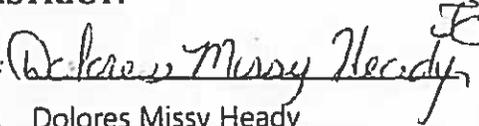
This Addendum #1 to the Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Addendum") is made a part of Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Agreement") dated November 1, 2021 between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Cook Children's Medical Center ("Cook Children's"), acting by and through its duly authorized representative. The District and Cook Children's will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below. As stated in Section 9A of the Agreement, "The initial term of this Agreement will begin November 1, 2021, and it shall continue in force for one year. This Agreement may be renewed in writing for up to four additional one year terms."

As allowed by Section 9A of the Agreement, the Parties mutually agree to extend the Agreement for an additional one (1) year term. Therefore, the Agreement shall continue to be in effect until October 31, 2023.

No other terms or conditions of the Agreement are negated or changed as a result of this Addendum.

FOR DISTRICT:

Signed: 

Name: Dolores Missy Heady

Title: Director, Special Education

Date: 6-8-2022



Corey Golomb, Assistant Superintendent
Specialized Academic Support Services

Marcey Sorensen 06/3/2022

Dr. Marcey Sorensen
Chief Academic Officer

Alexander Athanason
Attorney

Dr. Kent Scribner
Superintendent of Schools

FOR COOK CHILDREN'S:

Signed: _____

Name: _____

Title: _____

Date: _____

RENEWAL #2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COOK CHILDREN'S MEDICAL CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Renewal #2 to the Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Addendum") is made a part of Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Agreement") dated November 1, 2021 between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Cook Children's Medical Center ("Cook Children's"), acting by and through its duly authorized representative. The District and Cook Children's will be collectively referred to as the "Parties."

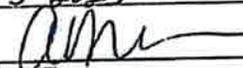
BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below. As stated in Section 9A of the Agreement, "The initial term of this Agreement will begin November 1, 2021, and it shall continue in force for one year. This Agreement may be renewed in writing for up to four additional one year terms."

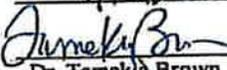
As allowed by Section 9A of the Agreement, the Parties mutually agree to extend the Agreement for an additional one (1) year term. Therefore, the Agreement shall continue to be in effect until October 31, 2024.

No other terms or conditions of the Agreement are negated or changed as a result of this Addendum.

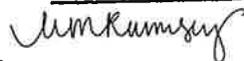
FOR DISTRICT:

Signed: 
 Name: Dr. Janice Carter
 Title: Director, Special Education
 Date: 7-3-2023

Signed: 
 Name: Audrey Thomas
 Title: Executive Director
 Date: 7/13/2023

Signed: 
 Name: Dr. Tamekia Brown
 Title: Associate Superintendent
Learning and Leading Network #4
 Date: _____

Signed: 
 Name: Alexander Athanason
 Title: Attorney
 Date: 08/04/2023

Signed: 
 Name: Dr. Angelica Ramsey
 Title: Superintendent of Schools
 Date: Aug 23, 2023

FOR COOK CHILDREN'S:

Signed: 
 Name: Jack Sosebee
 Title: Vice President, Senior
 Date: 6/18/23

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE SOFTWARE CONTRACT RENEWAL TO SUPPORT THE DATA MANAGEMENT SYSTEM FOR STUDENTS WITH DISABILITIES**

BACKGROUND:

On April 22, 2014, the Board of Trustees approved acquiring a cutting-edge data management system known as Easy IEP. This system ensures legal compliance with student Individualized Education Plans (IEPs) and Full and Individual Evaluations (FIEs) for students enrolled in dyslexia, 504, or Special Education Programs. In addition to its core functionality, the Easy IEP system includes several supplementary modules: EDPlan Insight, Dynamic Translation, and EDPlan Connect/Parent Portal. Public Consulting Group, Inc. (PCG) is the provider of this software. The renewed contract with PCG will empower Evaluation Specialists and Therapists to uphold legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities from July 1, 2024, through June 30, 2025.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities
2. Decline to Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-423

COST:

\$240,262

VENDOR(S)/PROVIDER(S):

Public Consulting Group, Inc. (PCG)

PURCHASING MECHANISM:

Cooperative Agreement

PCG Client Code: 00000755

EPCNT Dallas ISD RFP BG-205960

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-wide for students with dyslexia, 504, or in Special Education Programs

RATIONALE:

Easy IEP supports administrators and teachers in fulfilling the reporting requirements outlined by the Individuals with Disabilities Education Act (IDEA). The renewed software contract with PCG ensures ongoing Easy IEP data management system support. This system enables Evaluation Specialists and Therapists to uphold legal compliance when conducting evaluations (FIEs) and providing services (IEPs) for students with disabilities.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations



Fort Worth ISD- Division of Technology
 7060 Camp Bowie Blvd.
 Fort Worth, TX 76116

RE: Quote for EasyIEP Special Education Management System (SY 24-25)
 PCG Client Code: 00000755, Educational Purchasing Cooperative of North Texas (EPCNT)
 Interlocal Agreement

Dear Ms. Thomas,

This quote in the amount of \$240,262.00 (Two Hundred Forty Thousand, Two-Hundred Sixty-Two Dollars and Zero Cents) represents PCG’s fee for EasyIEP™ our Special Education Management System. This quote includes the annual costs for the modules listed in the table below and includes hosting, maintenance, project management support, and the dynamic translation feature covering the dates of 7/1/2024 – 6/30/2025.

Service	Dates/Coverage Period	Amount
EasyIEP, FIE, EasyTrac, 504, ISP, software maintenance, support, management, vendor-hosted model	7/1/2024– 6/30/2025	\$109,762.00
PaperClip Component	7/1/2024– 6/30/2025	\$3,500.00
EasyFax™ Component	7/1/2024– 6/30/2025	\$15,000.00
Dynamic Translation – ARD Module & FIE Module	7/1/2024– 6/30/2025	\$28,000.00
Dynamic Translation – Progress Reports	7/1/2024– 6/30/2025	\$15,000.00
EDPlan Insight	7/1/2024– 6/30/2025	\$45,000.00
EDPlan Connect	7/1/2024– 6/30/2025	\$24,000.00
Total		\$240,262.00

Sincerely,

Tim Gillespie,
 Associate Manager

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE WIRELESS CELLULAR VOICE, DATA AND HOTSPOT SERVICES AND EQUIPMENT FOR THE 2024-2025 SCHOOL YEAR

BACKGROUND:

This is for wireless cellular voice, data and hotspot services and equipment used by administrative users within the District. The service period is for the 2024-2025 school year and will run from July 1, 2024 through June 30, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve wireless cellular voice, data and hotspot services and equipment for the 2024-2025 school year.
2. Decline to Approve wireless cellular voice, data and hotspot services and equipment for the 2024-2025 school year.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve wireless cellular voice, data and hotspot services and equipment for the 2024-2025 school year.

FUNDING SOURCE: *Additional Details*
General Fund 199-51-6256-423

COST:
\$400,000 – Not to Exceed

VENDOR(S)/PROVIDER(S):

T-Mobile USA, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
GSA Contract# 47QTCA22D008N

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-wide

RATIONALE:

Approval of this item will allow the District to receive wireless cellular, voice, and hot spot services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent
Ramesh Krishnamurthy, Chief Information Officer

Customer Information	
Customer Name:	Fort Worth ISD
Financial Contact Name:	Rebecca Harper
Address:	1050 Bridgewood Drive
City:	Fort Worth
State:	TX
Zip:	75112
Financial Contact Phone:	817.814.3040
Email Address:	rebecca.harper1@fwisd.org
Acct # (if applicable):	959637316

Sales Representative Information	
Name & Title:	Natalya Kasha
Phone:	214-334-7293
Email Address:	natalya.kasha@t-mobile.com
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	47QTCA22D008N

			Discounts
QUOTE DATE: 05/31/24	Promo Discount Offer Expiration Date: Budgetary Quote for SY 24-25	Contract Vehicle: GSA	MRC NET

Equipment Options: Note: promotions only apply per device with the purchase of an associated service plans for 2yr term for voice lines

Qty.	Model	MSRP	GOV 2YR Flat Rate Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
0						\$0.00
Equipment Total						\$0.00

Monthly Recurring Rate Plan Charges - Billed Monthly or Can Be Invoiced 12-24 Months at a Time

Qty.	Rate Plan	MRC	MRC Discount	Additional Credit	Net Price Monthly	Subtotal
620	Unlimited Data Plan for Hotspots	\$35.00	18%		\$28.70	\$17,794.00
124	Government Unlimited L1 Plan for Phones	\$41.00	18%		\$33.62	\$4,168.88
244	Unlimited Data Plan for iPads	\$23.50	18%		\$19.27	\$4,701.88
17	Government Unlimited voice Plan for Phones	\$29.00	18%		\$23.78	\$404.26
Estimated Fees Gov Account (\$1.40 per user per month) **						\$868.00
Estimated Total for 1 Month Service Charges**						\$27,937.02
Quote for Service Period July 2024 - June 2025						\$335,244.24

This proposal is a budgetary estimate of the plans, equipment, and services that have been communicated to the T-Mobile sales team to provide you with the proposed cost of your mobile communication requirements. This 13+ line proposal pricing is for budgetary estimation and may not reflect the actual cost of the plans, equipment, and services at the time of a contracted purchase. Pricing for all items in this proposal are subject to change and may change at any time. A final order with actual pricing included is available upon demand.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RENEWAL OF ANNUAL MAINTENANCE AND SUPPORT SERVICES FOR THE STUDENT INFORMATION SYSTEM**

BACKGROUND:

This is for the annual renewal of the District’s Student Information System (SIS). The SIS application is used to capture attendance, grades, and discipline, along with other student data categories relevant to academic achievement and monitoring. This is the annual renewal of the maintenance and support contract for the 2024-25 school year.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Annual Maintenance and Support of the Student Information System
2. Decline to Approve Annual Maintenance and Support of the Student Information System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Maintenance and Support of the Student Information System

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6249-423

COST:

\$322,036.27

VENDOR(S)/PROVIDER(S):

Focus School Software

PURCHASING MECHANISM:

Competitive Solicitation
RFP #21-091-C-Technology Products, Materials, Services, and Equipment

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Approval of this item will allow the District to continue to receive support and maintenance for the SIS system during the year.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations

Focus School Software
 P.O. Box 2194
 St. Petersburg, FL 33731-2194
 +1 7273882005
 accounting@focusschoolsoftware.com



Quote

ADDRESS

Fort Worth ISD District Service
 Center
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

SHIP TO

Fort Worth ISD District
 Service Center
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

QUOTE # 2024-2442SIS

DATE 04/22/2024

EXPIRATION DATE 07/01/2024

ACTIVITY	QTY	RATE	AMOUNT
Focus/SIS Annual Maintenance and Support (RFP #21-091-C - Technology Products, Materials, Services and Equipment)	71,723	3.24	232,382.52
Hosting	71,723	1.25	89,653.75

Focus Cloud Hosting is included. Sites shall be limited to one (1) Production Site, One (1) site for each State Reporting Survey, and Three (3) Non-Production sites. Additional sites can be added at a cost of \$0.10 per student per year.

TOTAL

\$322,036.27

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RENEWAL OF PROVIDER FOR PLAIN OLD TELEPHONE SERVICE (POTS) AND PLEXAR LINES FOR 2024-2025 SCHOOL YEAR**

BACKGROUND:

This item is for the renewal of the local dial tone service provider for Plain Old Telephone Service (POTS) and Plexar lines used for 911 calls, elevator calls and fire alarms. The requested amount includes 10% contingency. The service period is from July 1, 2024, through June 30, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for 2023-2024
2. Decline to Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for 2023-2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for 2024-2025 School Year

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6256-423

COST:

\$622,116.00 - Not to Exceed

VENDOR(S)/PROVIDER(S):

AT&T

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
DIR Contract #: DIR-TELE-CSTA-002

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Approval of this item will allow the District to make 911 calls, elevator calls, and fire alarm calls.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent
Ramesh Krishnamurthy, Chief Information Officer

AT&T

Plain Old Telephone Service (POTS) & PLEXAR LINES

Fort Worth ISD
2024-2025 School Year

Phone Line	Est. Monthly Cost
817-871-2000	\$ 22,000.00
831-000-5918-428	\$ 21,500.00
817-A02-0713-046	\$ 3,500.00
827-618-360-LONG DISTANCE	\$ 130.00
Monthly Estimated Pricing	\$ 47,130.00
2023-24 Est. Total Costs - \$47,130.00x12	\$ 565,560.00
10% Contingency	\$ 56,556.00
Total:	\$ 622,116.00

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TELE-CTSA-002Contract Term Date: **11/05/25** ⓘContract Expiration Date: **11/05/29** ⓘ**Certifications/Qualifications:**[eRate](#)

Vendor Information

[AT&T Corp.](#)Vendor ID: **11349247103**HUB Type: **Non HUB** ⓘRFO: **DIR-CPO-TMP-552**Contract Status: **Active****VENDOR CONTACT:**[Marcus Montemayor](#) ↗

Phone: (512) 439-9533

Fax: 512-870-4388

[Vendor Website](#) ↗**DIR CONTACT:**[Tequila Jackson](#) ↗

Phone: (512) 463-3374

Contract Overview

AT&T offers TEX-AN Services in four major areas including maintenance, support, installation, configuration, technical and other related services as detailed below: • Wireline telecommunications services through this contract, include local voice services, long distance services, internet, metro ethernet, small office/home office (SOHO), and voice over IP (VOIP) services. Including Security Services and SD-WAN Services. Next Generation 9-1-1 Services are also included. • Wireless Services. AT&T offers hardware, software, and services for wireless, voice, data, mobile security, and bundled service packages. FirstNet service is included in this contract as well as Internet of Things (IoT) platforms along with applications and solutions. Satellite Services are included as well. • Conferencing and Collaboration Services, including Cloud-based PBX and additional voice services. • Managed Communications Services include hosted solutions and support services includes associated equipment as part of the service. Technology services include management of call processing

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RENEWAL OF IDENTITY MANAGEMENT AND SINGLE SIGN ON PORTAL**

BACKGROUND:

The District leverages a single sign-on portal, which consists of most District applications. This allows for a single login for multiple applications used in the District. The portal also allows for the District to roster educational applications, streamlining the process of various files being sent to Vendors. The contract is for the following dates; 8/1/2024 to 7/31/2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Identity Management and Single Sign On Portal
2. Decline to Approve Renewal of Identity Management and Single Sign On Portal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Identity of Management and Single Sign on Portal

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-802

COST:

\$185,561.90

VENDOR(S)/PROVIDER(S):

ClassLink

PURCHASING MECHANISM:

Cooperative Agreement

Interlocal (IL) - Price Quote and IL Contract Summary Required
ESC Region 11 Awarded RFP #2019-10-2024 – Single Sign-On & Provisioning as a Service

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Supporting documentation is attached. The recommended vendor listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

This renewal will provide single sign on capabilities to applications for all District users and provide rostering of District educational applications.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent



Quote

Contact Name	Lisa Durbin	Quote Number	00018066
Account Name	Ft. Worth ISD (TX, 76116)	Prepared By	Mona Johnston
Bill To	District Service Center / "Department Name" 7060 Camp Bowie Blvd Fort Worth, TX 76116 United States	Email	mona.johnston@classlink.com
		Phone	(281) 716-5713
		Expiration Date	8/1/2024
		Renewal	8/1/2024 - 7/31/2025
		Subscription Term	
		Grand Total	\$185,561.90

Product	Product Description	Sales Price	Quantity	Total Price
RENEWAL - Ambassador Discount	ClassLink Annual Renewal License - Ambassador Discount	-\$0.27	75,830.00	-\$20,474.10
RENEWAL - ClassLink Annual Roster Server Hosting (10,001 - 100,000 users)	ClassLink Annual Roster Server Hosting Renewal License (10,001 - 100,000 users)	\$1,295.00	1.00	\$1,295.00
RENEWAL - ClassLink LaunchPad License	ClassLink Annual LaunchPad Renewal License	\$2.70	75,830.00	\$204,741.00

Total Price \$185,561.90

EPCNT-Region 11- RFP-2019-10-2024 Single Sign On and Provisioning as a Service; Expire Date: 8-31-2024

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RENEWAL OF UNIFIED COMMUNICATIONS SESSION MANAGEMENT AND LONG DISTANCE SERVICES FOR THE 2024-2025 SCHOOL YEAR**

BACKGROUND:

This request is for Session Initiation Protocol (SIP) trunk lines that provide inbound, outbound, and long-distance telephone services to the District. The amount not-to-exceed requested reflects contingency. The service period for this expense runs from July 1, 2024 through June 30, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Unified Communications Session Management and Long Distance Services for the 2024-2025 School Year
2. Decline to Approve Renewal of Unified Communications Session Management and Long Distance Services for the 2024-2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Unified Communications Session Management and Long Distance Services for the 2024-2025 School Year

FUNDING SOURCE: *Additional Details*
General Fund 199-51-6256-423

COST:

\$155,000 – Not to Exceed

VENDOR(S)/PROVIDER(S):

TPX Communications

PURCHASING MECHANISM:

Cooperative Agreement
TIPS Contract #230105 – Technology Solutions, Products & Services

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-wide

RATIONALE:

Approval of this item will allow the District to receive telecommunications services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent
Ramesh Krishnamurthy, Chief Information Officer



Services Quote - Bridgewood Dr for School Year 2023-2024			
Service	Qty	Location	MRC Total
SmartVoice SIP			
SmartVoice Call Paths (@\$8.00 each)	230	Bridgewood	\$1,840.00
Tier E Equipment (Router)	1	Bridgewood	\$0.00
End User Connection Charge (EUCC @ \$2.37 each)	230	Bridgewood	\$545.10
Enterprise Trunking	1	Bridgewood	\$9.90
MSxWAN Optimum			
MSxWAN Optimum 50 MB	1	Bridgewood	\$195.00
Multi Service Router	1	Bridgewood	\$0.00
Monthly Recurring Charge (MRC) Total			\$2,590.00
Annual (MRC) Total			\$31,080.00

Other Charges, Govt Fees and Taxes - estimated			MRC
Administrative Service Fee	1	Cherry St	\$111.82
Carrier Cost Recovery Fee	1	Cherry St	\$48.06
Federal Universal Service Fund Fee	1	Cherry St	\$0.00
State Universal Service Fund Fee	1	Cherry St	\$572.00
911 Business Tax	1	Cherry St	\$365.00
911 Equalization Surcharge	1	Cherry St	\$13.80
District Tax	1	Cherry St	\$16.10
Federal Excise Tax	1	Cherry St	\$121.00
Municipal Right of Way (ROW) Charge	1	Cherry St	\$0.00
P.U.C. Tax	1	Cherry St	\$4.60
Sales Tax	1	Cherry St	\$0.00
Transit Tax	1	Cherry St	\$1.95
Monthly Total			\$1,254.33
Annual Total			\$15,051.96



Services Quote - Cherry Lane			
For July 1, 2024-June 30, 2025			
Service	Qty	Location	MRC Total
SmartVoice SIP Internet			
50 MB Port	1	Cherry St	\$900.00
50 MB Access	1	Cherry St	\$1,000.00
1000 T-Pack Minute Bundles (@\$40.00 each)	20	Cherry St	\$800.00
SmartVoice Call Paths (@\$2.00 each)	230	Cherry St	\$460.00
Tier E Equipment (Router)	1	Cherry St	\$0.00
DID Numbers (Blocks of 100 @ \$2.00 each)	200	Cherry St	\$400.00
End User Connection Charge (EUCC @ \$2.37 each)	230	Cherry St	\$545.10
Enterprise Trunking	1	Cherry St	\$10.00
Long Distance Charges (estimated)	1	Cherry St	\$560.00
Monthly Recurring Charge (MRC) Total			\$4,675.10
Annual (MRC) Total			\$56,101.20

Other Charges, Govt Fees and Taxes - estimated			MRC
Administrative Service Fee	1	Cherry St	\$622.00
Carrier Cost Recovery Fee	1	Cherry St	\$202.00
Federal Universal Service Fund Fee	1	Cherry St	\$150.56
State Universal Service Fund Fee	1	Cherry St	\$1,119.00
911 Business Tax	1	Cherry St	\$805.00
911 Equalization Surcharge	1	Cherry St	\$27.66
District Tax	1	Cherry St	\$31.41
Federal Excise Tax	1	Cherry St	\$241.00
Municipal Right of Way (ROW) Charge	1	Cherry St	\$4.40
P.U.C. Tax	1	Cherry St	\$1,153.00
Sales Tax	1	Cherry St	\$0.00
Transit Tax	1	Cherry St	\$30.56
Monthly Total			\$4,386.59
Annual Total			\$52,639.08

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RATIFICATION FOR RENEWAL OF HELP DESK CALL CENTER SOFTWARE**

BACKGROUND:

Renewal of the District IT help desk call center software to provide modern customer service support features such as call-back and wait-time alerts. The system allows customers to receive a call back instead of holding on the phone and provides the ability to create an agentless ticket using speech to text. The license runs from January 31, 2024 to January 30, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for renewal of help desk call center software
2. Decline to Approve Ratification for renewal of help desk call center software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve ratification for renewal of help desk call center software

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-423

COST:

\$54,244.29

VENDOR(S)/PROVIDER(S):

Carahsoft Inc.

PURCHASING MECHANISM:

Cooperative Agreement
OMNIA EDU Contract #R191902

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-wide

RATIONALE:

The implementation of modern-day call-center will provide more opportunities for end users to skip waiting online and leverage features such as speech to text to create tickets for assistance, or automated self-service to resolve technical issues.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations
Ramesh Krishnamurthy, CIO, Division of Technology

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Darla Powell
 Fort Worth Independent School District
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116 USA

FROM: Ryan McCartney
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: darla.powell@fwisd.org

EMAIL: Ryan.McCartney@carahsoft.com

PHONE: (817) 814-3009

PHONE: (571) 662-4437

TERMS: OMNIA EDU contract: R191902
 Term: April 30, 2025
 FTIN:52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO:	37905528
QUOTE DATE:	06/06/2024
QUOTE EXPIRES:	06/26/2024
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	\$54,244.29
TOTAL QUOTE:	\$54,244.29

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	COOP	QTY	EXTENDED PRICE
ANNUAL CHARGES						
1	3CLE-10-756	3CLogic Software License - per named agent (10 to 49 seats)* 3CLogic Voice Platform Licenses (minimum of 10) * 3CLogic - 3CLE-10 Start Date: 01/31/2024 End Date: 01/30/2025	\$114.42	COOP	18	\$24,714.72
2	3CLE-10-756	3CLogic Software License - per named agent (10 to 49 seats)* 3CLogic Supervisor Licenses 3CLogic - 3CLE-10 Start Date: 01/31/2024 End Date: 01/30/2025	\$114.42	COOP	2	\$2,746.08
3	3CLE-10-756	3CLogic Software License - per named agent (10 to 49 seats)* Administrative Licenses (not voice enabled) 3CLogic - 3CLE-10 Start Date: 01/31/2024 End Date: 01/30/2025	\$85.00	COOP	1	\$1,020.00
4	3CLE-SMS-756	SMS Annual Fee 3CLogic - 3CLE-SMS Start Date: 01/31/2024 End Date: 01/30/2025	\$208.33	COOP	1	\$2,499.96
5	3CLE-VTRANS-756	Voicemail Transcription (Monthly) 3CLogic - 3CLE-VTRANS Start Date: 01/31/2024 End Date: 01/30/2025	\$248.75	COOP	1	\$2,985.00
6	3CLE-DATA-756	Data/Recording Storage first 500GB \$45/First 500GB 3CLogic - 3CLE-DATA Start Date: 01/31/2024 End Date: 01/30/2025	\$49.75	COOP	1	\$597.00
7	3CLE-SA-756	Speech Analytics (Observe.ai Integration) - per names agent Observe.AI integration (Speech Analytics) 3CLogic - 3CLE-SA Start Date: 01/31/2024 End Date: 01/30/2025	\$55.00	COOP	18	\$11,880.00
					382	

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
14	3CLE-TEXT	Text to Speech 3CLogic Start Date: 01/31/2024 End Date: 01/30/2025		\$250.00	OM 1	\$3,000.00
ANNUAL CHARGES SUBTOTAL:						\$49,442.76
ANNUAL TELCO/SMS CHARGES						
9	3CLE-SMS-U-756	SMS Usage 3CLogic - 3CLE-SMS-U Start Date: 01/31/2024 End Date: 01/30/2025		\$0.49	COOP 104.08	\$51.00
10	3CLE-TELCO-I-756	TFN or DID USA Inbound (USA) Carrier/Telco Minutes Charges 3CLogic - 3CLE-TELCO-I Start Date: 01/31/2024 End Date: 01/30/2025		\$0.49	COOP 7,934.69	\$3,888.00
11	3CLE-DID-TEL-1-756	DID/TFN One-time Cost Local and Toll Free DIDs 3CLogic - 3CLE-DID-TEL-1 Start Date: 01/31/2024 End Date: 01/30/2025		\$9.94	COOP 7.24	\$71.97
12	3CLE-TELCO-O-756	TFN or DID USA Outbound (USA) SMS Long Codes 3CLogic - 3CLE-TELCO-O Start Date: 01/31/2024 End Date: 01/30/2025		\$0.49	COOP 1,469.39	\$720.00
13	3CLE-VTU-756	Voicemail Transcription (Usage) Voicemail Transcription Usage 3CLogic - 3CLE-VTU Start Date: 01/31/2024 End Date: 01/30/2025		\$0.49	COOP 144	\$70.56
ANNUAL TELCO/SMS CHARGES SUBTOTAL:						\$4,801.53
SUBTOTAL:						\$54,244.29
TOTAL PRICE:						\$54,244.29
TOTAL QUOTE:						\$54,244.29

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

**TOPIC: **APPROVE RATIFICATION FOR RENEWAL OF DISASTER
RECOVERY MANAGED SERVICES****

BACKGROUND:

The Disaster Recovery / Business Continuity Services maintain FWISD ERP, and all district's essential data backed up to Microsoft Azure, ensuring rapid recovery of services in the event of a disaster, ransomware attack, or any other disruptions. This is to renew the services from October 1, 2023, to September 30, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for Renewal of Disaster Recovery Managed Services
2. Decline to Approve Ratification for Renewal of Disaster Recovery Managed Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve ratification for renewal of Disaster Recovery Managed Services.

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-562

COST:

\$158,700.00

VENDOR(S)/PROVIDER(S):

CloudUnity

PURCHASING MECHANISM:

Competitive Solicitation
RFP #21-091-C Technology-Product Material, Services and Equipment

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Wide

RATIONALE:

The Cloud-based Disaster Recovery Service provides an additional backup service for the district's ERP Systems.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent
Ramesh Krishnamurthy, Chief Information Officer



Cloud Unity
 6160 Warren Pkwy Ste 100
 Frisco, TX 75034
 info@cloudunity.com
 www.cloudunity.com

QUOTE

ADDRESS

Fort Worth Independent School
 District
 Administration Bldg.
 Technology Dept.
 7060 Camp Bowie West Blvd.,
 Ste. L1060
 Fort Worth TX 76116

QUOTE # 297

DATE 07/01/2023

EXPIRATION DATE 06/30/2024

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting). Months of October 2023 - September 2024	12	7,600.00	91,200.00
Consulting	Bi-Annual (Mid-Year) Testing of Cloud Failover and Failback with ERP Application Owners) -Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting.	1	31,000.00	31,000.00
Consulting	Bi-Annual (End of School Year) Testing of Cloud Failover and Failback with ERP Application Owners) -Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting.	1	31,000.00	31,000.00
Consulting	Veeam Backup Redirection to Azure with Archive Policies for Retention	1	5,500.00	5,500.00

Vendor #: 29405
 21-091-C Technology-Product Materials, Services, and Equipment

TOTAL

\$158,700.00

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE RATIFICATION PURCHASE OF RENEWAL LICENSES FOR WI-FI ROUTERS FOR THE SCHOOL BUS WI-FI PROGRAM AND BACKUP ROUTERS

BACKGROUND:

Approval is requested to purchase renewal licenses for 204 school bus Routers from Phase One of the Bus Wi-Fi program. The Bus Wi-Fi program supports student learning by providing internet access for students while in route to and from school or to school-sponsored events. The equipment to support this school bus Wi-Fi program was purchased as part of an Emergency Connectivity Fund (ECF) application.

Licenses renewals are also needed for 34 Wi-Fi routers that are used to maintain connectivity at schools during internet outages. These licenses provide Fort Worth ISD with the ability to manage the routers and provides extended warranty. The duration of the license is from January 10, 2024 to November 29, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Renewal Licenses for Wi-Fi Routers for the School Bus Internet Connectivity Program and School Backup Routers
2. Decline to Approve Purchase of Renewal Licenses for Wi-Fi Routers for the School Bus Internet Connectivity Program and School Backup Routers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Renewal Licenses for Wi-Fi Routers for the School Bus Internet Connectivity Program and School Backup Routers

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-423

COST:

\$72,139.84

VENDOR(S)/PROVIDER(S):

GTS Technology Solutions

PURCHASING MECHANISM:

Cooperative Agreement

DIR-CPO-4751

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent



TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd Suite 275
 Austin, Texas 78758
 Phone: 512.452.0651

QUOTE

Quote Number: **Q-00080**
 Quoted Date: 04/30/2024
 Expiration Date: 05/31/2024
 Account Exec: Jeff Dawson
 Inside Sales Rep: Hannah Brierty
 hannah.brierty@gts-ts.com
 (512) 681-6256

QUOTE FOR:

Fort Worth Independent School District

IBR1700s+E300's : DUE MAY 2024

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	MAA1-NCEA-R	Cradlepoint 1-Yr Renewal Netcloud Mobile Essentials Plan And Advanced Plan	Start Date : Immediately (1/10/2024) End Date : 11/29/2024 MSRP : \$314.34	DIR-CPO-4751	204	\$ 282.90	\$ 57,711.60
2	BFA1-NCEA-R	Cradlepoint 1-Yr Renewal Netcloud Enterprise Branch Essentials Plan And Advanced Plan	Start Date : Immediately (1/10/2024) End Date : 11/29/2024 MSRP : \$377.22	DIR-CPO-4751	34	\$ 424.36	\$ 14,428.24

<p><i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i></p>	Sales Total:	\$ 72,139.84
	Freight & Misc:	\$ 0.00
	Tax Total:	\$ 0.00
	Total (USD):	\$ 72,139.84

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE RATIFICATION OF RENEWAL OF MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS (EES) PROGRAM

BACKGROUND:

The Enrollment for Education Solutions (EES) program provides a cost-effective license to acquire Microsoft Windows and Office software. EES provides benefits like the ability to add additional products of any quantity, self-service tools for simplified asset management, and immediate access to benefits such as product upgrades through Microsoft Software Assurance. The license extends the benefit to students and employees for downloading office tools to their personal computer.

This license agreement provides software updates to maintain a secure environment for our students and employees. This also prepares students to enter the workforce using current business standard software tools. The EES service period will be May 1, 2024 – April 30, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Renewal of Microsoft Enrollment for Education Solutions (EES) Program
2. Decline to Approve Ratification of Renewal of Microsoft Enrollment for Education Solutions (EES) Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Renewal of Microsoft Enrollment for Education Solutions (EES) Program

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-562

COST:

\$618,310.51

VENDOR(S)/PROVIDER(S):

CDW-G

PURCHASING MECHANISM:

Cooperative Agreement
Sourcewell Contract #081419

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Approval of this item will provide the District (employees and students) with licensing for the Microsoft Windows computer operating system and Microsoft Office Suite. It also provides Office 365 - the District's platform for email and SharePoint.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWBV344	6/5/2024	OPTION 1 MSFT FWISD	0926086	\$618,310.51

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM	1	NEW-ITEM	\$618,310.51	\$618,310.51

Mfg. Part#: NEW-ITEM
 Contract: Fort Worth ISD Sourcewell #081419
 Option 1 - M365 A3 As Is - No Changes
 Microsoft 365 A3
 Windows 10 Education A3
 Office 365 A3
 Enterprise Mobility & Security Suite A3
 Defender Endpoint Plan 1 (EQU Only -No Shared Device Rights or Free Student Use Benefits)
 Minecraft Education Edition
 All Additional Products
 Agreement 65868854 Term
 5/1/2024-4/30/2025

SUBTOTAL	\$618,310.51
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$618,310.51

PURCHASER BILLING INFO

Billing Address:
 FORT WORTH INDEPENDENT SCHOOL DIST
 ACCTS PAYABLE
 7060 CAMP BOWIE BLVD
 FORT WORTH, TX 76116-7119
Phone: (817) 814-2120
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
 FWISD
 4200 LUBBOCK AVE
 FORT WORTH, TX 76115-1002
Phone: (817) 814-2120
Shipping Method:

Please remit payments to:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



Sales Contact Info

K12 North Texas Account Team - Mike & Eric | (866) 301-5739 |
k12northtexas@cdwg.com

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Support

392

Call 800.800.4239

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

**TOPIC: **APPROVE PURCHASE OF HEATING, VENTILATION, AND AIR
CONDITIONING AIR FILTER REPLACEMENT SERVICE****

BACKGROUND:

The District has procured the services of an air filter company as per the awarded RFP #22-133 for Heating, Ventilation, and Air Conditioning (HVAC) Air Filter Replacement Services. The company is responsible for replacing HVAC filters in all District facilities that need filter replacements. They maintain a comprehensive inventory of various filters and conduct regular replacements at all our campuses and facilities. For the fiscal year 2024-2025, District Operations has submitted a request for a not-to-exceed amount of \$968,360, based on historical annual expenditures.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Heating, Ventilation, and Air Conditioning Air Filter Replacement Service
2. Decline to Approve Purchase of Heating, Ventilation, and Air Conditioning Air Filter Replacement Service
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Heating, Ventilation, and Air Conditioning Air Filter Replacement Service

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-51-6299-451

COST:

Not to Exceed \$968,360

VENDOR(S)/PROVIDER(S):

Tex Air Filters (Air Relief Technologies, Inc.)

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-133

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b). 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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All District Campuses and Facilities

RATIONALE:

Procuring a service company to provide the necessary and ongoing replacement of disposable air filters District-wide will be effective and efficient for the 2024-2025 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RENTAL OF CUSTODIAL SUPPLIES**

BACKGROUND:

During the fiscal year 2024 - 2025, Custodial Services will engage the services of the vendor listed below, for the rental of custodial supplies. The scheduled rental service includes the provision of dust mops, collection of soiled ones, and facilitation of the use of clean and sanitized products for floor care across the District. The Department is seeking approval for a budget not to exceed \$160,160 based on previous annual expenditures.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Rental of Custodial Supplies
2. Decline to Approve Rental of Custodial Supplies
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Rental of Custodial Supplies

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-51-6267-453

COST:

Not to Exceed - \$160,160

VENDOR(S)/PROVIDER(S):

Aramark Uniform Services

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract #670-22

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through Cooperative contract. Pricing obtained through the BuyBoard, Contract 670-22. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for the rental of custodial supplies will help to ensure that Custodial Services has clean products for use in the 2024 - 2025 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE CELL SERVICE CONTRACT FOR USE WITH GLOBAL POSITIONING SYSTEMS FOR DISTRICT BUSES AND VEHICLES**

BACKGROUND:

The Department of Transportation has been utilizing Global Positioning Systems (GPS) encompassing navigation and tracking systems for all district vehicles. These contracts have been consistently renewed since January 13, 2015. The use of GPS in all District buses and vehicles necessitates cell service. Both buses and vehicles are presently equipped with a tracking device that facilitates the identification of vehicle location, performance, and route efficiency. This request pertains to the renewal of GPS service for the fiscal year 2024-2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cell Service Contract for use with Global Positioning Systems for District Buses and Vehicles
2. Decline to Approve Cell Service Contract for use with Global Positioning Systems for District Buses and Vehicles
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Cell Service Contract for use with Global Positioning Systems for District Buses and Vehicles

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-51-6256-434

COST:

\$138,509.88

VENDOR(S)/PROVIDER(S):

T-Mobile

PURCHASING MECHANISM:

Cooperative Agreement

GSA Contract #47QTCA22D008N

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative contract. Pricing obtained through the GSA, Contract 47QTCA22D008N. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations
Transportation Department

RATIONALE:

The implementation of GPS technology will enhance operational efficiencies across all District buses and vehicles. The capability to track the precise location of each unit will facilitate optimized routing, minimize downtime, and reduce fuel consumption. These services will be extended to 413 buses and 282 District vehicles.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

Customer Information	
Customer Name:	Fort Worth ISD Transportation Dept
Financial Contact Name:	Izzy Santacruz
Address:	4200 Lubbock Avenue
City:	Fort Worth
State:	TX
Zip:	76115
Financial Contact Phone:	817.815.7409
Email Address:	izamar.santacruz@fwisd.org
Acct # (if applicable):	967805993 - White Fleet

Sales Representative Information	
Name & Title:	Natalya Kasha
Phone:	214-334-7293
Email Address:	natalya.kasha@t-mobile.com
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	GSA

			Discounts
QUOTE DATE: 04/26/24	Promo Discount Offer Expiration Date: Budgetary Quote for SY 24-25	Contract Vehicle: GSA	MRC NET

Equipment Options: Note: promotions only apply per device with the purchase of an associated service plans for 2yr term for voice lines

Qty.	Model	MSRP	GOV 2YR Flat Rate Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
0						\$0.00
Equipment Total						\$0.00

Monthly Recurring Rate Plan Charges - Billed Monthly or Can Be Invoiced 12-24 Months at a Time

Qty.	Rate Plan	MRC	MRC Discount	Additional Credit	Net Price Monthly	Subtotal
316	GeoTab Base Plan for Government	\$15.00	18%		\$12.30	\$3,886.80
Estimated Fees Gov Account (\$1.40 per user per month) **						\$1,102.84
Estimated Total for 1 Month Service Charges**						\$4,989.64
Quote for Service Period July 2024 - June 2025						\$59,875.68

This proposal is a budgetary estimate of the plans, equipment, and services that have been communicated to the T-Mobile sales team to provide you with the proposed cost of your mobile communication requirements. This 13+ line proposal pricing is for budgetary estimation and may not reflect the actual cost of the plans, equipment, and services at the time of a contracted purchase. Pricing for all items in this proposal are subject to change and may change at any time. A final order with actual pricing included is available upon demand.

Customer Information	
Customer Name:	Fort Worth ISD Transportation Dept
Financial Contact Name:	Izzy Santacruz
Address:	4200 Lubbock Avenue
City:	Fort Worth
State:	TX
Zip:	76115
Financial Contact Phone:	817.815.7409
Email Address:	izamar.santacruz@fwisd.org
Acct # (if applicable):	980222518 - Yellow Fleet

Sales Representative Information	
Name & Title:	Natalya Kasha
Phone:	214-334-7293
Email Address:	natalya.kasha@t-mobile.com
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	GSA

			Discounts
QUOTE DATE: 04/26/24	Promo Discount Offer Expiration Date: Budgetary Quote for SY 24-25	Contract Vehicle: GSA	MRC NET

Equipment Options: Note: promotions only apply per device with the purchase of an associated service plans for 2yr term for voice lines

Qty.	Model	MSRP	GOV 2YR Flat Rate Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
0						\$0.00
Equipment Total						\$0.00

Monthly Recurring Rate Plan Charges - Billed Monthly or Can Be Invoiced 12-24 Months at a Time

Qty.	Rate Plan	MRC	MRC Discount	Additional Credit	Net Price Monthly	Subtotal
415	GeoTab Base Plan for Government	\$15.00	18%		\$12.30	\$5,104.50
Estimated Fees Gov Account (\$1.40 per user per month) **						\$1,448.35
Estimated Total for 1 Month Service Charges**						\$6,552.85
Quote for Service Period July 2024 - June 2025						\$78,634.20

This proposal is a budgetary estimate of the plans, equipment, and services that have been communicated to the T-Mobile sales team to provide you with the proposed cost of your mobile communication requirements. This 13+ line proposal pricing is for budgetary estimation and may not reflect the actual cost of the plans, equipment, and services at the time of a contracted purchase. Pricing for all items in this proposal are subject to change and may change at any time. A final order with actual pricing included is available upon demand.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RATIFICATION TO PAY (HVAC) HEATING, VENTILATION, AND AIR CONDITIONING RENTALS**

BACKGROUND:

Due to record-high temperatures during the summer and fall months of 2023, FWISD faced catastrophic HVAC system failures across the District. The FWISD HVAC Services shop rented several spot coolers to provide comfort to buildings without air conditioning. These spot coolers were left in place until the HVAC systems could be repaired or replaced, leading to September 2023 - May 2024 invoices.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification to Pay (HVAC) Heating, Ventilation, and Air Conditioning Rentals
2. Decline to Approve Ratification to Pay (HVAC) Heating, Ventilation, and Air Conditioning Rentals
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification to Pay (HVAC) Heating, Ventilation, and Air Conditioning Rentals

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-51-6264-451

COST:

\$188,950

VENDOR(S)/PROVIDER(S):

Texas Air Systems, LLC dba HVAC RNTL

PURCHASING MECHANISM:

Cooperative Agreement

TIPS 240102

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the TIPS 240102. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

RATIONALE:

Spot coolers were installed at 11 campuses and a non-instructional building to provide cool air until HVAC systems were repaired.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RATIFICATION OF (HVAC) HEATING, VENTILATION, AND AIR CONDITIONING REPAIRS AT WILKERSON GREINES ACTIVITY CENTER**

BACKGROUND:

Two (2) Dextron units are located at the Wilkerson Greines Activity Center to regulate the humidity of the entire building, especially the natatorium. The heat exchangers in both Dextron units have malfunctioned, rendering them unable to maintain the humidity levels in the building. The increased humidity can cause damage to the building; therefore, immediate replacement was necessary.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of (HVAC) Heating, Ventilation, and Air Conditioning Repairs at Wilkerson Greines Activity Center
2. Decline to Approve Ratification of (HVAC) Heating, Ventilation, and Air Conditioning Repairs at Wilkerson Greines Activity Center
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of (HVAC) Heating, Ventilation, and Air Conditioning Repairs at Wilkerson Greines Activity Center

FUNDING SOURCE: **Additional Details**

TRE 198-51-6299-501

COST:

\$77,322.00

VENDOR(S)/PROVIDER(S):

McMillan James Equipment Company, LLC

PURCHASING MECHANISM:

Cooperative Agreement

TIPS #22010601

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative contract. Pricing obtained through the TIPS, Contract 22010601. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

RATIONALE:

Repairing the Dextron units at the Wilkerson Greines Activity Center will control the humidity caused by the natatorium, preserving the building's structural integrity and climate control.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



McMillan James Equipment Co.
 1044 Texan Trail
 Grapevine, TX 76099
 Phone: 817-912-0800 Fax: 817-912-0888

Service Proposal

To: Fort Worth ISD

Project: Wilkerson Greines HX Removal

Location: Fort Worth, TX

Bid Date: 5/10/2024

Project: 18718

Proposal: 013844

Revision: R1

We are pleased to propose the following service for your consideration on the above referenced project.

ITEM A:(4) Heat Exchanger Demolition and R22 recharge

Scope of Work:

- Work to be performed during normal business hours.
- East Unit move refrigerant
- East Unit remove (2) Heat Exchangers
- Cut and Cap Lines (pinch and solder)
- Evacuation and recharge Circuit with R22 to MFG specifications.
- West Unit move refrigerant
- West Unit remove (2) Heat Exchangers
- Cut and Cap Lines (pinch and solder)
- Evacuation and recharge Circuit with R22 to MFG specifications.
- Burn Watch supplied by MJEC
- Disposal of Heat Exchangers

Warranty: 30-days Labor

Exclusions: Controls integration, replacement components, anything not mentioned above.

TOTAL DELIVERED PRICE (NOT INCLUDING TAXES)

\$ 77,322.00

**** PO Required****

Thank you for considering MJEC for the above referenced project.
30 days.

Due to influx in materials this proposal is valid for

Regards,

Kramer Tokerud, Service – Refrigeration Mgr.
 McMillan James Equipment Company
 Kramert@mjec.com

Acceptance of Proposal: The above prices and Specifications are satisfactory and hereby accepted. Payment will be made as outlined above.

X Print Name: David Guerra
 X Signature: [Handwritten Signature]
 Date: 5/10/24

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE RATIFICATION OF EMERGENCY PURCHASE OF ENVIRONMENTAL SERVICES AT THE FAMILY RESOURCE CENTER LOCATED AT J. P. ELDER MIDDLE SCHOOL**

BACKGROUND:

On January 16, 2024, the Family Resource Center situated at J. P. Elder Middle School encountered a water emergency, necessitating an immediate extraction and drying operation due to a frozen water line that had ruptured. Consequently, restoration services were required to mitigate potential long-term damages to the facility. These services included the temporary installation of dehumidifiers, fans, an auxiliary power board, and a portable generator. The request is to approve the ratification of the emergency services provided at the Family Resource Center.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J. P. Elder Middle School
2. Decline to Approve Ratification of Emergency Purchase of Environmental Services at Family Resource Center Located at J. P. Elder Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J. P. Elder Middle School

FUNDING SOURCE: **Additional Details**
TRE 198-51-6299-501

COST:

\$89,987.01

VENDOR(S)/PROVIDER(S):

Mooring USA

PURCHASING MECHANISM:

Emergency (Per Statute)

BuyBoard Contract #675-22

This purchase is in accordance with the Texas Education Code section 44.031 (h) regarding school district purchases made under emergency conditions. Additionally, the Board, per policy CH (LOCAL), delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds \$50,000.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Family Resource Center at J. P. Elder Middle School

RATIONALE:

It was necessary to take immediate action to ensure a safe environment for staff, students, and community members. This helps mitigate potential risks and safeguard health and safety.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



INVOICE

2110 113th Street
Grand Prairie, TX 75050
(888) 293-9953

Bill To:
Fort Worth Independent School District
100 N University Dr
Fort Worth, TX 76107

Invoice Number: 79666 Revised
Invoice Date: February 21, 2024
Job Number: 240047
PO/Claim Number: PENDING
Terms: Net 30
Sales Rep: Michael Kunz

Description: Mitigation Services	Amount
Labor	\$ 10,323.00
Equipment	\$ 78,632.62
Materials	\$ 121.00
Reimbursable: Travel / Lodging & Per Diem	\$ -
Reimbursable: EQ Rental / Sub K / Fuel / Other	\$ 10,908.95
Off-Site Mobilization	\$ -
<p>Job Reference: FWISD JP Elder Middle School MIT 709 NW 21st St Fort Worth, TX 76164</p>	

DIRECT ALL INQUIRIES TO:	MAKE ALL CHECKS PAYABLE TO:	Subtotal	\$ 99,985.57
Accounts Receivable	Mooring USA	Tax	\$ -
(888) 293-9953	2110 113th Street	Less BB Dsct (10%)	\$ (9,998.56)
Email: ar@mooringusa.com	Grand Prairie, TX 75050	Amount Due	\$ 89,987.01
EIN: 26-1642770	TACLA39662E		

* To the best of our ability , this invoice includes all charges for work performed during this natural disaster. There is a possibility that some vendor invoices may not have been received by Mooring, so were not included in your invoice(s). If any are discovered, Mooring reserves the right to notify you in a timely manner and bill for the additional cost, including our normal markup, overhead and profit.

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE GAS LINE TESTING SERVICES AND REPAIRS FOR
CAMPUSES**

BACKGROUND:

The oversight of gas regulation in the state of Texas falls under the jurisdiction of the Texas Railroad Commission. To comply with building regulations, it is mandatory to conduct annual gas inspections to ensure uninterrupted gas supply. Failure to conduct these inspections may result in the gas supply to the building being discontinued by the gas company. Traditionally, these inspections have been carried out by the maintenance department. However, in the upcoming fiscal year 2025, there is a proposal to outsource these inspections. In addition to inspections, the proposed outsourcing should also cover any necessary minor repairs. Typically, gas inspections are scheduled during the spring and summer seasons.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Gas Line Testing Services and Repairs for Campuses
2. Decline to Approve Gas Line Testing Services and Repairs for Campuses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Gas Line Testing Services and Repairs for Campuses

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-51-6299-451

COST:

Not to Exceed: \$680,000

VENDOR(S)/PROVIDER(S):

JBC Commercial Plumbing, LLC

PURCHASING MECHANISM:

Competitive Solicitation

RFP 22-136

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

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All District Facilities

RATIONALE:

Gas line inspections are a mandatory requirement for the continued operation of buildings in compliance with the regulations set forth by the Texas Railroad Commission. This is essential to ensure a safe environment for the utilization of the building.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



14812 Gladstone Dr.
 Aledo, TX 76008
 817-675-5629
 RMP-18389
 Jbcomm312@outlook.com

Proposal

ATTN- Ralph Ordonez

Scope of Work- District Wide Gas Test

Please see attached breakdown for gas testing facilities as per Atmos Energy/ Texas Railroad commission Test elementary, middle, and high school campuses, as well as auxiliary and athletic facilities.

Per specified by Atmos Energy. Gas testing only. Repairs that are necessary will be billed separately as needed.

Breakdown of Cost Rate Per Building

- Elementary Schools** - \$6,428/ school
- Middle Schools** - \$9,528.60 /school
- High Schools** - \$13,765.50 / school
- Athletic & Auxiliary Buildings** - \$6,428/ building

Scope of Work: The specifications for testing include turning off all gas appliances and heating systems, Science labs water and air, cooking and so forth. This is Mandated day the state Railroad commission through Atmos Energy, the gas purveyor.

Test are conducted according to the testing criteria prescribed in the Commission’s Rule 8.230, which states:

A pressure test to determine if the natural gas piping in each school facility will hold at least normal operating pressure shall be performed as follows:

- (A) School facility pipe testing includes all gas piping from the outlet of the purchase meter to each inlet valve of each appliance.
- (B) For systems on which the normal operating pressure is less than 0.5 psig, the test pressure shall be 5 psig and the time interval shall be 30 minutes.
- (C) For systems on which the normal operating pressure is 0.5 psig or more, the test pressure shall be 1.5 times the normal operating pressure or 5 psig, whichever is greater, and the time interval shall be 30 minutes.
- (D) A pressure test using normal operating pressure shall be utilized only on systems operating at 5 psig or greater, and the time interval shall be one hour.

Thank you,

James Cohen (Jun 13, 2024 12:08 CDT)

Gracie Cohen Jun 13, 2024

JBC Commercial Plumbing
 14812 Gladstone Drive
 Aledo, TX 76008
 (817-675-5629)
 RMP-18389
 JBCComm312@outlook.com

Regulated by the Texas State
 Board of Plumbing examiners
 P.O. Box 4200 Austin,
 TX78751
 (512) 936-5200
 www.tsbpe.texas.gov



14812 Gladstone Dr.
 Aledo, TX 76008
 817-675-5629
 RMP-18389
 Jbcomm312@outlook.com

Proposal

Partial List Repair Parts for Gas Test

1-1/2 Gas Regulator	\$667.12
1 Gas Regulator	\$98.48
3/4 Gas Regulator	\$98.46
1-1/2 Black IB Gas Stop	\$67.00
1 Black IB Gas Stop	\$36.00
1/2 Black IB Gas Stop	\$26.00
24 Brass Craft CSS LG DIA Gas Con 3/4 FIP x 3/4 MIP X 24	\$30.50
2" Gas PWRPress STRT CPLG	\$54.00
Apollo 1-1/2" Gas PWRPress STRT CPLG	\$37.00
1-1/2 BLK Mall Union Import	\$20.00
1 BLK Mall Union Import	\$15.00
3/4 BLK Mall Union Import	\$12.00
Hercules 20 OZ Megabubble with Sprayer	\$20.50

Respectfully,

James Cohen

JBC Commercial Plumbing
 14812 Gladstone Drive
 Aledo, TX 76008
 (817-675-5629)
 RMP-18389
 JBCComm312@outlook.com

Regulated by the Texas State
 Board of Plumbing examiners
 P.O. Box 4200 Austin,
 TX78751
 (512) 936-5200
 www.tsbpe.texas.gov

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE FIRE ALARM SYSTEM REPLACEMENT AT SAGAMORE HILL ELEMENTARY AND WORTH HEIGHTS ELEMENTARY**

BACKGROUND:

The fire alarm systems at Sagamore Hill Elementary and Worth Heights Elementary have experienced a complete system failure, rendering them non-functional. This failure poses a significant threat to the overall fire safety infrastructure of the facilities, necessitating the installation of a new, reliable system that meets current safety standards and regulations. The replacement of these systems is essential to adequately safeguard the premises and ensure the safety of its occupants.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Fire Alarm System Replacement at Sagamore Hill Elementary and Worth Heights Elementary
2. Decline to Approve Fire Alarm System Replacement at Sagamore Hill Elementary and Worth Heights Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Fire Alarm System Replacement at Sagamore Hill Elementary and Worth Heights Elementary

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-81-6629-451

COST:

\$ 297,746.94

VENDOR(S)/PROVIDER(S):

Texas Fire & Sound

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract #654-21

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a cooperative contract. Pricing obtained through the Buyboard, Contract 654-21. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Sagamore Hill Elementary School
Worth Heights Elementary School

RATIONALE:

The replacement of fire alarm systems at both campuses serves as a crucial safety measure for the facilities, while also promoting compliance with occupancy regulations. To this end, firewalkers have been deployed to provide essential safety support while the necessary replacements are being made.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

TEXAS FIRE & SOUND

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Dallas • Houston • Ft. Worth

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

833-TXF-ASAP (893-2727)

Project : Sagamore Hills Elementary

Proposal : 2404.9933.031

Date : 06/05/2024

Buy Board # : 654-21

FWISD Vendor # : 29652

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL BASE BID.....\$159,625.00

PIP BOND.....\$5,985.94

TOTAL PRICE (TAX EXCLUDED) \$165,610.94

Total Sum of One Hundred Sixty-Five Thousand Six Hundred Ten & 94/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extended parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

Project : Sagamore Hills Elementary School

Proposal: 2404.9933.031

Date : 06/05/2024

EXCLUSIONS;

1. Sales Tax
2. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
3. Any X-ray and/or core drilling operation, and underground trenching
4. Floor penetrations from level to level and all fire rated assemblies
5. Penetration of load bearing structural elements
6. Any required fire rated assemblies and access doors
7. Adequate structural capacity to support equipment
8. Wire-mold and/or exterior wire routing materials
9. Damage caused by other trades during construction
10. Electrical work (above 24 volts)
11. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
12. Fire Stopping

INCLUSIONS:

1. Premium labor, Prevailing wage rates, Certified Payroll
2. Bid, Performance or Payment bonds
3. Duct detectors shall be provided for all AHU's shown on plans over 2000 cfm. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.
4. CO Detection in all Classrooms and areas containing gas
5. Voice Evacuation
6. Conduit & Backboxes as required
7. Demo of Existing System
8. Labor & materials to install the proposed equipment unless excluded otherwise herein
9. Project management
10. Field Drawings
11. Permit fees
12. System testing
13. Inspection with the AHJ
14. Training
15. One Year Warranty on Parts and Labor

SPECIAL CONDITIONS:

To properly prepare field drawings for the system, the client will need to provide the necessary AutoCAD *.dwg formatted files of the work project areas. Additional monies and time shall be required if CAD files are not provided.

Notwithstanding any other provision, Texas Fire & Sound shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure, the COVID-19 pandemic or any other event out of its direct and immediate control, and Contractor shall not be entitled to any damages resulting thereof.

Steel/copper/plastics/commodities (Commodities) - The pricing offered in this proposal is based on the price of (Commodities) and its availability as of the date of this proposal. Customer agrees that the cost and availability of (Commodities) and (Commodities) products may rise after the date of this proposal. The rise in price of (Commodities) and (Commodities) products shall result in a corresponding dollar-for-dollar increase in TFS's proposal for this agreement.

This proposal is valid for (90) Ninety days from the date on this proposal.

Project : Sagamore Hills Elementary
 Proposal : 2404.9933.031
 Date : 06/05/2024

PROPOSAL NOTES:

1. We are basing the client equipment device locations on the plans provided by the customer. Any additional items required by the AHJ during plan review beyond what is included in this scope of work will be additional cost.
2. TFS will supply two [2] sets of shop drawings/submittals in black and white paper or color on electronic media.
3. Pricing considerations have been made for the installation and inspection of this project as a complete system. Considerations for phased or temporary occupancy have not been made in this proposal. Any phased occupancy or partial inspections will impact the cost of design and installation. These cost impacts are the responsibility of the client.
4. The client is responsible for providing dedicated 120V AC, 20A circuits with clean power to all panel(s).
5. Surge protection shall be provided by others for installation at the breaker location of each dedicated circuit, at no cost to TFS, that is to be used for the system.
6. Labor rates are provided for normal working hours. Premium labor such as Davis Bacon wages, Differential, Per Diem, Holiday pay rates, or accelerated schedule are not included and will be at additional costs to the client unless delineated in the inclusions listed above.
7. TFS will only take equipment returns that have an approved RMA and the equipment is in NEW condition and boxes are unopened. TFS reserves the right to charge a restocking fee on any equipment return. Equipment pricing is based on package pricing and may vary from project to project based on discounts received.
8. Unless negotiated in the fully executed contract, no retention is considered or allowed on TFS's projects. Back charges shall not be able to be levied against TFS at any time unless TFS is notified in writing within three business days of the event of the assumed back charge. Any claim for back charges shall be forever barred if TFS is not provided notification in writing within three business days of the event that the alleged incident for back charge occurred.

Sincerely,

Dan Blanton
 Sr. Sales Account Manager
 Email: Txfsales03@txfs.us
 Direct: (972) 998-7614

Client Company: _____	Company : Texas Fire & Sound
Client Signature: _____	Auth. TFS Officer: _____
Print Name : _____	Print Name : _____
Title : _____	Title : _____
Date: _____	Date: _____

THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE & SOUND, OFFICER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CLIENT ANY AMOUNT THAT HAS BEEN PAID TO THE COMPANY HEREUNDER.

TEXAS FIRE & SOUND TERMS & CONDITIONS APPLY (available on request)

TEXAS FIRE & SOUND

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ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

833-TXF-ASAP (893-2727)

Project : Worth Heights Elementary School

Proposal : 2402.9933.017

Date : 06/05/2024

Buy Board # : 654-21

FWISD Vendor # : 29652

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL BASE BID.....\$127,360.00

PIP BOND.....\$4,776.00

TOTAL PRICE (TAX EXCLUDED) \$ 132,136.00

Total Sum of One Hundred Thirty-Two Thousand One Hundred Thirty-Six & 00/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extended parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

Project : Worth Heights Elementary School

Proposal: 2402.9933.017

Date : 06/05/2024

EXCLUSIONS;

1. Sales Tax
2. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
3. Any X-ray and/or core drilling operation, and underground trenching
4. Floor penetrations from level to level and all fire rated assemblies
5. Penetration of load bearing structural elements
6. Any required fire rated assemblies and access doors
7. Adequate structural capacity to support equipment
8. Wire-mold and/or exterior wire routing materials
9. Damage caused by other trades during construction
10. Electrical work (above 24 volts)
11. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
12. Fire Stopping

INCLUSIONS:

1. Bid, Performance or Payment bonds
2. Premium labor, Prevailing wage rates, Certified Payroll
3. Duct detectors shall be provided for all AHU's shown on plans over 2000 cfm. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.
4. CO Detection in all Classrooms and areas containing gas
5. Voice Evacuation
6. Conduit & Backboxes as required
7. Demo of Existing System
8. Labor & materials to install the proposed equipment unless excluded otherwise herein
9. Project management
10. Field Drawings
11. Permit fees
12. System testing
13. Inspection with the AHJ
14. Training
15. One Year Warranty on Parts and Labor

SPECIAL CONDITIONS:

To properly prepare field drawings for the system, the client will need to provide the necessary AutoCAD *.dwg formatted files of the work project areas. Additional monies and time shall be required if CAD files are not provided.

Notwithstanding any other provision, Texas Fire & Sound shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure, the COVID-19 pandemic or any other event out of its direct and immediate control, and Contractor shall not be entitled to any damages resulting thereof.

Steel/copper/plastics/commodities (Commodities) - The pricing offered in this proposal is based on the price of (Commodities) and its availability as of the date of this proposal. Customer agrees that the cost and availability of (Commodities) and (Commodities) products may rise after the date of this proposal. The rise in price of (Commodities) and (Commodities) products shall result in a corresponding dollar-for-dollar increase in TFS's proposal for this agreement.

This proposal is valid for (90) Ninety days from the date on this proposal.

Project : Worth Heights Elementary School
 Proposal : 2402.9933.017
 Date : 06/05/2024

PROPOSAL NOTES:

1. We are basing the client equipment device locations on the plans provided by the customer. Any additional items required by the AHJ during plan review beyond what is included in this scope of work will be additional cost.
2. TFS will supply two [2] sets of shop drawings/submittals in black and white paper or color on electronic media.
3. Pricing considerations have been made for the installation and inspection of this project as a complete system. Considerations for phased or temporary occupancy have not been made in this proposal. Any phased occupancy or partial inspections will impact the cost of design and installation. These cost impacts are the responsibility of the client.
4. The client is responsible for providing dedicated 120V AC, 20A circuits with clean power to all panel(s).
5. Surge protection shall be provided by others for installation at the breaker location of each dedicated circuit, at no cost to TFS, that is to be used for the system.
6. Labor rates are provided for normal working hours. Premium labor such as Davis Bacon wages, Differential, Per Diem, Holiday pay rates, or accelerated schedule are not included and will be at additional costs to the client unless delineated in the inclusions listed above.
7. TFS will only take equipment returns that have an approved RMA and the equipment is in NEW condition and boxes are unopened. TFS reserves the right to charge a restocking fee on any equipment return. Equipment pricing is based on package pricing and may vary from project to project based on discounts received.
8. Unless negotiated in the fully executed contract, no retention is considered or allowed on TFS's projects. Back charges shall not be able to be levied against TFS at any time unless TFS is notified in writing within three business days of the event of the assumed back charge. Any claim for back charges shall be forever barred if TFS is not provided notification in writing within three business days of the event that the alleged incident for back charge occurred.

Sincerely,

Dan Blanton
 Sr. Sales Account Manager
 Email: Txfsales03@txfs.us
 Direct: (972) 998-7614

Client Company: _____	Company : Texas Fire & Sound
Client Signature: _____	Auth. TFS Officer: _____
Print Name : _____	Print Name : _____
Title : _____ Date: _____	Title Date : _____ Date: _____

THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE & SOUND, OFFICER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CLIENT ANY AMOUNT THAT HAS BEEN PAID TO THE COMPANY HEREUNDER.

TEXAS FIRE & SOUND TERMS & CONDITIONS APPLY (available on request)

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE SOFTWARE MAINTENANCE SERVICES USED BY THE CHILD NUTRITION SERVICES DEPARTMENT**

BACKGROUND:

Child Nutrition Services would like to renew the current software system maintenance service with Option Renewal – up to (3) three one-year renewals. The annual maintenance service covers the licenses and software support for point of sale, ordering, and inventory. In addition, another component of the software that has a great feature and benefit to our students, parents, and staff is the ability to digitally display the menu. It also provides dietary and allergen information to school nurses and staff.

The Service Contract begins July 1, 2024 through June 30, 2025. The Option Renewal Years are as follows:

- Option Renewal Year 1 – July 1, 2025 – June 30, 2026
- Option Renewal Year 2 – July 1, 2026 – June 30, 2027
- Option Renewal Year 3 – July 1, 2027 – June 30, 2028

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Software Maintenance Services Used By The Child Nutrition Services Department
2. Decline to Approve Software Maintenance Services Used By The Child Nutrition Services Department
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Software Maintenance Services Used By The Child Nutrition Services Department

FUNDING SOURCE: *Additional Details*
Special Revenue 701-35-6399-540

COST:

\$128,165

VENDOR(S)/PROVIDER(S):

Heartland Payment Systems, LLC dba Heartland School Solutions

PURCHASING MECHANISM:

Sole Source

This purchase is in accordance with the Texas Department of Agriculture procurement regarding Child Nutrition purchases as Sole source procurement.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Child Nutrition Services
All Schools

RATIONALE:

Software maintenance services are necessary for the operation of the Child Nutrition Services Department.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



THIS IS NOT AN INVOICE. Please complete this form & return it by Email or mail to confirm your annual support services for the 2024-2025 school year.

If mailing, send to:
765 Jefferson Road #400 , Rochester NY 14623

Heartland Payment Systems
dba Heartland School Solutions
PO Box 936565
Atlanta, GA 31193-6565

Annual Support Quote	04/04/2024
-----------------------------	-------------------

Bill To:

Fort Worth Independent School District
HSS-Fort Worth
100 N University Dr E Ste 140 Accounts Payable
Fort Worth, TX 76107-1360

Billing Contact Information:

First: _____ Last: _____
Email Address: _____
Phone Number: _____
Job Title: _____

If address information is incorrect, please make corrections above. Please write in the Billing contact information above.

Customer #	Contract #	Location (if applicable)	Terms	Invoice Date
3678096-001072	HSS_00000338		Net 30	06/01/2024

- Line Items Are Accurate
- Changes Needed to Line Items

Use this space to indicate changes:

Coverage Start Date	Coverage End Date	Product Code	Item Description	Quantity	Annual Unit Price	Extended Price
07/01/2024	06/30/2025	HSS1402	SUP: MCS Point of Sale Licenses FWISD	1	58,710.00	58,710.00
07/01/2024	06/30/2025	HSS1403	SUB: MCS Menu Plan and Nutrition Analysis FWISD Subscription	1	41,200.00	41,200.00
07/01/2024	06/30/2025	HSS2010	SUB: MySchoolApps Online 2001-5000 Subscription	1	2,700.00	2,700.00
07/01/2024	06/30/2025	HSS3100	SUB: MealViewer Digital Suite Subscription Annual	137	185.00	25,345.00
11/01/2024	06/30/2025	HSS3100	SUB: MealViewer Digital Suite Subscription Annual	1	120.00	120.00
07/01/2024	06/30/2025	HSS3101	SUB: MealViewer Digital Signage Subscription Annual	1	90.00	90.00

Pre-Invoice Order Quote Total 128,165.00

CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO VARIOUS JOINT USE AGREEMENTS BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR THE USE OF MULTIPLE CITY AND DISTRICT-OWNED PROPERTIES

BACKGROUND:

For more than fifty years, various cooperative agreements have existed between the Fort Worth Independent School District and the City of Fort Worth Parks and Recreation Department (PARD) related to the acquisition, development, maintenance, and/or sharing of facilities and services. Some joint use agreements have existed only informally, others are long expired but both parties continue to operate with reciprocity as if they are still in effect.

Many commonalities can be seen in the number, type and use of physical properties owned and administered by the two agencies such as open spaces provided at school sites, neighborhood and community parks, playground equipment, athletic fields, gymnasiums and basketball courts, tracks and tennis courts. To make better use of bond monies and tax dollars, reduce unnecessary duplication of facilities, and provide more and better open spaces for students and families, it is advantageous to each agency to support and continue in the collaborative development, joint use, maintenance and programming of certain facilities.

District and PARD staff maintain an open dialogue regarding possible cooperative projects, including development of tennis facilities, athletic fields and playgrounds. To ensure mutual understanding of responsibility, it is recommended to enter new separate agreements for the properties listed below for an initial term of twenty (20) years with options to renew for two ten-year terms and with appropriate cancellation provisions. Details of the agreements may vary according to the characteristics and amenities of each location.

Properties Owned By FWISD:

1. Cesar Chavez Elementary School
2. Daggett Elementary School
3. Diamond Hill-Jarvis High School
4. Eastern Hills Elementary & High School
5. Meadowbrook Elementary School
6. Meadowood Park
7. Morningside Middle School
8. Ridglea Hills Elementary School
9. Stripling Middle School
10. Western Hills Elementary School (Westwind Park)
11. Wilkerson-Greines Athletic Complex

12. Woodway Elementary School

Properties Owned by City of Fort Worth:

1. Bunche Park
2. Handley-Meadowbrook Community Center
3. Kingswood Park
4. Rolling Hills Park
5. Seminary Hills Park
6. Southwest Community Center
7. Sunset Hills Park
8. Wedgwood Park
9. Western Hills Park

STRATEGIC GOAL:

- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into Various Joint Use Agreements Between the Fort Worth Independent School District and the City of Fort Worth for the Use of Multiple City and District-Owned Properties
2. Decline to Approve Authorization to Negotiate and Enter into Various Joint Use Agreements Between the Fort Worth Independent School District and the City of Fort Worth for the Use of Multiple City and District-Owned Properties
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into Various Joint Use Agreements Between the Fort Worth Independent School District and the City of Fort Worth for the Use of Multiple City and District-Owned Properties

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not a Purchase

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

RATIONALE:

Many Fort Worth ISD schools are adjacent to City-owned properties such as parks, play fields and community centers. Joint use agreements between the District and the City of Fort Worth Parks Department will mutually benefit schools and the community through expanded access to recreational infrastructure and open spaces.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR MOBILE RECREATION SUMMER DAY CAMP AND WAIVE FEES ASSOCIATED WITH OPERATING THE CAMP**

BACKGROUND:

The Mobile Recreation Summer Day Camp is offered through the City of Fort Worth Parks & Recreation partnered with Fort Worth ISD (FWISD) to provide educational activities and programming free of charge to FWISD students; it is requested that District costs be waived. The program is a structured summer day camp that serves up to 320 students ages 5-14. The camp is scheduled from June 10, 2024, to July 26, 2024, and will be held on the campuses of Sagamore Hill Elementary, Seminary Hills Park Elementary, William James Middle School, and Paschal High School.

In accordance with the Interlocal Agreement, Fort Worth ISD will provide use of the facilities at these four (4) campuses and the natatorium at Wilkerson-Greines Activity Center including bus transportation for swimming lessons (Monday through Thursday only). In accordance with Board policy GKD(LOCAL), rental fees for day-time use of facilities may be waived as the City is a qualifying organization. FWISD costs to be waived are estimated at \$80,655.00 as follows:

Description	Estimated Amount
Campus Utility Fees	\$ 51,918.00
Building Use & Equipment	\$ 7,150.00
Natatorium	\$ 12,870.00
Transportation	\$ 8,727.00
Total:	\$ 80,655.00

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees

Associated with Operating the Camp
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp

FUNDING SOURCE: *Additional Details*

General Fund	199-51-6257-414
	199-34-6125-434
	199-xx-6299-xxx

COST:

Waived

VENDOR(S)/PROVIDER(S):

City of Fort Worth

PURCHASING MECHANISM:

Interlocal Agreement

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Sagamore Hill ES, Seminary Hills Park ES, William James MS, R.L. Paschal HS, Wilkerson-Greines Activity Center Natatorium

RATIONALE:

The Mobile Recreation Summer Day Camp is a summer program benefiting FWISD students that is free to the participants.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**THIRD AMENDMENT AND THIRD RENEWAL OF
CITY SECRETARY CONTRACT NO. 56004**

This **THIRD AMENDMENT AND THIRD RENEWAL** (“Third Amendment and Third Renewal”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized representative, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT** (“FWISD”), a political subdivision of the State of Texas and a legally constituted Independent School District, acting by and through its duly authorized representative. The City and FWISD are herein referred to individually as a (“Party”) and collectively as the (“Parties”).

WHEREAS, on May 25, 2021, the City and FWISD entered into an Interlocal Cooperative Agreement to conduct a summer day camp program called Mobile Recreation Summer Day Camp (“Program”) at R.L. Paschal High School, Edward J. Briscoe Elementary School, E.M. Daggett Middle School, William James Middle School, and the aquatics facility at Wilkerson-Greines Activity Center, the same being City Secretary Contract (“CSC”) Number 56004 (“Agreement”);

WHEREAS, the Agreement provides an initial term of three months (“Primary Term”) and four (4) additional renewal periods (each a “Renewal Term”);

WHEREAS, the Program during each Renewal Term only occurs in a four-month period each year (May to August) and therefore each additional renewal period only contemplates renewal during that specific period of time of the year;

WHEREAS, on April 22, 2022, the Parties amended the Agreement to provide program information for calendar year 2022 and exercised the First Renewal Term;

WHEREAS, on August 30, 2023, the Parties amended the Agreement to provide program information for calendar year 2023 and exercised the Second Renewal Term;

WHEREAS, the Parties wish to amend the Agreement to provide program information for the 2024 calendar year; and

WHEREAS, it is the collective desire of the Parties to extend this Agreement through the Third Renewal Term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and FWISD agree to amend and renew the Agreement as follows:

I.

The City and FWISD hereby agree to amend the Agreement to provide an updated program schedule, to include approved 2024 locations, times, and activities, as further described in Exhibit A-3, attached hereto and incorporated herein by reference.

II.

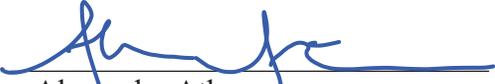
The Parties hereby agree to renew and extend the Agreement for a Third Renewal Term, effective beginning on June 1, 2024, and expiring on August 31, 2024.

III.

(1) All terms and conditions of the Agreement that are not expressly amended pursuant to this Third Amendment and Third Renewal shall remain in full force and effect.

(2) All terms in this Third Amendment and Third Renewal that are capitalized but not defined shall have the same meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment and Third Renewal in Tarrant County, Fort Worth, Texas.

<p>CITY:</p> <p>By: _____ Name: Jessica McEachern Title: Assistant City Manager</p> <p>Date: _____</p>	<p>FWISD:</p> <p>By: _____ Name: Dr. Angélica M. Ramsey Title: Superintendent, Fort Worth ISD</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: _____ Name: Camille Rodriguez Title: Board President</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</p> <p>By:  Name: Alexander Athanason Title: Staff Attorney</p> <p>Date: <u>05/20/2024</u></p>
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(Signature page continues below)

FOR THE CITY OF FORT WORTH INTERNAL PROCESSES:

<p>Approval Recommended:</p> <p>By: _____ Name: Dave Lewis Title: Deputy Director Park & Recreation Department</p> <p>By: _____ Name: Kelli Pickard Title: Assistant Director Park & Recreation Department</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: Trey Qualls Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: 21-0490 Form 1295: N/A</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Sheri Endsley Title: District Superintendent Park & Recreation Department</p> <p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
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Mobile Rec Summer Day Camp 2024

Welcome to the City of Fort Worth, where the BEST begins!

Dates:

- June 3rd – June 7th Orientation/Training for Camp Leader Staff
- Thursday, June 6th 5:00pm - 7:00pm Meet the Counselor Parent Meeting
- Camp meets Monday thru Friday, June 10th – July 26th
- Hours of Operation are 9:00am – 3:00pm

We will not meet on June 19th and July 4th

Locations:

- Paschal High School 3001 Forest Park Blvd, Fort Worth 76110
- Sagamore Hill Elementary 701 S. Hughes Street, Fort Worth 76103
- Seminary Hills Elementary 5037 Townsend Drive, Fort Worth 76115
- William James Middle 1101 Nashville Avenue, Fort Worth 76105

We also provide lunch and snack for our campers Monday – Friday. Swim Lessons will be held at Wilkerson-Greines Activity and Aquatic Center located at 5201 C.A. Roberson Blvd, Fort Worth 76119.

Staff will be on site daily from 8:00am – 4:00pm. Mobile Rec will utilize classrooms and/or portables for up to 80 campers. Restrooms and water fountains will be available at each campus. Computer lab for Lexia literacy support program, gymnasium, library, and cafeteria may also be available for use at the campuses.

Activities will include recreational sports, STEM learning, Read Fort Worth initiative, arts and crafts, fishing, boating and water safety, swimming lessons, drama and theatre, Legos/robotics, money management, character development, relationship building, problem solving, and a talent show at the end of the summer!

We are partnering with organizations including Let’s Play, Read Fort Worth, Fort Worth Nature Center, the Fort Worth Zoo, 4-H Texas Agri-life, Amon Carter Museum of Art, Frost Bank, Child Evangelism Fellowship, Texas Interscholastic Rugby, Wrexham Texans Football Academy, TCU Swimming, and much more!

Swim Lesson Schedule

Bus Schedule	Monday	Tuesday	Wednesday	Thursday
1st Session: June 10th - June 27th				
Departure - 12:30pm	Seminary Hills Campus	Seminary Hills Campus	Seminary Hills Campus	Seminary Hills Campus
Arrival - 12:45pm	60 Campers	60 Campers	60 Campers	60 Campers
Swim Lessons begin @ 1:00pm	30 minute session	30 minute session	30 minute session	30 minute session
2nd Session: July 1st - July 18th				
Departure - 12:30pm	William James Campus	William James Campus	William James Campus	William James Campus
Arrival - 12:50pm	60 Campers	60 Campers	60 Campers	60 Campers
Swim Lessons begin @ 1:00pm	30 minute session	30 minute session	30 minute session	30 minute session
Departure - 1:10pm	Sagamore Hill Campus	Sagamore Hill Campus	Sagamore Hill Campus	Sagamore Hill Campus
Arrival - 1:20pm	60 Campers	60 Campers	60 Campers	60 Campers
Swim Lessons begin @ 1:30pm	30 minute session	30 minute session	30 minute session	30 minute session
Departure - 1:35pm	Paschal High Campus	Paschal High Campus	Paschal High Campus	Paschal High Campus
Arrival - 1:55pm	30 Campers	30 Campers	30 Campers	30 Campers
Swim Lessons begin @ 2:00pm	30 minute session	30 minute session	30 minute session	30 minute session



SUMMER DAY CAMP 2024

Camp activities include a variety of sports, arts and crafts, immersing ourselves in nature, special guest speakers, STEM learning, theatre, swimming lessons, field trips and much more!

- **Free Lunch**
- **June 10th - July 26th (No camp on 6/19 & 7/4)**
- **Monday - Friday, 9:00am-3:00pm**
- **Ages 5-14 years old**

LOCATIONS:

Paschal High School 3001 Forest Park Blvd 76110

Sagamore Hill Elementary 701 S. Hughes Street 76103

Seminary Hills Elementary 5037 Townsend Drive 76115

William James Middle 1101 Nashville Avenue 76105



Mobile Rec



MobileRecreation@fortworthtexas.gov **Ph: 817.392.5747**

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR MCLEAN MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

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

First Advertisement	May 16, 2023
Second Advertisement	May 23, 2023
Pre-Proposal Conference	May 23, 2023
Deadline for Questions	May 26, 2023
Deadline to Receive Qualifications	June 06, 2023
Issue Step 2 to Short List (Schedule Interviews)	June 14, 2023
Receive Step 2	June 20, 2023
Interview Firms on Short List; Rank Submissions	June 22, 2023
Board Approval of CMAR Firm	June 25, 2024

The District received four (4) Statements of Qualifications from the following Firms:

- Hill and Wilkinson General Contractors
- Reeder + Summit JV*
- Rogers-O’Brien + Chambers JV*
- Steele & Freeman | Potere JV*

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

- Hill and Wilkinson General Contractors
- Reeder + Summit JV*
- Rogers-O’Brien + Chambers JV*
- Steele & Freeman | Potere JV*

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where all firms from Step I were invited to an interview and requested to provide a base fee, general

conditions, and pre-construction fee proposal (“Proposals”). As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Hill & Wilkinson General Contactors
2. Reeder + Summit JV*
3. Steele & Freeman | Potere JV*
4. Rogers-O’Brien + Chambers JV*

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For McLean Middle School Renovations (23-021) In Conjunction With The 2021 Capital Improvement Program
2. Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For McLean Middle School Renovations (23-021) In Conjunction With The 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For McLean Middle School Renovations (23-021) In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: **Additional Details**
CIP 2021 661-81-6629-050

COST:

Not to exceed \$30,000

VENDOR(S)/PROVIDER(S):

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-021

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 3

HUB Firms: 3

**Denotes a HUB Firm*

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Department
TEA #050 McLean Middle School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

Supplier Scoring Summary

23-021 - RFQ for Selection of a CMAR Step 1 of 2 for TEA #'s 050 & 069 McLean MS & 6th Grade Center - Cumulative Step 1

Supplier		Rank	Score	CIP 2021 CMAR Scoring										CIP 2021 CMAR Hub Eval					
			100	Introduction and Firm P	Qualifications for a K12	Relevant Experience	References	Method of Approach	Method of Approach - S	Method of Approach - S	Pre-Construction Service	Construction Services	QA/QC and Best Practic	Budget and Cost Control	Responsiveness	HUB Criteria A	HUB Criteria B	HUB Criteria C	HUB Criteria D
Reeder General Contractors	1	93.25	5.00	15.00	10.00	5.00	10.00	5.00	5.00	15.00	10.00	4.00	3.00	3.00	2.00	2.00	4.00	2.00	
Hill & Wilkinson General Contr	2	91.30	4.75	15.00	10.00	4.80	9.25	4.50	4.75	14.25	9.75	3.75	2.50	3.00	2.00	1.00	0.00	2.00	
Steele & Freeman, Inc.	3	91.10	5.00	14.75	9.50	4.10	8.25	4.00	4.50	13.25	9.00	3.50	2.75	3.00	2.00	2.00	3.50	2.00	
Rogers-O'Brien Construction Com	4	89.65	4.75	14.25	9.50	4.90	8.00	4.00	4.25	12.50	9.00	3.50	2.50	2.50	2.00	2.00	4.00	2.00	

Supplier Scoring Summary

23-021 A - CSP for Selection of a CMAR Step 2 of 2 for TEA #'s 050 & 069 McLea

Supplier	Rank	Score	CIP 2021 CMAR Scoring							
			Pricing - Pre Constructio	Pricing - Proposed Cons.	Pricing - Proposed Gene	Interview Question #1	Interview Question #2	Interview Question #3	Interview Question #4	Interview Question #5
		50	5.00	10.00	10.00	6.00	5.00	4.00	4.00	6.00
Hill & Wilkinson General Contr	1	49.00	5.00	10.00	10.00	5.50	5.00	3.75	4.00	5.75
Reeder General Contractors	2	35.98	1.67	6.50	7.56	4.50	4.25	3.50	3.25	4.75
Steele & Freeman, Inc.	3	34.95	2.50	4.33	9.87	4.25	4.00	3.25	3.00	3.75
Rogers-OBrien Construction Com	4	31.78	2.50	5.27	6.76	3.75	4.00	3.00	2.75	3.75

in MS & 6th Grade Center - Cumulative

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR MCLEAN 6th GRADE CENTER RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the McLean 6th Grade Center Renovations with the following schedule of events:

First Advertisement	May 16, 2023
Second Advertisement	May 23, 2023
Pre-Proposal Conference	May 23, 2023
Deadline for Questions	May 26, 2023
Deadline to Receive Qualifications	June 06, 2023
Issue Step 2 to Short List (Schedule Interviews)	June 14, 2023
Receive Step 2	June 20, 2023
Interview Firms on Short List; Rank Submissions	June 22, 2023
Board Approval of CMAR Firm	June 25, 2024

The District received four (4) Statements of Qualifications from the following Firms:

Hill and Wilkinson General Contractors
Reeder + Summit JV*
Rogers-O’Brien + Chambers JV*
Steele & Freeman | Potere JV*

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

Hill and Wilkinson General Contractors
Reeder + Summit JV*
Rogers-O’Brien + Chambers JV*
Steele & Freeman | Potere JV*

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where all firms from Step I were invited to an interview and requested to provide a base fee, general

conditions, and pre-construction fee proposal (“Proposals”). As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Hill & Wilkinson General Contactors
2. Reeder + Summit JV*
3. Steele & Freeman | Potere JV*
4. Rogers-O’Brien + Chambers JV*

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For McLean 6th Grade Center Renovations (23-021) In Conjunction With The 2021 Capital Improvement Program
2. Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For McLean 6th Grade Center Renovations (23-021) In Conjunction With The 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For McLean 6th Grade Center Renovations (23-021) In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: **Additional Details**
CIP 2021 661-81-6629-069

COST:

Not to exceed \$30,000

VENDOR(S)/PROVIDER(S):

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-021

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 3

HUB Firms: 3

**Denotes a HUB Firm*

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Department

TEA # 069 McLean 6th Grade Center

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

Supplier Scoring Summary

23-021 - RFQ for Selection of a CMAR Step 1 of 2 for TEA #'s 050 & 069 McLean MS & 6th Grade Center - Cumulative Step 1

Supplier		Rank	Score	CIP 2021 CMAR Scoring										CIP 2021 CMAR Hub Eval					
			100	Introduction and Firm P	Qualifications for a K12	Relevant Experience	References	Method of Approach	Method of Approach - S	Method of Approach - S	Pre-Construction Service	Construction Services	QA/QC and Best Practic	Budget and Cost Control	Responsiveness	HUB Criteria A	HUB Criteria B	HUB Criteria C	HUB Criteria D
Reeder General Contractors	1	93.25	5.00	15.00	10.00	5.00	10.00	5.00	5.00	15.00	10.00	4.00	3.00	3.00	2.00	2.00	4.00	2.00	
Hill & Wilkinson General Contr	2	91.30	4.75	15.00	10.00	4.80	9.25	4.50	4.75	14.25	9.75	3.75	2.50	3.00	2.00	1.00	0.00	2.00	
Steele & Freeman, Inc.	3	91.10	5.00	14.75	9.50	4.10	8.25	4.00	4.50	13.25	9.00	3.50	2.75	3.00	2.00	2.00	3.50	2.00	
Rogers-O'Brien Construction Com	4	89.65	4.75	14.25	9.50	4.90	8.00	4.00	4.25	12.50	9.00	3.50	2.50	2.50	2.00	2.00	4.00	2.00	

Supplier Scoring Summary

23-021 A - CSP for Selection of a CMAR Step 2 of 2 for TEA #'s 050 & 069 McLea

Supplier	Rank	Score	CIP 2021 CMAR Scoring							
			Pricing - Pre Constructio	Pricing - Proposed Cons.	Pricing - Proposed Gene	Interview Question #1	Interview Question #2	Interview Question #3	Interview Question #4	Interview Question #5
		50	5.00	10.00	10.00	6.00	5.00	4.00	4.00	6.00
Hill & Wilkinson General Contr	1	49.00	5.00	10.00	10.00	5.50	5.00	3.75	4.00	5.75
Reeder General Contractors	2	35.98	1.67	6.50	7.56	4.50	4.25	3.50	3.25	4.75
Steele & Freeman, Inc.	3	34.95	2.50	4.33	9.87	4.25	4.00	3.25	3.00	3.75
Rogers-OBrien Construction Com	4	31.78	2.50	5.27	6.76	3.75	4.00	3.00	2.75	3.75

in MS & 6th Grade Center - Cumulative

**CONSENT AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE THE CLOSEOUT OF THE CONTRACT WITH SDB CONTRACTING SERVICES, AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 24, 2023, The Board of Education approved the authorization to negotiate and enter into a contract with SDB Contracting Services, for the betterment renovations of the cafeteria at Diamond Hill-Jarvis High School in an amount not to exceed \$1,100,000.00.

Original Contract with Guaranteed Maximum Price:	\$1,084,872.00	Original Substantial Completion Date:	July 13, 2023
Final Deductive Change Order No. 1:	(\$60,680.44)	Increase of 196 Days	
Final Contract Amount:	\$1,024,191.56	Final Substantial Completion Date:	February 12, 2024
Previously Paid:	(\$972,981.98)		
Final Payment Due:	\$51,209.58		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Closeout of the Contract with SDB Contracting Services, and Authorize Final Payment in conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Closeout of the Contract with SDB Contracting Services, and Authorize Final Payment in conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Diamond Hill-Jarvis HS
1411 Maydell Street
Fort Worth, Texas 76106

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 21, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: May 1, 2024

OWNER: *(Name and address)*
Fort Worth ISD
7060 Camp Bowie Boulevard
Fort Worth, Texas 76116

ARCHITECT: *(Name and address)*
WRA Architects, Inc.
12377 Merit Drive, Ste. 1800
Dallas, Texas 75251

CONTRACTOR: *(Name and address)*
SDB Contracting Services
1001 S. Edward Drive
Tempe, AZ 85281

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This is the final change order for the project, returning savings to the owner.

The original Contract Sum was	\$	1,084,872.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,084,872.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	60,680.44
The new Contract Sum including this Change Order will be	\$	1,024,191.56

The Contract Time will be increased by One hundred and ninety-six (196) days.
The new date of Substantial Completion will be February 12, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WRA Architects, Inc.
ARCHITECT *(Firm name)*

SIGNATURE
ROSEBERTO RAMIREZ PARQUER
PRINTED NAME AND TITLE
MAY 2, 2024
DATE

SDB Contracting Services
CONTRACTOR *(Firm name)*
Edward W. Riccio
Digitally signed by Edward W. Riccio
DN: C=US, E=contracts@sdb.com, O=SDB, Inc., CN=Edward W. Riccio
Date: 2024.05.03 09:12:14 -0700
SIGNATURE
Edward W. Riccio, CFO
PRINTED NAME AND TITLE
5/3/2024
DATE

Fort Worth ISD
OWNER *(Firm name)*
SIGNATURE
Dr. Angelica Ramsey, Superintendent
PRINTED NAME AND TITLE
DATE

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE RESOLUTION BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TASB ENERGY COOPERATIVE

BACKGROUND:

The Interlocal Cooperation Act, Texas Government Code, Section 791, grants authority for school districts to enter into agreements with purchasing cooperative programs. The primary objective of participating in a purchasing cooperative program is the advantage of cost and time savings to the District. Currently the District participates in several purchasing cooperatives, including TASB Risk Management Cooperative, BuyBoard, The Interlocal Purchasing System, OMNIA Partners, and several others. The following purchasing cooperative is presented for participation approval:

TASB Energy Cooperative

The TASB Energy Cooperative Board is member governed, made up of trustees from across the state of Texas. Membership to the TASB Energy Cooperative is free.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve a Resolution Between Fort Worth Independent School District and TASB Energy Cooperative.
2. Decline to Approve Resolution Between Fort Worth Independent School District and TASB Energy Cooperative.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution Between Fort Worth Independent School District and TASB Energy Cooperative

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

TASB Energy Cooperative

PURCHASING MECHANISM:

Interlocal Agreement

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Districtwide

RATIONALE:

The TASB Energy Cooperative was created to assist government agencies with the procurement of electricity, transportation fuels, and other types of energy products, commodities, and services. Vendors awarded through the cooperative are chosen through a publicly advertised, competitive solicitation process.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Division of Business and Finance

TASB ENERGY COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

"Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

"Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

“*Energy Services Vendor*” means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term includes a retail electric provider (“REP”), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

“*Letter of Commitment*” means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. Adopt Charter Interlocal Cooperation Agreement. The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.

3. Term.

- (a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
- (b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member’s initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

4. Services. The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member’s participation in such programs. As a general matter, with respect to the establishment and administration of such programs:

- (a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it

may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.

- (b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. Obligations of Energy Cooperative Member. The Energy Cooperative Member agrees to perform the following obligations:

- (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.
- (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. Termination.

- (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.
- (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.
- (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In

addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively “Aggregation Fees”) from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.
8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees (“Board”), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.
9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.
3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.

4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.
5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.
6. **Fiscal Responsibility.**
 - (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.
 - (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.
7. **Defense and Prosecution of Claims.** The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.
8. **Governance.** The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:
- (a) It is a political subdivision of the state of Texas and it meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - (b) The functions and services to be performed under this Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - (c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.
 - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - (e) All requirements – local or state – for a third party to approve, record or authorize this Agreement have been met.
11. **Disclaimer.** THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

- 12. Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:
- (a) Neither party waives any immunity from liability afforded under law.
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member's purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
- 13. Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 14. Entirety and Effect on Prior Agreements.** Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.
- 15. Notice.** Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.
- 16. Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 17. Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this

Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18. Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

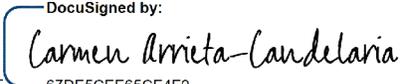
TASB ENERGY COOPERATIVE

By: _____
Dan Troxell, Ph.D., Secretary

Date: _____

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

FORT WORTH INDEPENDENT SCHOOL DISTRICT
(Name of Local Government)

By:  _____
Signature of authorized representative

Date: 6/6/2024

Carmen Arrieta-Candelaria, Chief Financial Officer

General Contact for the Energy
Cooperative Member: Kellie Spencer, Deputy Superintendent
7060 Camp Bowie Blvd
Fort Worth, Texas 76116
817.814.2000 Telephone
kellie.spencer@fwisd.org

BOARD RESOLUTION

of

FORT WORTH INDEPENDENT SCHOOL DISTRICT

(Name of Local Government)

TASB Energy Cooperative

WHEREAS, the above-named entity, (hereinafter “Energy Cooperative Member”) desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (“Act”), and has elected to be an Energy Cooperative Member in the TASB Energy Cooperative (hereinafter “Energy Cooperative”), a local government purchasing energy cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the Energy Cooperative Member is of the opinion that participation in the Energy Cooperative’s purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Energy Cooperative Member has reviewed the Interlocal Participation Agreement (“Agreement”) and seeks to adopt such Agreement in order to become a member of, and participate in, the Energy Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the TASB Energy Cooperative; and

2. The Board of Trustees authorizes its Board President, Superintendent or the Superintendent’s designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Charter Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

*TASB Energy Cooperative Electricity Purchasing Program
Required Disclosure Statement*

The TASB Energy Cooperative (“Cooperative”) electricity purchasing program is available to local governmental entities located in areas of Texas with retail electric competition who have executed an Interlocal Participation Agreement with the Cooperative (“Cooperative Members”). The Cooperative is administered by the Texas Association of School Boards, Inc. The regulations of the Public Utility Commission of Texas require that TASB disclose the following information to Cooperative Members that seek to purchase electricity through the Cooperative’s purchasing program:

1. Texas Association of School Boards, Inc. (“TASB”) is registered with the Public Utility Commission of Texas as an electricity aggregator (Registration No. EL020123) and as an electricity broker (Registration No. BR190573). TASB’s mailing address is 12007 Research Blvd., Austin, Texas 78759.
2. TASB is not affiliated with any electric utility or any retail electric provider (“REP”).
3. TASB serves as the administrator for the Cooperative. In that role, TASB assists the Cooperative in the selection of a REP for the Cooperative’s electricity purchasing program. The Cooperative and TASB are not responsible for addressing customer service issues relating to the electric service a Cooperative Member receives from the selected REP. The Cooperative receives an administrative fee from the selected REP, a portion of which is paid to TASB to compensate TASB for the administrative services it provides to the Cooperative.
4. The Cooperative electricity purchasing program is a voluntary program and a Cooperative Member is given the opportunity, but is not required, to purchase electricity from the selected REP. No specific action is required for a Cooperative Member to end its participation in the Cooperative electricity purchasing program; provided, however that a Cooperative Member who has executed a retail electricity service agreement with the selected REP has a contractual obligation under that agreement to purchase electricity from that REP until the end of the specified contract term.
5. Any questions related to the Cooperative’s electricity purchasing program or TASB’s administration of the program may be addressed to Mark Wey, Division Director, TASB Business Services Sales and Marketing, at 800-580-8272 or mark.vey@tasb.org. Inquiries or complaints related to the brokerage services provided by TASB may be addressed to the Public Utility Commission of Texas, Customer Protection Division at 888-782-8477 or at customer@puc.texas.gov.

**TASB ENERGY COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT –
Addendum**

The Interlocal Participation Agreement (“Agreement”) between TASB Energy Cooperative (“Energy Cooperative”) and Fort Worth Independent School District is subject to the further terms and conditions of this Addendum. In the event of conflict between the provisions of this Addendum and the provisions of the underlying Agreement, this Addendum shall control to the extent necessary to resolve the conflict.

1. Article III, Section 12 (Limitation of Liability), subsection (d) of the Agreement is amended by adding “To the extent permitted under Texas law,” at the start of this subsection.
2. This Addendum shall be effective as of the Effective Date of the Agreement.

Wherefore, the parties affix their signatures in agreement to this Addendum to the TASB Energy Cooperative Interlocal Participation Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

DocuSigned by:
By: Carmen Arrieta-Candelaria Date: 6/6/2024
67DE5CEE65CE4F9...
Carmen Arrieta-Candelaria, Chief Financial Officer

TASB ENERGY COOPERATIVE

By: _____ Date: _____
Dan Troxell, Ph.D., Secretary

**ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024**

TOPIC: APPROVE THE PURCHASE OF PROPERTY, BOILER AND MACHINERY, TERRORISM (INCLUDING ACTIVE SHOOTER) FLOOD, CYBER, CYBER CRIME, FLEET, GENERAL LIABILITY, AND UIL INSURANCE WITH GIRLS FLAG FOOTBALL POLICY; APPROVE SET ASIDE RESERVES TO PAY DEDUCTIBLES

BACKGROUND:

Higginbotham, the District’s broker of record has secured insurance thru Inter-local Agreement, to protect District assets for the 12 - month period July 1, 2024 to June 30, 2025 with Texas Political Subdivisions for Fleet, and General liability insurance.

Additionally:

- Flood insurance is purchased from National Flood Insurance Program; policy period of January 1, 2025 thru January 1, 2026.
- Cyber and Cyber Crime coverage; policy period March 1, 2025 thru March 1, 2026 is purchased using a bid process per contract with Higginbotham.
- Property coverage is purchased using a bid process per contract with Higginbotham; policy period July 1, 2024 thru July 1, 2025.
- The Brokerage Store, Inc. provides UIL Student/Athletic Accident Insurance purchased through a bid process; policy period July 1, 2024 thru July 1, 2025 as well as a special event policy for Girls Flag Football; policy period February 2, 2025 thru May 28, 2026.

Listed by category are the recommended carriers and providers:

Coverage Type	Company / Provider	Coverage / Deductible	Values	Premium Cost Not to Exceed	Purchasing Mechanism
Property, Contents, Contractor Equipment, Boiler and Machinery, Includes Terrorism/Active Shooter	This will be layered with multiple carriers for coverage. Higginbotham will be the contact agent that coordinates the layers of coverage	\$500,000 deductible per occurrence 5% of structure per occurrence for hail and wind with a \$500,000 minimum for any one occurrence.	Approximate values of \$2,670,018,441 Future value will be added upon completion of CIP projects	\$6,788,173	Bid Summary / Evaluation (Higginbotham)

Flood Insurance	National Flood Insurance Program/Philadelphia Indemnity Insurance Company	\$2,000 deductible for property, \$2,000 for contents, per location	Covers one property in flood plain; \$1,000,000 property, \$700,000 contents	\$ 12,000	Bid Summary / Evaluation (Higginbotham)
Fleet Insurance	Texas Political Subdivisions	\$1,000,000 combined single limits for liability and physical damage and collision coverage Combined property damage and bodily injury deductible is \$50,000 per incident	Covers buses and all District owned vehicles	\$252,398 Liability \$154,824 Physical Damage/ Collision (Total: \$407,222)	Inter-local Agreement
General Liability Insurance	Texas Political Subdivisions	\$3,000,000 combined single limits with a per claim deductible of \$50,000		\$28,841	Inter-local Agreement
Insurance for Special Events or Special Applications and Cyber Liability, Cyber Crime	Texas Political Subdivisions and Higginbotham	Special Applications: e.g. Certification of Insurance for Fire Marshal, Certification of Insurance for General Maintenance Foreman, Certification of Insurance for Licensed Electrician		\$295,000	Inter-local Agreement and Broker/Agent Bid Summary / Evaluation (Higginbotham)

		Special Events: Budget set aside to issue Certification of Insurance if the District rents a facility. Includes additional cyber liability coverage, as well as CDL training and testing bonds. Cyber coverage for data breach and social engineering			
UIL Insurance and Girls Flag Football	The Brokerage Store Inc.	Group UIL-Texas Value: \$690,000 Catastrophic: \$33,828 Girls Flag Football: \$5,000	Student Athlete Coverage	\$728,828	Bid Summary/ Evaluation (Brokerage Store, Inc.)
Total Premiums				\$8,260,064	
Fleet Liability Reserve (Estimated Deductible) used to pay Fleet Carrier, TPS for claims			Estimate based on last five years of claims	\$500,000	Estimate based on prior claims
Total Reserves				\$500,000	
Grand Total				\$8,760,064	

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Property, Boiler and Machinery Terrorism (including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and UIL Insurance with Girls Football Policy; Approve Set Aside Reserves to Pay Deductibles
2. Decline to Approve the Purchase of Property, Boiler and Machinery Terrorism (including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and UIL Insurance with Girls Football Policy; Approve Set Aside Reserves to Pay Deductibles
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Property, Boiler and Machinery Terrorism (including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and UIL Insurance with Girls Football Policy; Approve Set Aside Reserves to Pay Deductibles

FUNDING SOURCE:

Additional Details

General Fund	199-51-6429-001-999-99-435-000000 - \$6,829,014
	199-34-6425-001-999-99-435-000000 - \$ 252,398
	199-51-6425-001-999-99-435-000000 - \$ 154,824
	199-51-6427-001-999-99-435-000000 - \$ 265,000
	199-51-6428-001-999-99-435-000000 - \$ 30,000
	199-36-6429-001-999-99-435-000000 - \$ 728,828
Internal Service Fund	770-34-6426-ELF-999-99-435-000000 - \$ 250,000
	770-51-6426-ELF-999-99-435-000000 - \$ 250,000

COST:

\$8,760,064

VENDOR(S)/PROVIDER(S):

Higginbotham
Texas Political Subdivisions
The Brokerage Store

PURCHASING MECHANISM:

Competitive Solicitation
Bid-Bid Summary/Evaluation-Property, Flood, Cyber & UIL
Inter-local Agreement – Fleet, & General Liability

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District wide

RATIONALE:

Purchase of Insurance will provide adequate protection for the District in the event of a loss as well as appropriate defense when claims are made.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Division of Business & Finance

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE THE 2024-2025 BUDGET FOR THE LEADERSHIP ACADEMY NETWORK/TEXAS WESLEYAN UNIVERSITY MANAGEMENT TEAM

BACKGROUND:

FWISD and Texas Wesleyan University began an innovative partnership in February 2019 to sustain the rising academic achievements of the five leadership academies. Per the performance contract between FWISD and Texas Wesleyan University/Leadership Academy Network (LAN), the District will receive monthly invoices for the approval budget items needed for the LAN to effectively manage the five campuses within the network

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve the 2024-2025 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team
2. Decline to Approve the 2024-2025 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the 2024-2025 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team

FUNDING SOURCE:

General Fund

Additional Details

199-21-6299-416

COST:

\$1,397,575.00

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Texas Wesleyan University/Leadership Academy Network
The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School
Strategic Initiatives & Partnerships

RATIONALE:

The approval of this Board item will allow the Leadership Academy Network to continue implementing its academic model to sustain the rise in the academic performance. This will also allow our fiscal operations to continue at Texas Wesleyan University. As outlined in the performance contract between Fort Worth ISD and Texas Wesleyan University/Leadership Academy Network (LAN), this budget has also been presented and approved by the Texas Wesleyan /LAN Steering Committee, Texas Wesleyan University Academic Affairs and Student Life Committee, and the Texas Wesleyan University Board of Trustees.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

TEXAS WESLEYAN UNIVERSITY & FORT WORTH ISD | CONTRACT & OPERATIONS COSTS

ITEM	DESCRIPTION	23-24 FY	24-25 DRAFT	24-25 NOTES	
Personnel	Salaries, Fringe, etc. for LAN STAFF	\$835,166.80	\$838,300.00		
TXWES Direct Cost	Office Space & Admin. Support	\$128,512	\$128,512		
TXWES Professional Svcs.	Dean/Gen. Counsel/VP Finance & Admin	\$58,346	\$61,263	5% increase	
Outreach & Engagement	Branding, Marketing, Promotional Materials, & Special Projects	\$35,000	\$45,000		
Contracted Services	LAN Special Projects/Contracted Services	\$25,000	\$60,000	Combined Technical Assistance	
1882 Support	Technical Assistance - Policy, Legal, Governance	\$30,000	\$0		
Prof. Dev. & Travel	Professional Development, Continuing Education, & Travel	\$30,000	\$25,000		
Memberships	District Charter Alliance	\$5,000	\$0		
Supplies & Materials	Professional Resources, Subscriptions, Books, Office Supplies	\$12,500	\$12,500		
Grow Your Own	LAN EdD. & M.Ed. Leadership Development	\$200,000	\$180,000		
Teacher Residency	Teacher Residency Instruction, Program Support, Teacher Resident Director/Consultant	\$52,000	\$47,000		
TXWES TOTAL (reimbursed by FWISD via monthly invoice)		470	\$1,411,524.80	\$1,397,575.00	-1.00%

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AUTHORIZATION FOR FORT WORTH AFTER SCHOOL (FWAS) TO ENTER REQUISITIONS FOR PROVISION OF FULL-SERVICE PROVIDERS FOR THE 2024 - 2025 SCHOOL YEAR

BACKGROUND:

Fort Worth ISD has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. FWAS is a collaborative effort of FWISD and the City of Fort Worth which derives program funds from the Crime Control Prevention District (CCPD). Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). Submitted annually for Board approval, the authorization request allows FWISD to enter requisitions and generate purchase orders for various CBOs for the school year utilizing local funds and additional local funds sourced from the Leadership Academy Network (LAN) for five campuses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Full-Service Providers for the 2024-2025 School Year
2. Decline to Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Full-Service Providers for the 2024-2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Full-Service Providers for the 2024-2025 School Year

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-61-6299-395.....\$1,031,983
General Fund (LAN)	199-61-6299-416.....\$160,000

COST:

Not-to-Exceed: 1,191,983

VENDOR(S)/PROVIDER(S):

- Camp Fire
- City of Fort Worth
- YMCA
- Clayton

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-082- B

Number of Bid/Proposals received:

HUB Firms:

Compliant Bids:

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Camp Fire (2): \$88,428

Diamond Hill ES

Sam Rosen ES

City of Fort Worth(5): \$206,856

The Leadership Academy @ Como

De Zavala ES

Greenbriar ES

D. McRae ES

Seminary Hills Park ES

Clayton Youth Services (5): \$221,070

YMLA

Glen Park ES

Meadowbrook ES

Oaklawn ES

Sagamore Hill ES

YMCA(13): \$675,629

The Leadership Academy @ Forest Oak

Carroll Peak ES

Manuel Jara ES

Rufino Mendoza ES

S.S. Dillow ES

The Leadership Academy @ Maude Logan ES

Eastern Hills ES

The Leadership Academy @ John T. White
M.H. Moore ES
Charles Nash ES
Luella Merrett ES
Washington Heights ES
Lowery Road ES

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. These providers will provide valuable intermittent services for select campuses.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACTS FOR PROFESSIONAL CONSULTING SERVICES TO SUPPORT INSTRUCTIONAL EXCELLENCE AND LEADERSHIP

BACKGROUND:

The Fort Worth Independent School District determined through extensive campus-trend analysis that campuses across the District needed a unified process to utilize data to inform teaching practices, and to change the focus from "what was taught" in our classrooms to "what is learned" by our students. Throughout the 2023-2024 school year campuses were trained in, and began implementation of, effective and research-based, leadership levers to improve the quality of Tier One Instruction and to integrate data-driven campus cultures to achieve academic excellence. The Leadership Levers are research-based, yield proven results, and are adopted by the Texas Education Agency (TEA). The model for these Levers includes four (4) principles, as follows:

- I. Assessment - Create rigorous interim assessments that provide meaningful data.
2. Analysis - Examine the results of assessments to identify the causes of both strengths and shortcomings.
3. Action - Teach effectively what students most need to learn based on assessment results.
4. Culture- Create an environment in which data-driven instruction can survive and thrive.

While campuses have been trained, and implementation across the District has begun, there is a need to ensure every member of the Learning and Leading team (e.g., executive directors, directors, content, principal, campus leadership teams, and teachers) is supported in implementing the model to fidelity through aligned executive coaching, observation and feedback, and extensive progress monitoring.

A Request for Proposal (RFP) was issued to solicit responses from qualified providers. Responses were evaluated by a selection committee to determine the best value for the District based on evaluation criteria defined in the RFP. Administration is allowed the authority to negotiate and award contracts based on the upcoming needs of the District for the 24-25 school year. The resulting contracts will be from award until June 30, 2025, with the option to renew for five (5) additional one-year terms.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Award Contracts for Professional Consulting Services to Support Instructional Excellence and Leadership
2. Decline Authorization to Negotiate and Award Contracts for Professional Consulting Services to Support Instructional Excellence and Leadership
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve authorization to negotiate and award contracts for professional consulting services to support instructional excellence and leadership

FUNDING SOURCE: *Additional Details*

Special Revenue	255-23-6299-528
	255-21-6299-528
	255-13-6299-528

COST:

\$1,000,000.00 (Not-to-Exceed)

VENDOR(S)/PROVIDER(S):

Big Rock Educational Services, LLC (BRES)
Relay Graduate School of Education

PURCHASING MECHANISM:

Competitive Solicitation
RFP #24-057

Solicitation Statistics

Bid Number: 24-057
Number of Bid/Proposals received: 14
HUB Firms:4
Compliant Bids: 14

The above solicitation has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendors listed above are selected to provide services as per the specifications of proposal.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Districtwide

RATIONALE:

There are several compelling reasons to approve this request for proposal (RFP), including but not limited to:

- **Enhancement of Instructional Quality:** The primary objective is to improve Tier One instruction across the District which directly impacts student learning outcomes. By focusing on enhancing the feedback skills of our district instructional leaders, we ensure that principals receive high-quality, actionable feedback that drives instructional improvement.
- **Proven Framework:** The implementation of Bambrick-Santoyo's Leadership Levers, particularly Data-Driven Instruction, provides a research-based and data-proven framework for leaders and overall campus development.
- **District-wide Alignment:** Districtwide implementation ensures a consistent and coherent approach to instructional leadership across all schools. A unified strategy facilitates better communication, alignment of goals, and shared best practices, ultimately leading to more effective and sustainable improvements in instruction.

Long-Term Impact: By strengthening the feedback mechanisms, we create a foundation for long-term improvements in teaching practices. Effective leadership and quality feedback are critical components of a thriving educational environment, leading to sustained academic success for our students.

During the 2021-2022-2023 school years, all ten (10) campuses within the Polytechnic Pyramid participated in leadership lever training and implementation. As a result, nine (9) of these participating campuses earned double digit gains.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading- Network 4

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE CONTRACT RENEWAL FOR CONTRACTED STUDENT SUPPORT SERVICES, CASE MANAGEMENT, AND WRAPAROUND SERVICES FOR THE 2024-2025 SCHOOL YEAR

BACKGROUND:

Fort Worth ISD (“FWISD”) is requesting contract renewal for two vendors to continue to provide supplementary Case Management and Wraparound Services to forty- two (42) schools across the District. These vendors were approved by the Board on September 28, 2021 (Request for Proposal #22-013).

All provided services will continue to support increasing student achievement through the following impact measures:

1. Increased school attendance;
2. Decreased behavior and discipline referrals;
3. Improved core course grades; and
4. Improved promotion and completion rates.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2024-2025 School Year.
2. Decline to Approve Contract Renewal for Contracted Student Support Services, Case Management and Wraparound Services for the 2024-2025 School Year.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2024-2025 School Year.

FUNDING SOURCE: **Additional Details**

Special Revenue	211-32-6299-510 \$1,972,000
	289-32-6299-512 \$257,256

COST:

\$2,229,256 (For the 2024-2025 School Year)

VENDOR(S)/PROVIDER(S):

- 1. Communities In Schools \$1,972,000
- 2. Girls Inc \$257,256

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Bid Summary / Evaluation

FWISD Solicitation Number: 22-013

Number of Solicitations received: 6 Compliant

Solicitations: 4

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendors listed above have been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Schools - Communities In Schools	Schools – Girls Inc. of Tarrant County
1. 001, Amon Carter-Riverside HS	1. 048, William James Middle School
2. 002, Arlington Heights HS	2. 052, Meadowbrook Middle School
3. 005, Dunbar HS	3. 105, West Handley Elementary
4. 006, Eastern Hills HS	4. 110, Carroll Peak Elementary
5. 008, Northside HS	5. 123, S.S. Dillow Elementary
6. 009, Polytechnic HS	6. 125, Eastern Hill Elementary
7. 014, Southwest HS	7. 162, Sagamore Hill Elementary
8. 015, Western Hills HS	8. 188, Atwood McDonald Elementary
9. 042, Daggett Middle Schools	
10. 044, J.P. Elder Middle Schools	
11. 049, Kirkpatrick Middle Schools	
12. 053, Monnig Middle Schools	
13. 054, Morningside Middle School	
14. 056, Riverside Middle Schools	
15. 059, Jacquet Middle Schools	
16. 060, Wedgwood Middle School	

17. 061, Leonard Middle School	
18. 070, Jean McClung Middle School	
19. 119, Daggett Elementary School	
20. 120. Rufino Mendoza Elementary	
21. 126, East Handley Elementary	
22. 135, Van Zandt Elementary	
23. 143, D. McRae Elementary	
24. 147, Morningside Elementary	
25. 153, AM Pate Elementary	
26. 156, Mary Louis Phillips Elementary	
27. 157, Luella Merrett Elementary	
28. 160, Maudrie M Walton Elementary	
29. 169, Sunrise McMillan Elementary	
30. 180, Western Hills Elementary	
31. 187, JT Stevens Elementary	
32. 206, Bill J Elliott Elementary	
33. 208, TA Sims Elementary	
34. 209, Edward J Briscoe Elementary	

RATIONALE:

FWISD provides additional support to high need students in forty-two (42) Opportunity Schools by placing case managers on campus. Case managers work closely with students and their families to address a range of challenges that affect academic success, such as attendance, behavior, and academic performance. Data has shown their involvement has led to improved attendance rates, higher grades, increased promotion rates, and decreased behavioral issues. The district's use of case managers demonstrates a commitment to meeting the needs of at-risk students and fostering a positive school environment.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading- Network 4

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE LAWN MOWING SERVICES FOR CAMPUSES AND NON-INSTRUCTIONAL FACILITIES

BACKGROUND:

On April 24, 2024, the District issued Request for Proposal (RFP) #24-073 for Lawn Mowing Services for Campuses and Non-Instructional Facilities. This new proposal is intended to replace RFP 23-005. The scope of services will expand to include landscaping, in addition to continuing to fulfill the lawn mowing needs of all District facilities. The proposed lawn mowing and landscaping services aim to improve the overall aesthetics of the campuses. The services will encompass lawn mowing, edging, and trimming on an as-needed basis for a period of up to 49 weeks per year.

The Fort Worth ISD staff committee evaluated proposals from fifteen vendors and chose four based on meeting the District's needs, supporting businesses equal to the district's size, and offering competitive pricing. The vendors were awarded based on zones.

The RFP is for a period of one (1) year with the option to renew three (3) additional years in one (1) year increments, ending August 31, 2027.

Zone	Pyramid	Number of Campuses	Selected Vendor	Cost Per Zone @49 weeks
Zone 1	Amon Carter Riverside High School	11	Brightview	\$ 147,290.57
Zone 3	South Hills High School	9	Brightview	\$ 107,916.13
Zone 4	Diamond Hill High School	6	Brightview	\$ 83,250.51
Zone 5	Dunbar High School	7	Brightview	\$ 104,019.16
Zone 6	Eastern Hills High School	13	Brightview	\$ 206,600.17
Zone 7	North Side High School	10	Brightview	\$ 143,805.20
Zone 9	Paschal High School	16	Brightview	\$ 231,248.64
Zone 15	Boulevard Heights	1	Landscapes	\$ 11,025.00
Zone 10	Southwest High School	8	Sports Field	\$ 142,097.06
Zone 11	Western Hills High School	6	Sports Field	\$ 115,132.85
Zone 13	Benbrook Middle/High School	3	Sports Field	\$ 82,462.10
Zone 14	District Non-Instructional Facilities	6	Sports Field	\$ 60,228.35
Zone 2	Arlington Heights High School	13	Yellowstone	\$ 122,124.66
Zone 8	Polytechnic High School	11	Yellowstone	\$ 145,248.74
Zone 12	O.D. Wyatt High School	11	Yellowstone	\$ 97,569.29
TOTAL				\$ 1,800,018.43

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Lawn Mowing Services for Campuses and Non-Instructional Facilities
2. Decline to Approve Lawn Mowing Services for Campuses and Non-Instructional Facilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Lawn Mowing Services for Campuses and Non-Instructional Facilities

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-451

COST:

Not to Exceed \$1,800,018.43

VENDOR(S)/PROVIDER(S):

Sports Field Solutions
Yellowstone Landscape – Central
BrightView Landscape Services, Inc.
Landscapes of Fort Worth, LLC.

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics
Bid Number: 24-073
Number of Bid/Proposals received: 15
HUB Firms: 4
Compliant Bids: 15

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.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Schools

District Service Center
Service Center 1 Lubbock Warehouse
Fire Station 10
Ellis Building
Teaching and Learning Center
East Satellite
Boulevard Heights-Sanguinet Park

RATIONALE:

Approving the lawn mowing services for these campuses will support a manicured appearance, while relieving the District of costs for lawn equipment, as well as freeing custodial staff to concentrate on building interiors.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE PURCHASE OF WAREHOUSE SUPPLIES**

BACKGROUND:

In the 2024-2025 fiscal year, Warehouse Services will utilize the listed vendors to procure warehouse supplies. Schools and various departments, including Maintenance and Custodial Services, acquire items from the central warehouse. These purchases not only enable the district to save costs by buying in bulk but also ensure that supplies are readily available for district use. It's important to note that this approval does not pertain to any single significant purchase related to a specific project or initiative. Based on previous annual expenditures, Warehouse Services is requesting a not-to-exceed amount of \$1,923,900.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Warehouse Supplies
2. Decline to Approve Purchase of Warehouse Supplies
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Warehouse Supplies

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-00-1310-000

COST:

\$1,923,900.00

VENDOR(S)/PROVIDER(S):

Brady Industries of Texas, LLC – *RFP #21-068*
CED Miller – *RFP #22-136*
Complete Supply, Inc – *BuyBoard Contract #649-21; Choice Partners Contract #21/019SG-03; RFP #21-068, 22-136*
Dahill Office Technology Corporation DBA Xerox Business Solutions Southwest - *PACE Bid P00230*

Dealers Electrical Supply Company – *BuyBoard Contract #657-21, #690-23, #711-23; RFP #22-136*
Grainger – *Omnia Contract #R192002, #192163; BuyBoard Contract #657-21; RFP #22-136*
Liberty Paper – *BuyBoard Contract #707-23; EPCNT Lewisville ISD F1016-19*
Lindenmeyr Munroe – *EPCNT Lewisville ISD 1016-19; BuyBoard Contract #707-23*
Lowe’s – *Omnia Contract #R192006*
M.A.N.S. Distributors, Inc – *RFP #21-068, 22-136*
Office Depot Business Service Division – *Omnia Contract #R190303, #R191812, #R211302, #R210405, #R230303; RFP #19-03*
Pollock Paper Investments, Inc. – *BuyBoard Contract #649-21, #683-22; RFP #21-068*
Pyramid School Products – *BuyBoard Contract #665-22; Choice Partners Contract #21/033SG-04; RFP #20-040, 21-068*
School Health Corp – *BuyBoard Contract #653-21, #663-22, #704-23; Choice Partners Contract #21/020SG-12; Omnia Contract #R201104; RFP #21-071*
School Specialty – *Omnia Contract #R191815, #R201105, #R230305*
The Home Depot Pro – *BuyBoard Contract #649-21, 657-21; RFP #22-136*

PURCHASING MECHANISM:

Cooperative Agreement

Dahill Office Technology Corporation DBA Xerox Business Solutions Southwest
Dealers Electrical Supply Company
Grainger
Liberty Paper
Lindenmeyr Munroe
Lowe’s
Office Depot
School Specialty
The Home Depot Pro

Competitive Solicitation

Brady Industries of Texas, LLC
CED Miller
Complete Supply, Inc
M.A.N.S. Distributors, Inc
Pollock Paper Investments, Inc.
Pyramid School Products
School Health Corp
The Home Depot Pro

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

RATIONALE:

Approval of the not-to-exceed amount for warehouse supplies ensures that warehouse services respond quickly to the district's supply needs during the 2024-2025 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE PURCHASE OF OPERATIONS PARTS, SUPPLIES, EQUIPMENT, AND CONTRACTED SERVICES

BACKGROUND:

In the 2024-2025 fiscal year, the maintenance department will use the listed vendors to purchase parts, supplies, equipment, and contracted services. The procurement will support the parts, supplies, and equipment required for the maintenance of District facilities. The contracted services will include, but are not limited to, the installation of equipment for plumbing, flooring, HVAC, elevators, energy management controls, environmental services, landscaping, painting, playgrounds, and roofing. Maintenance is requesting a not-to-exceed amount of \$3,755,693.00 based on the 2024-2025 budgeted amounts. Tax Ratification Election (TRE) funds will be used only for campus and student-support building repairs and renovations.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Operations Parts, Supplies, Equipment, and Contracted Services
2. Decline to Approve Purchase of Operations Parts, Supplies, Equipment, and Contracted Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Operations Parts, Supplies, Equipment, and Contracted Services

FUNDING SOURCE: *Additional Details*

General Fund	Department Budget as Determined
TRE	

COST:

\$3,255,693 (*General Funds*)
\$500,000 (*TRE Funds*)
\$3,755,693 (*Grand Total*)

VENDOR(S)/PROVIDER(S):

1-A Services - RFP 22-136 (MRO)
AC Supply - RFP 22-136 (MRO)
Allied Fence of Fort Worth - RFP 22-136 (MRO)
American Elevator – RFP 23-072
AMS of Texas - RFP 22-136 (MRO); TIPS 23010401
Atlas International Laundry Equipment - RFP 22-136 (MRO), RFP 21-085; BuyBoard 682-22
Binswanger Glass - RFP 22-136 (MRO); TIPS 220604, TIPS 23010401, TIPS 23010402 (JOC)
Blackmon Mooring - RFP 22-136 (MRO); TIPS 22050101; Choice Partners 24/002TC-01 (JOC)
Bluum - BuyBoard 739-24, BuyBoard 661-22; Omnia 01-150; TIPS 230301, TIPS 230504, TIPS 230701, TIPS 230804, TIPS 230901
Burlson Outdoor Power Equipment - RFP 22-136 (MRO)
Buzz Custom Fence - RFP 22-136 (MRO)
C & P Pump Services, Inc - RFP 22-136 (MRO)
Carrier Commercial Service - TIPS 211001 (JOC), TIPS 22010601, TIPS 22010602 (JOC)
Carrier Corporation - BuyBoard 720-23; Omnia 02-123; Sourcewell 070121-CAR
Carrier Enterprise - BuyBoard 657-21, BuyBoard 720-23
Castro Roofing - TIPS 21060301, TIPS 21060302 (JOC), TIPS 22050101, TIPS 22050102 (JOC), TIPS 23010401, TIPS 23010402 (JOC)
Caststone Solutions - RFP 22-136 (MRO), RFP 22-062
CED Miller - RFP 22-136 (MRO)
CI Pavement - RFP 22-136 (MRO); TIPS 23010401, TIPS 23010402 (JOC), TIPS 23060201, TIPS 23060202 (JOC)
Climatec - RFP 22-136 (MRO), RFP 21-044; BuyBoard 733-24; Omnia 02-86; TIPS 220104, TIPS 22010601, TIPS 22010602 (JOC), TIPS 23010402 (JOC)
Complete Supply - RFP 22-136 (MRO), RFP 21-068; BuyBoard 649-21; Choice Partners 21/019SG-03
Dealers Electrical Supply Co. - RFP 22-136 (MRO); BuyBoard 657-21, BuyBoard 690-23, BuyBoard 711-23
Dent Enterprises LLC - RFP 22-136 (MRO)
DK Haney Roofing - TIPS 21060301, TIPS 21060302 (JOC)
Enviromatic Systems of Ft Worth - BuyBoard 720-23
Equipment Depot - RFP 22-136 (MRO); Sourcewell RFP #091520
Exserv - RFP 22-136 (MRO)
Facility Response Group - RFP 22-136 (MRO)
Fissco Supply - BuyBoard 657-21, BuyBoard 720-23
Genesis Elevator – RFP 23-072
Gomez Floor Covering - RFP 22-136 (MRO); BuyBoard 660-21 (JOC), BuyBoard 733-24, BuyBoard 736-24, BuyBoard 737-24, BuyBoard 728-24 (JOC); Sourcewell TX-NT-P-101619-GFC; TIPS 23010401, TIPS 23010402 (JOC), TIPS 231101011, TIPS 23110102 (JOC)
Goodson Golf & Utility Cars - RFP 22-136 (MRO)
Grainger - RFP 22-136 (MRO); BuyBoard 657-21; Omnia 192163, Omnia R192002; Sourcewell 091422-WWG, Sourcewell 101320-WWG
Harper Supply LLC - RFP 22-136 (MRO)

Holt Texas LTD - RFP 22-136 (MRO); BuyBoard 685-22; Sourcewell #011723-CAT, Sourcewell #020223-CAT, Sourcewell #060122-CAT, Sourcewell #062320-CAT, Sourcewell #092222-CAT
Home Depot Pro - RFP 22-136 (MRO); BuyBoard 649-21, BuyBoard 657-21
HVAC RNTL - TIPS 240102
Icon Diversified - RFP 22-136 (MRO); CISD RFP-002-2020; Region 15 Contract #2020-05-020 (JOC)
IDN Acme Inc - RFP 22-136 (MRO); BuyBoard 657-21
Infinity Sound - BuyBoard 655-21, BuyBoard 663-22
Intercon Environmental - Choice Partners 23/016MR-22 (JOC); TIPS 211001 (JOC), TIPS 22100201, TIPS 22100202 (JOC), TIPS 23010401, TIPS 23010402 (JOC)
Interfaceflor (Interface Americas) - Omnia 2020002145; Sourcewell 061323-IFA, Sourcewell 080819-IFA
JBC Commercial Plumbing - RFP 22-136 (MRO)
K&M Elevator – RFP 23-072
Lift Aids - RFP 22-136 (MRO)
Logical Solutions - RFP 22-136 (MRO); TIPS 23010401, TIPS 23010402 (JOC)
Lowe's - Omnia R192006
MANS Distributors - RFP 22-136 (MRO), RFP 21-068
Marks Plumbing Parts - RFP 22-136 (MRO)
Marsh Cable & Connectors, Inc. - RFP 22-136 (MRO)
McMillan James Equipment Company - RFP 22-136 (MRO); BuyBoard 657-21, BuyBoard 720-23; TIPS 22010601, TIPS 23010401, TIPS 23010402 (JOC)
Michaels Keys - RFP 22-136 (MRO); BuyBoard 657-21
Mid-Continental Restoration - Choice Partners 22/022MJ-06, Choice Partners 23/016MR-26; TIPS 23010402
Mooring USA - BuyBoard 675-22; TIPS 22050101, TIPS 22050102 (JOC), TIPS 23010402 (JOC), TIPS 24010401, TIPS 24010402 (JOC)
NCA Electric - RFP 22-136 (MRO)
NEMA 3 Electric - RFP 22-136 (MRO); BuyBoard 706-23, BuyBoard 733-24
North Texas Trailers - RFP 22-136 (MRO); BuyBoard 687-22; TIPS 221001, TIPS 230802, TIPS 230803
Norton Metals dba JMS Russell Metals - RFP 22-136 (MRO)
Office Depot - Omnia R190303, Omnia R191812, Omnia R210405, Omnia R211302, Omnia R230303
Pierce Pump - RFP 22-136 (MRO); BuyBoard 672-22
Pinnacle Medical Management Company - RFP 21-030
Playground Solutions - RFP 22-136 (MRO); BuyBoard 665-22, BuyBoard 679-22
Pollock Paper Investments – RFP 21-068; BuyBoard 649-21; BuyBoard 683-22
Ponder Company - BuyBoard 736-24, BuyBoard 737-24; TIPS 21090501, TIPS 23010401, TIPS 23020101
PPG Industries dba PPG Paints - RFP 22-136 (MRO); BuyBoard 657-21; TIPS 210304, TIPS 230503
Preferred Mechanical Group - RFP 22-136 (MRO); TIPS 22010601, TIPS 22010602 (JOC), TIPS 23010401, TIPS 23010402 (JOC)
Prestige Elevator – RFP 23-072
Professional Polish Equipment - RFP 22-136 (MRO); BuyBoard 649-21

Pyramid School Product - RFP 20-040, RFP 21-068; BuyBoard 665-22
QHF Sports - RFP 22-136 (MRO); BuyBoard 737-24
Rexel USA - RFP 22-136 (MRO); BuyBoard 690-23; TIPS 210304, TIPS 21060101
Richards Supply Company - RFP 22-136 (MRO)
Roto Rooter - RFP 22-136 (MRO); EPCNT (GRAPEVINE COLLEYVILLE RFP 20-01-4)
School Health Corp – RFP 21-071; BuyBoard 653-21, BuyBoard 663-22, BuyBoard 704-23;
Choice Partners 21/020SG-12; Omnia R201104
School Specialty - Omnia R191815, Omnia R201105, Omnia R230305
SDB Contracting Services - RFP 22-136 (MRO); Choice Partners 21/039MR-12, Choice Partners
24/018MR-18; Sourcewell TX-NT-GC-101619-SDB, Sourcewell TX-PH-GC-101619-SDB; TIPS
211001
SiteOne Landscape Supply - RFP 22-136 (MRO); BuyBoard 705-23
Smith Pump Company, Inc - RFP 22-136 (MRO); BuyBoard 672-22
Southwest Texas Equipment Distributors - BuyBoard 683-22
Sports Field Solutions - RFP 22-136 (MRO); BuyBoard 705-23
Stripe Right - BuyBoard 700-23; TIPS 220605, TIPS 23060201
Summit Electric Supply - RFP 22-136 (MRO)
Summit Fire & Security - RFP 22-136 (MRO); BuyBoard 654-21
Sunbelt Industrial Services - RFP 22-136 (MRO)
SW Elevators – RFP 23-072
Taylor's Rental - RFP 22-136 (MRO)
Teague Lumber Company - RFP 22-136 (MRO)
Temperature Control Systems - RFP 22-136 (MRO); TIPS 22010601
Texas Air Systems - RFP 22-136 (MRO); BuyBoard 657-21, BuyBoard 720-23; TIPS 22010601,
TIPS 22010602 (JOC), TIPS 23010401, TIPS 23010402 (JOC)
Texas Fire & Sound - RFP 22-136 (MRO); BuyBoard 654-21
Texas Scenic Company - TIPS 230901
The Paysage Group dba Smith Lawn - RFP 22-136 (MRO), RFP 21-050
TJ's Professional Painting - RFP 22-136 (MRO); BuyBoard 733-24
Trane USA Inc - RFP 22-136 (MRO); BuyBoard 720-23; TIPS 220104, TIPS 22010601, TIPS
22010602 (JOC), TIPS 24010401, TIPS 24010402 (JOC)
Tri-Lam Roofing - RFP 22-136 (MRO); TIPS 21060301, TIPS 21060302 (JOC)
Turf & Soil Management - RFP 22-136 (MRO); TIPS 24010401
United Refrigeration - RFP 22-136 (MRO)
Western States Fire Protection Co - RFP 22-136 (MRO)
Whirlix Design - RFP 22-136 (MRO); BuyBoard 665-22, BuyBoard 679-22
Williams Scotsman/ Mobile Mini - RFP 22-136 (MRO); Omnia R210503
Winston Water Cooler - RFP 22-136 (MRO); BuyBoard 657-21
Woodard Builders Supply Company - RFP 22-136 (MRO)

PURCHASING MECHANISM:

Cooperative Agreement

AMS of Texas
Atlas International Laundry Equipment

Binswanger Glass
Blackmon Mooring
Bluum
Carrier Commercial Service
Carrier Corporation
Carrier Enterprise
Castro Roofing
CI Pavement
Climatec
Complete Supply
Dealers Electrical Supply Co.
DK Haney Roofing
Enviromatic Systems of Ft Worth
Equipment Depot
Fissco Supply
Gomez Floor Covering
Grainger
Holt Texas LTD
Home Depot Pro
HVAC RNTL
Icon Diversified
IDN Acme Inc
Infinity Sound
Intercon Environmental
Interfaceflor (Interface Americas)
Logical Solutions
Lowe's
McMillan James Equipment Company
Michaels Keys
Mid-Continental Restoration
Mooring USA
NEMA 3 Electric
North Texas Trailers
Office Depot
Pierce Pump
Playground Solutions
Pollock Paper Investments
Ponder Company
PPG Industries dba PPG Paints
Preferred Mechanical Group
Professional Polish Equipment
Pyramid School Product
QHF Sports
Rexel USA
Roto Rooter
School Health Corp

School Specialty
SDB Contracting Services
SiteOne Landscape Supply
Smith Pump Company, Inc
Southwest Texas Equipment Distributors
Sports Field Solutions
Stripe Right
Summit Fire & Security
Temperature Control Systems
Texas Air Systems
Texas Fire & Sound
Texas Scenic Company
TJ's Professional Painting
Trane USA Inc
Tri-Lam Roofing
Turf & Soil Management
Whirlix Design
Williams Scotsman/ Mobile Mini
Winston Water Cooler

Competitive Solicitation

1-A Services
AC Supply
Allied Fence of Fort Worth
American Elevator
AMS of Texas
Atlas International Laundry Equipment
Binswanger Glass
Blackmon Mooring
Burleson Outdoor Power Equipment
Buzz Custom Fence
C & P Pump Services, Inc
Caststone Solutions
CED Miller
CI Pavement
Climatec
Complete Supply
Dealers Electrical Supply Co.
Dent Enterprises LLC
Equipment Depot
Exserv
Facility Response Group
Genesis Elevator
Gomez Floor Covering
Goodson Golf & Utility Cars

Grainger
Harper Supply LLC
Holt Texas LTD
Home Depot Pro
Icon Diversified
IDN Acme Inc
JBC Commercial Plumbing
K&M Elevator
Lift Aids
Logical Solutions
MANS Distributors
Marks Plumbing Parts
Marsh Cable & Connectors, Inc.
McMillan James Equipment Company
Michaels Keys
NCA Electric
NEMA 3 Electric
North Texas Trailers
Norton Metals dba JMS Russell Metals
Pierce Pump
Pinnacle Medical Management Company
Playground Solutions
Pollock Paper Investments
PPG Industries dba PPG Paints
Preferred Mechanical Group
Prestige Elevator
Professional Polish Equipment
Pyramid School Product
QHF Sports
Rexel USA
Richards Supply Company
Roto Rooter
School Health Corp
SDB Contracting Services
SiteOne Landscape Supply
Smith Pump Company, Inc
Sports Field Solutions
Summit Electric Supply
Summit Fire & Security
Sunbelt Industrial Services
SW Elevators
Taylor's Rental
Teague Lumber Company
Temperature Control Systems
Texas Air Systems
Texas Fire & Sound

The Paysage Group dba Smith Lawn
TJ's Professional Painting
Trane USA Inc
Tri-Lam Roofing
Turf & Soil Management
United Refrigeration
Western States Fire Protection Co
Whirlix Design
Williams Scotsman/ Mobile Mini
Winston Water Cooler
Woodard Builders Supply Company

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide
Operations

RATIONALE:

Approval of the not-to-exceed amount for operations supplies and contracted services will ensure that the maintenance department promptly makes necessary repairs to keep the District facilities operable and keep the students, staff, and community safe during the 2024-2025 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE LED LIGHTING CONVERSION FOR HIGH SCHOOLS**

BACKGROUND:

The District Operations division is proposing to upgrade existing non-LED lighting fixtures to LED in 14 high schools and 3 auxiliary buildings. The project scope encompasses both exterior and interior lighting, including gyms and auditoriums. This project will result in all high schools being fully equipped with LED lighting systems. The primary benefits of this initiative are reducing energy consumption, aligning with past bond work, and reducing carbon footprint. This project is expected to bring significant improvements in energy efficiency, cost savings, and environmental sustainability.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve LED Lighting Conversion for High Schools
2. Decline to Approve LED Lighting Conversion for High Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve LED Lighting Conversion for High Schools

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
CIP 2017	671-81-6629-000

COST:

\$2,587,902.94

VENDOR(S)/PROVIDER(S):

Aquila Environmental, LLC

PURCHASING MECHANISM:

Cooperative Agreement

TIPS Contract #23010402

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

High Schools
Operations

RATIONALE:

High schools spend an average of \$321,928 per year on lighting energy costs. However, following the implementation of LED retrofitting, the estimated annual energy cost could decrease to \$132,467, resulting in a significant savings of \$189,461 for the district. This highlights the potential of LED retrofitting as a viable and cost-effective solution for reducing energy consumption and costs.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



LED Lighting Energy Conservation Proposal For:

Fort Worth ISD

LED Lighting and Controls Upgrade

Net Savings Over System's Life: \$2,340,256.52

Project Cost: \$1,992,580.31

Prepared by: Chandan Prasai 5.28.2024



Fort Worth ISD
 LED Upgrade
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Quote Date: 05/28/2024

Net Cost: \$2,042,120.31

Sales Tax (0.00%):

Total Sales Price: \$2,042,120.31



SCOPE OF WORK--INCLUDES INSTALL

LINE	BUILDING AREA	ESTIMATED COST BY BUILDING *
1	Dunbar	\$ 31,603.77
2	Diamond Hill-Jarvis	\$ 236,730.12
3	OD Wyatt	\$ 44,126.02
4	Eastern Hills	\$ 47,505.04
5	Southwest	\$ 95,407.61
6	Benbrook	\$ 404,289.73
7	Arlington Heights	\$ 145,894.13
8	North Side	\$ 186,243.60
9	Paschal	\$ 36,572.92
10	Trimble Tech	\$ 61,617.41
11	Polytechnic	\$ 76,127.32
12	South Hills	\$ 167,559.61
13	Western Hills	\$ 80,301.40
14	Carter-Riverside	\$ 142,316.35
15	Wilkerson-Greines Activities Center	\$ 113,495.30
16	Fort Worth School Bus Barn	\$ 28,821.05
17	MG Ellis	\$ 143,508.94



Confidentiality Notice

This LED Lighting Energy Conservation Proposal (this “Proposal”) is being provided upon the express understanding that you, the recipient, agree to abide by the terms of this Confidentiality Notice. The information in this Proposal (the “Information”) is highly confidential and proprietary intellectual property of Aquila Environmental, LLC (“Aquila”), and irreparable injury may result to Aquila and its business in the event of the wrongful disclosure of such Information. This Proposal and the Information have been provided to you with the understanding that neither the Proposal nor any of the Information will be distributed, disclosed, or otherwise made available to any other person, business, or entity other than your employees, agents, and affiliates having a need to know the Information for the express purpose of reviewing and analyzing the Proposal and such Information on your behalf. Disclosure of this Proposal or the Information to other unauthorized individuals or organizations constitutes wrongful disclosure of proprietary and confidential information. Neither this Proposal nor the Information may be reproduced, in whole or in part, without Aquila’s express written consent or otherwise used for any purpose other than your review and analysis of the terms set forth herein.



Dear Fort Worth ISD,

Thank you for the opportunity to provide the following analysis of your sites. Along with a host of benefits that will optimize and enhance your building’s overall performance and experience, the decision to upgrade your facility will have a tremendous impact on your bottom line.

Our analysis has determined the sites to be excellent candidates for a complete energy upgrade. The following summary shows you the significant impact the energy upgrade will have to your facility, extrapolating on the details in subsequent sections:

Energy Savings Percentage:	59%
Total Annual Energy Savings:	\$189,461
Est. Annual Maintenance and Labor Savings:	\$56,597
<hr/>	
Decreased Cost to Your Facilities in Year 1: (Above Includes Material Savings)	\$246,058
Cost of Waiting (Daily Cash Leak)	\$674.13

The benefits of a lighting upgrade when partnering with Aquila Environmental:

Significantly reduce energy consumption	Reallocate human capital associated with your typical lighting maintenance to yield higher ROI
Reduce the HVAC cooling load	Create a safer work environment
Eliminate annual lamp replacement costs	Boost both student and employee morale and efficiency
Hedge against future utility rate increases	Achieve continuity in lighting aesthetic and color temperature
Reduce annual lighting maintenance costs	Dramatically reduce your carbon footprint

In addition to the lighting and controls upgrade, as your partner, Aquila Environmental can provide the following services to further improve the return on investment:

Estimated Utility Incentive:	\$49,540
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Our Turnkey Solution:

Aquila Environmental is your one-stop shop, handling all the details of this energy conservation project so you can focus on what is most important--your organization.

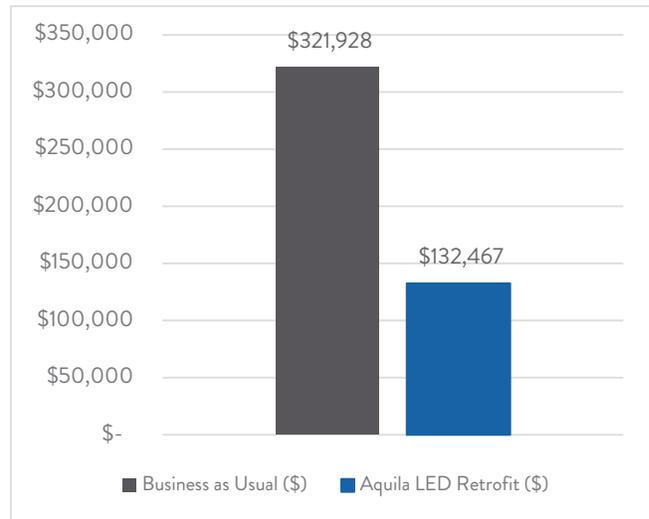
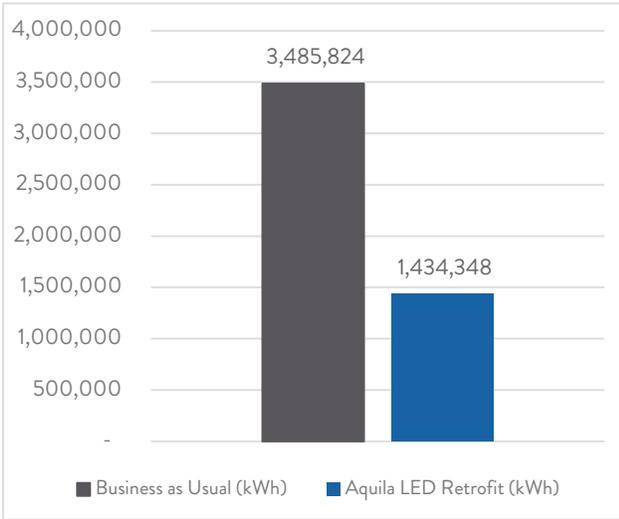
Aquila makes a complicated process simple.

Audit > System Design > Technology Procurement > Rebate processing > Project Finance > Tax Incentive Consulting > Installation > Warranty Management

Respectfully submitted,
Chandan Prasai



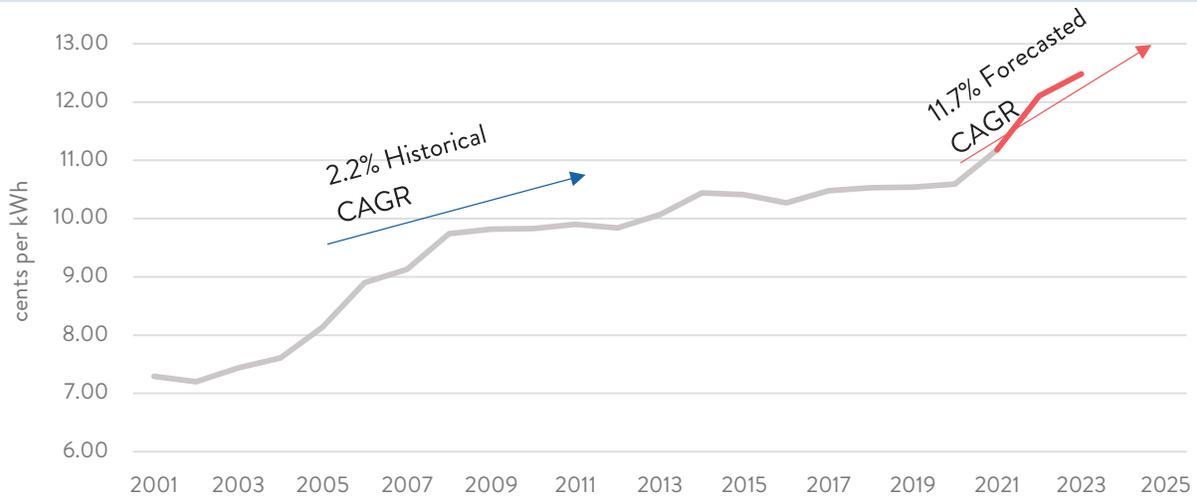
Energy Comparison



2,051,477 kWh
Annual kWh Savings

\$189,461
Annual Electricity Cost Savings

Retail Price of Electricity in the US



Source: U.S. Energy Information Administration



Additional Savings

Utility Incentive (Estimated)

\$49,540

Aquila Environmental leverages its expertise to navigate and execute highly complex utility incentives throughout when economically reasonable to do so. Following the completion of the project, Aquila Environmental will divert 100% of the funds directly to the client.

Equipment Replacement Cost Calculation

\$38,923

Equipment replacement costs are calculated based upon your facilities current equipment (lamps & ballasts) life expectancies and runtimes. Following the Aquila lighting retrofit, your yearly maintenance costs are effectively zero for the useful life of the project.

Annual Labor Savings (Estimated)

\$17,674

The new technology Aquila Environmental is installing has a useful life of 17.6 years and is relatively maintenance free, resulting in zero ongoing maintenance costs and additional time for the facilities team to focus on other priorities. Based upon guidance from the US Department of Labor that estimates the average rate for a building maintenance worker is \$21.62/hr.*

Comparison of Lighting Technology Life Expectancy

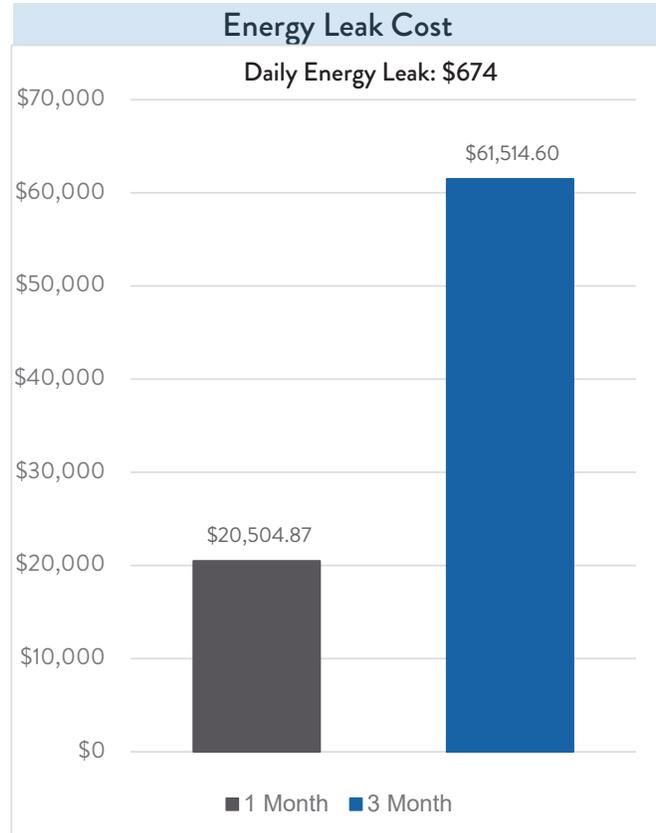
Std. Incandescents	Fluorescents	LED's
		
Typical Life = 0.29 years*	Typical Life = 3.69 years*	Typical Life = 17.28 years*

*Based on an estimate of 2,777 operating hours per year



Executive Summary

Project Highlights	
Contract Subtotal	\$2,042,120
Sales Tax at 0.00%	\$0
Gross Contract Amount	\$2,042,120
Less: Expected Rebate	\$ (49,540)
Net Project Cost:	\$1,992,580.31
Annual kWh Reduction	2,051,477
Your Effective Cost of Energy (\$/kWh)	\$0.092
Total Annual Electricity Savings	\$189,461
Annual Equip. Replacement Savings (incl. Labor)	\$56,597
Total Annual Savings:	\$246,058
First Year ROI	14.5%
Life Expectancy of Equipment ¹	17.61 years
Net Savings Over System's Life	\$2,340,257
Anticipated Project Payout	8.10 years



What if you did nothing?

	Business as Usual	Post Aquila LED Retrofit	Savings	% Savings
Average Annual Lighting Energy Cost	\$ 321,928	\$ 132,467	\$ 189,461	58.9%
Average Annual Equipment Replacement Cost	\$ 56,597	\$ -	\$ 56,597	100.0%
Total Average Annual Cost of Lighting	\$ 378,525	\$ 132,467	\$ 246,058	65.0%

Total 10-Year Cost of Waiting	\$ 2,460,584	65.0%
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¹Estimation based on facilities' average lighting run time and average useful life of specified technology



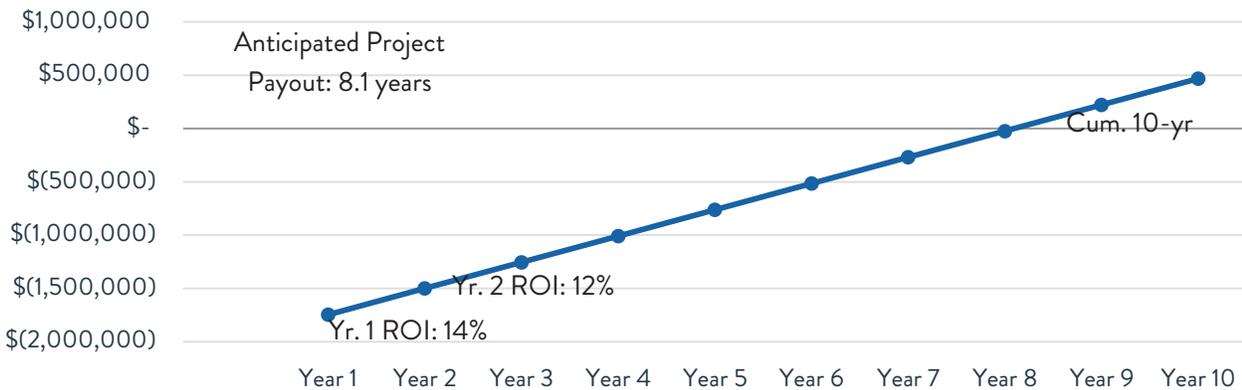
Cash Flow Summary

\$468,004

10-Year Cumulative Cash Flow

	Year 1	Year 2	Year 3	Year 4	Year 5	
Estimated Diverted						
Rebate	49,540	-	-	-	-	
Energy Cost Savings	189,461	189,461	189,461	189,461	189,461	
Equipment Replacement						
Cost Savings (incl. Labor)	56,597	56,597	56,597	56,597	56,597	
Contract Cost	(2,042,120)	-	-	-	-	
Net Cash Flow	(1,746,522)	246,058	246,058	246,058	246,058	
Cumulative Cash Flow	(1,746,522)	(1,500,464)	(1,254,405)	(1,008,347)	(762,288)	
	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Energy Cost Savings	189,461	189,461	189,461	189,461	189,461	1,894,610
Equipment Replacement						
Cost Savings (incl. Labor)	56,597	56,597	56,597	56,597	56,597	565,974
Contract Cost	-	-	-	-	-	(2,042,120)
Net Cash Flow	246,058	246,058	246,058	246,058	246,058	468,004
Cumulative Cash Flow	(516,230)	(270,172)	(24,113)	221,945	468,004	468,004

Cumulative Cash Flow





Warranty

Your project consists of a total of 10,154 different LED lighting applications and 22 control applications.

As previously illustrated, one of the major advantages of converting to LED lighting technology is that it lasts exponentially longer than traditional lighting systems. Therefore, LED applications come with a long term, multi-year warranty.

The majority of your project scope consists of the following technologies, which each carry their own individual warranty.

LED 4 FT Linear Tubes



These each have a 10 Year Limited warranty and make up 19.0% of your project.

LED High Bay Lights



These each have a 5 Year Limited warranty and make up 5.4% of your project.

LED Can Lights



These each have a 10 Year Limited warranty and make up 6.2% of your project.

Exterior LED Post Lights



These each have a 10 Year Limited warranty and make up 1.6% of your project.

Exterior LED Wall Packs



These each have a 10 Year Limited warranty and make up 1.8% of your project.

LED Troffer Fixtures



These each have a 10 Year Limited warranty and make up 55.9% of your project.

The remaining 10.1% of your project scope is made up of an assortment of different LED applications, all carrying a 5 year warranty.

**Keep in mind that not only does Aquila manage and process any warranty claims on your behalf, but we also leave a 1% excess lamp stock (linears) on site following project completion to cover any temporary warranty defaults*



Environmental Impact Over System Life

By upgrading your lighting to high-efficiency LEDs, you are reducing the amount of electricity you're pulling from the grid. Making this change creates the following socially responsible impact.

Avoided Emissions and Other Key Pollutants

CO2 Emissions Avoided: 56,426,325 lbs

Carbon dioxide (CO₂) is the greenhouse gas (GHG) emitted when coal, natural gas, oil, or any other fossil fuel is burnt to generate electricity.

NOx Emissions Avoided: 32,223 lbs

Nitrogen oxides (NO_x) are a family of poisonous and highly reactive gases. These gases are released when certain energy sources are burned in power plants at high temperatures. Exposure to high amounts of NO_x emissions can cause or worsen respiratory diseases, such as emphysema and bronchitis.

SO2 Emissions Avoided: 45,372 lbs

Sulfur dioxide (SO₂) is released when certain fossil-based fuels are burnt at power plants to generate electricity. Similar to nitrogen oxides, exposure to sulfur dioxide also leads to adverse respiratory effects.

Environmental Equivalents over LED system's useful life



It's like Not burning
2,879,115
gallons of gas



The same amount of CO₂ that
30,308
acres of forest will absorb over system life



Or like Recycling
8,850
tons of waste



63,542,833
Miles not driven by
the average passenger vehicle in the U.S.



About US

Aquila Environmental (“Aquila”) is a values-based and purpose-driven business that strives to help large institutions save energy. To that end, Aquila’s current and primary focus is to be a cost-effective, energy-conserving lighting provider, serving the K-12, higher education, and municipal markets in Texas and the Southwest, that strives to always transact on the basis of trust and integrity.

We believe we are amidst a long-term shift, whereas energy conservation is no longer a ‘feel good thing’ of the past, but a superior financial decision of the day and a future obligation to the communities in which people serve.

Ultimately, we come to work every day because what we are doing helps people.



AWARDED VENDOR



Disclaimer

This price is valid for 90 days. Aquila has a TIPS contract 23010402.

The projected energy and cost savings contained in this proposal are estimates based upon data obtained during our survey of your facility or through information obtained from you and your employees. Aquila utilized its best efforts to assume that the result predicted in this proposal will be as accurate as possible. If the information supplied to us was incorrect, a substantial difference may result. Thus, Aquila disclaims any and all responsibility for differences between the enclosed proposal and your actual results to the extent that the differences were caused as a result of inaccurate data supplied.

For the purposes of these estimates Aquila may have used a blended average rate for your utility cost. Your specific utility tariff structure may differ or may be substantially more complex than what is shown in this proposal. Aquila cannot predict utility rates or structures in the future. Thus, Aquila disclaims any and all responsibility for differences between the enclosed proposal and your actual results to the extent that the differences were caused by continually changing utility rates and structures that are a function of your future energy consumption, load classification profile, and futures energy price.

The Federal tax projections and advantages illustrated herein are for example purposes only. Any factual tax advantages would be a function of your independent financial situation as prescribed your CPA or tax attorney.

Aquila Environmental, LLC is a licensed master electrician in the state of Texas. The license number is **TECL-33359**. All master electrician businesses are regulated by the Texas Department of Licensing and Regulation ("TDLR").



Turnkey Proposal For
Fort Worth ISD - Auditoriums (6)

Estimated Contract Cost: \$345,782.94

Prepared by: Chandan Prasai 5.28.2024



Fort Worth ISD - Auditoriums (6)
 Auditorium Lighting LED Retrofit Upgrade
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116



Quote Date: 05/28/2024

Net Cost:	\$	345,782.94
Sales Tax (0.00%):	\$	-
Total Sales Price:	\$	345,782.94

SCOPE OF WORK--INCLUDES INSTALL

LINE	BUILDING AREA	FLOOR	LOCATION	ESTIMATED COST BY BUILDING *
1	OD Wyatt	1	Dimming Auditorium Cans	\$ 58,996.14
2	Southwest	1	Dimming Auditorium Cans	\$ 39,330.76
3	South Hills	1	Dimming House Warm Lights	\$ 73,745.18
4	Benbrook	1	Dimming Auditorium Cans	\$ 65,551.27
5	Polytechnic	1	Dimming Auditorium Cans	\$ 42,608.32
6	Trimble Tech	1	Dimming Auditorium Cans	\$ 65,551.27

Please note this is an estimated cost per building based on performing the entire scope of work. The cost per building will not be the same if the entire project is not done

Fort Worth ISD - Auditoriums (6)
 Auditorium Lighting LED Retrofit Upgrade
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

Quote Date: 05/28/2024

Net Cost: \$ 345,782.94
 Sales Tax (0.00%): \$
Total Sales Price: \$ 345,782.94



SCOPE OF WORK - INCLUDES INSTALL

LINE	BUILDING AREA	FLOOR	LOCATION	FIXTURE QTY	PROPOSED	LAMP QTY / FIXTURE	PROPOSED WATTAGE	COLOR TEMP (K)	WARRANTY	WARRANTY START DATE
1	OD Wyatt	1	Dimming Auditorium Cans	36	30W LED CANTO LAMP - COMPATIBLE WITH CURRENT DIMMING SYSTEM	1	30	3000K	3 YEAR LIMITED	5/28/2024
2	Southwest	1	Dimming Auditorium Cans	24	30W LED CANTO LAMP - COMPATIBLE WITH CURRENT DIMMING SYSTEM	1	30	3000K	3 YEAR LIMITED	5/28/2024
3	South Hills	1	Dimming House Warm Lights	45	30W LED CANTO LAMP - COMPATIBLE WITH CURRENT DIMMING SYSTEM	1	30	3000K	3 YEAR LIMITED	5/28/2024
4	Benbrook	1	Dimming Auditorium Cans	40	30W LED CANTO LAMP - COMPATIBLE WITH CURRENT DIMMING SYSTEM	1	30	3000K	3 YEAR LIMITED	5/28/2024
5	Polyscience	1	Dimming Auditorium Cans	26	30W LED CANTO LAMP - COMPATIBLE WITH CURRENT DIMMING SYSTEM	1	30	3000K	3 YEAR LIMITED	5/28/2024
6	Trimble Tech	1	Dimming Auditorium Cans	40	30W LED CANTO LAMP - COMPATIBLE WITH CURRENT DIMMING SYSTEM	1	30	3000K	3 YEAR LIMITED	5/28/2024
				171						



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TDLR

P.O. Box 12157, Austin, Texas 78711

1-800-803-9202

www.tdlr.texas.gov

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR A GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR APPLIED LEARNING ACADEMY RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On October 24, 2023, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for pre-construction services for Applied Learning Academy Renovations, RFQ #24-006.

Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with McGough Construction + Post L. Construction, JV, for preconstruction services on January 10, 2024.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Applied Learning Academy Renovations (RFQ 24-006) In Conjunction With The 2021 Capital Improvement Program.
2. Decline to Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Applied Learning Academy Renovations (RFQ 24-006) In Conjunction With The 2021 Capital Improvement Program.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Applied Learning Academy Renovations (RFQ 24-006) In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: **Additional Details**
CIP 2021 661-81-6629-055

COST:

Not To Exceed \$29,678,578.00

VENDOR(S)/PROVIDER(S):

McGough Construction + Post L Construction JV*

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-006

Number of Bid/Proposals Received: 3

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 2

HUB Firms: 3

**Denotes a HUB Firm*

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program

TEA# 055 Applied Learning Academy

RATIONALE:

The Construction Manager is required to start the construction phase in order to procure long lead items and begin working on the GMP packages to avoid construction delays associated with the current market conditions.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR A GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR MONNIG MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 23, 2024, the Board of Education (BOE) approved the authorization to negotiate and entered into a contract with a Construction Manager at Risk for pre-construction services for Monnig Middle School, RFQ #24-054.

Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with Reeder + Summit, JV, for preconstruction services on May 08, 2024.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Monnig Middle School (RFQ 24-054) In Conjunction With The 2021 Capital Improvement Program.
2. Decline to Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Monnig Middle School (RFQ 24-054) In Conjunction With The 2021 Capital Improvement Program.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Monnig Middle School (RFQ 24-054) In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: *Additional Details*
CIP 2021 661-81-6629-053

COST:

Not To Exceed \$34,589,994.00

VENDOR(S)/PROVIDER(S):

Reeder + Summit JV*

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-054

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 2

HUB Firms: 3

**Denotes a HUB Firm*

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program

TEA# 053 Monnig Middle School

RATIONALE:

The Construction Manager is required to start the construction phase in order to procure long lead items and begin working on the GMP packages to avoid construction delays associated with the current market conditions.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: **APPROVE PURCHASE OF ATHLETICS UNIFORMS, SUPPLIES, EQUIPMENT, AND CONTRACTED SERVICES**

BACKGROUND:

In the 2024-2025 fiscal year, the Athletic department will use the listed vendors to purchase uniforms, supplies, equipment, and contracted services. The procurement will support the uniforms, supplies, and equipment required for student athletic activities. The contracted services will include, but are not limited to, the installation and repair of athletic equipment as well as chartered transportation to sporting events. Athletics is requesting a not-to-exceed amount of \$3,164,986.00 based on the 2024-2025 budgeted amounts. Tax Ratification Election (TRE) funds will be used only for athletic equipment and uniforms.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Athletics Uniforms, Supplies, Equipment, and Contracted Services
2. Decline to Approve Purchase of Athletics Uniforms, Supplies, Equipment, and Contracted Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Athletics Uniforms, Supplies, Equipment, and Contracted Services

FUNDING SOURCE: Additional Details

General Fund	Department Budget as Determined
TRE	

COST:

\$2,711,384 (*General Funds*)
\$453,602 (*TRE Funds*)
\$3,164,986 (*Grand Total*)

VENDOR(S)/PROVIDER(S):

BSN Sports, LLC – RFP 24-063, RFP 24-070; BuyBoard #665-22; TIPS #210803
Carey’s Sporting Goods - RFP 24-063, RFP 24-070; BuyBoard Contract #665-22
Dollamur Sport Surfaces - EPCNT Frisco ISD RFP #816-2022-05-28
Game Time Transportation, LLC – RFP #22-113
Promaxima MFG LTD - BuyBoard Contract #665-22; TIPS #230203, TIPS #231001
Riddell Sports - RFP 24-063, RFP 24-070; BuyBoard Contract #665-22; TIPS #230203, TIPS #231001
The Soccer Corner - RFP 24-070; BuyBoard Contract #665-22

PURCHASING MECHANISM:

Cooperative Agreement

BSN Sports, LLC
Carey’s Sporting Goods
Promaxima MFG LTD
Riddell Sports
The Soccer Corner

Competitive Solicitation

BSN Sports, LLC
Carey’s Sporting Goods
Dollamur Sport Surfaces
Game Time Transportation
Promaxima MFG LTD
Riddell Sports
The Soccer Corner

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide
Athletics

RATIONALE:

Purchases will provide uniforms and equipment for teams and individuals competing at the high school and middle school levels for the 2024 – 2025 fiscal year. Safety equipment and proper uniforms for practices and games are purchased based on need, and campus or sport rotations.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

TOPIC: APPROVE PURCHASE OF FLEET PARTS, SUPPLIES, AND CONTRACTED SERVICES

BACKGROUND:

In the 2024-2025 fiscal year, the Transportation Department will be using the following vendors to buy fleet parts, supplies, and services for the school buses and District-owned vehicles. These services include, but are not limited to, bus driver physicals, towing, preventative maintenance, and minor vehicle repairs. The Transportation Department is requesting an amount not to exceed \$1,241,695 based on the budgeted amounts for 2024-2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fleet Parts, Supplies, and Contracted Services
2. Decline to Approve Purchase of Fleet Parts, Supplies, and Contracted Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Fleet Parts, Supplies, and Contracted Services

FUNDING SOURCE: Additional Details

General Fund Department Budgets as Determined

COST:

\$1,241,695.00

VENDOR(S)/PROVIDER(S):

Advance Auto Parts - *BuyBoard Contract #715-23; RFP #20-059, 22-136*
Aerowave Technologies LLC - *BuyBoard Contract #654-21, #696-23; RFP #22-136*
JDB Towing dba Beard's Towing - *RFP #22-136*
Big Wheels Body Shop - *RFP #22-136*
Bruce Lowrie Chevrolet, Inc. - *RFP #20-059, 22-136*
Buck's Wheel & Equipment Co - *RFP #20-059, 22-136*
Clarity DPF Cleaning Service LLC - *RFP #22-136*

Continental Battery Systems - *BuyBoard Contract #715-23; RFP #22-136*
Goolsbee Tire Service Inc - *TIPS Contract #230205, 230403; RFP #22-136*
Holt Texas Ltd - *BuyBoard Contract #685-22; RFP #22-136*
Industrial Power LLC - *BuyBoard contract #723-23, 715-23; RFP #20-059, 22-136*
LV Tire Service - *RFP #22-136*
Ogburn Truck Parts LP - *RFP #22-136*
Pinnacle Medical Management Corporation - *Choice Partners Contract #23/023SG-03; RFP #21-030*
Professional Polish - *BuyBoard Contract #649-21; RFP #22-136*
PTG Of Fort Worth - *RFP #22-136*
Rush Truck Centers of Texas, L.P. dba Rush Bus Centers - *BuyBoard Contract #723-23, 724-23; RFP #20-059, 22-136*
Southern Tire Mart, LLC - *BuyBoard Contract #729-24; RFP #22-136*
Southwest International Trucks Inc - *BuyBoard Contract #723-23, 722-23; RFP #20-059, 22-136*
Stewart And Stevenson - *RFP #20-059*
Texas Kenworth Co. - *BuyBoard Contract #723-23; RFP #20-059, 22-136*
Texas Truck A/C Inc - *BuyBoard Contract #723-23, 722-23, 715-23; RFP #22-136*
Western Marketing, Inc. - *RFP #22-107, 22-136*

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

Advance Auto Parts
Aerowave Technologies LLC
Continental Battery Systems
Goolsbee Tire Service Inc
Holt Texas Ltd
Industrial Power LLC
Pinnacle Medical Management Corporation
Professional Polish
Rush Truck Centers of Texas, L.P. dba Rush Bus Centers
Southern Tire Mart, LLC
Southwest International Trucks Inc
Texas Kenworth Co.
Texas Truck A/C Inc

Competitive Solicitation

Advance Auto Parts
Aerowave Technologies LLC
JDB Towing dba Beard's Towing

Big Wheels Body Shop
Bruce Lowrie Chevrolet, Inc.
Buck's Wheel & Equipment Co
Clarity DPF Cleaning Service LLC
Continental Battery Systems
Goolsbee Tire Service Inc
Holt Texas Ltd
Industrial Power LLC
LV Tire Service
Ogburn Truck Parts LP
Pinnacle Medical Management Corporation
Professional Polish
PTG Of Fort Worth
Rush Truck Centers of Texas, L.P. dba Rush Bus Centers
Southern Tire Mart, LLC
Southwest International Trucks Inc
Stewart And Stevenson
Texas Kenworth Co.
Texas Truck A/C Inc
Western Marketing, Inc.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations
Transportation

RATIONALE:

Approval of the not-to-exceed amount for fleet parts, supplies, and contracted services will ensure that Transportation provides necessary repairs promptly to keep District vehicles safe and operable for the 2024-2025 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM
BOARD MEETING
June 25, 2024

**TOPIC: APPROVE WAIVER OF PROVISION OF BOARD POLICY CW (LOCAL)
RELATED TO THE NAMING OR RENAMING OF DISTRICT FACILITIES**

BACKGROUND:

Fort Worth ISD Board Policy CW (LOCAL) addresses the process for naming or renaming District schools and facilities. CW (LOCAL) includes the following provision, “[i]ndividuals currently employed by the District and current Board members shall not be eligible to have facilities named after them.” CW (LOCAL) further provides, “[w]aivers of any provision in this policy shall require a vote of approval by three-fourths of the membership of the Board.”

Board approval of this action item would temporarily waive the provision in CW (LOCAL) that states “[i]ndividuals currently employed by the District and current Board members shall not be eligible to have facilities named after them.” Board approval of a waiver of this provision would allow the Board to consider and vote on a petition to name a District school or facility after a current Board member during the time period the waiver is in effect. In accordance with CW (LOCAL), three-fourths of the membership of the Board must vote approve this action in order for the waiver to take effect.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Waiver of Provision of Board Policy CW (LOCAL) Related to the Naming or Renaming of District Facilities.
2. Decline to Approve Waiver of Provision of Board Policy CW (LOCAL) Related to the Naming or Renaming of District Facilities.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

No recommendation.

FUNDING SOURCE: Additional Detail

No Cost

COST:

Not Applicable

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Not Applicable

RATIONALE:

INFORMATION SOURCE: