

Fort Worth

INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, April 22, 2025, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School [District Service Center 7060 Camp Bowie Boulevard](#). This meeting will be streamed and archived on [Fort Worth ISD's Live YouTube channel](#), and on the [FWISD Video on Demand](#) site found on the bottom of 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 meeting 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 meeting and may sign-up at the 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 meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the meeting.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, April 21, 2025.

FORT WORTH INDEPENDENT SCHOOL DISTRICT REGULAR MEETING

Page

1. **5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES, VISION, AND MISSION**
Led by Western Hills High School JROTC
3. **RECOGNITIONS**
 - A. Recognition of Student Greeters

- B. UIL State Mariachi Festival Winners: Amon Carter-Riverside's Aguilas Azul, Paschal's Panteras, and North Side's Mariachi Espuelas de Plata
- C. Paschal HS Girls Soccer District Champions, South Hills Girls Soccer Bi-District Champions, and Benbrook Girls Soccer Area Champions
- D. O.D. Wyatt HS Boys Soccer District Champions, South Hills HS Boys Soccer Bi-District Champions, Benbrook Boys Soccer Bi-District Champions and Diamond Hill-Jarvis Boys Soccer Regional Semi-Final Champions
- E. Arlington Heights Varsity Cheer Nationals Competition and Paschal HS Varsity Cheer State Champions
- F. Benbrook MHS State Swimming Qualifier and Paschal HS Swimming State Qualifiers

4. PUBLIC COMMENT

5. REPORTS

- A. Notice of Compliance with Board Member Training Requirements
- B. Public Notice of Federal Grant Applications Submitted between January 1, 2025 and March 31, 2025 11
[2025 April Board Report.pdf](#) 
- C. 2025-26 Budget Development Update 12 - 37
[Budget Development Update.pdf](#) 

6. BOARD COMMITTEE REPORT 38 - 42 [Board Committee Report - April 2025.pdf](#)

7. SUPERINTENDENT REPORT 43 - 59 [Strategic Priorities Update.pdf](#)

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

9. EXECUTIVE SESSION



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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Discussion regarding legal implications of Department of Education Title VI Certification Letter
 - 2. Discussion regarding legal implications of potential school closures
- 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. Deliberation Regarding Certain Probationary Contract Employees at the End of the Contract Period, In the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code
- C. Security Implementation (Texas Government Code §551.076)
 - 1. Intruder Audit Findings and Corrective Action
- D. Real Property (Texas Government Code §551.072)

10. **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.)

Administrative Services, Dr. Karen Molinar, Superintendent




- A. Board of Education Meeting Minutes
 - [Special Meeting - Mar 11 2025 - Minutes - Html](#) 
 - [Regular Meeting - Mar 25 2025 - Minutes - Html](#) 

60 - 79





Legal and District Records Management, Sidney Pounds, Assistant General Counsel

- B. Approve First Reading - Revisions to Board Policy GKD (LOCAL) 80 - 87
[Board Policy GKD\(LOCAL\).pdf](#) 

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





- C. Approve Contract for Oil, Gas, and Minerals Services 88 - 102
[Oil Gas Minerals Mgmt.pdf](#) 
- D. Approve Budget Amendment for the Period Ending March 31, 2025 103 - 107
[Budget Amendment March 31, 2025.pdf](#) 
- E. Approve Renewal of the District's Internal Finance Funds Accounting Software System Schoolcash Online 108 - 111
[SchoolCash.pdf](#) 

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent, Learning and Leading


- F. Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification 112 - 139
[TEA 2025-26.pdf](#) 
- G. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for the Western Hills High School Early College High School Program 140 - 153
[WHHS ECHS - TCC.pdf](#) 
- H. Approve Memorandum of Understanding Between Fort Worth Independent School District and YMCA of Metropolitan Fort Worth 154 - 165
[YMCA MOU.pdf](#) 
- I. Approve the Amended License Agreement for the 2025 Graduation Ceremonies 166 - 170
[AMENDED CONTRACT TRAIL MANAGEMENT DRIVE.pdf](#) 

Operations, Kellie Spencer, Deputy Superintendent

Maintenance and Operations, David Guerra, Executive Director






- J. Approve Replacement of Second Fluid Cooling System at Southwest High School 171 - 176
[Fluid Cooler Replacement.pdf](#) 
- K. Approve Emergency Affidavit for Gym Floor Installation at Meadowbrook Middle School 177 - 181
[Gym Floor Installation.pdf](#) 
Trustee Anne Darr: Has the steam leak that ruined the gym floor been properly repaired?
Response: Yes, the leak has been resolved.
- L. Approve Emergency Affidavit Rental of Cooling Tower Rental at Southwest High School 182 - 185
[Cooling Tower.pdf](#) 
- M. Approve Purchase of Security Fence Panels 186 - 188
[Fence Panels.pdf](#) 
- N. Approve Purchase of Fleet Vehicle for Maintenance Department 189 - 194
[Fleet Vehicles.pdf](#) 
- O. Approve Purchase for Gym Floor Installation at Worth Heights Elementary 195 - 197
[Floor Installation.pdf](#) 

Technology, Ramesh Krishnamurthy, Chief Technology Officer

- P. Approve Purchase of Laptop Chargers for Student Devices 198 - 201
[Laptop Chargers for Student Devices.pdf](#) 
Trustee Anne Darr: What is the "Agency Fund" that is the source of funding for this purchase?
Response: Agency funds represent the device fees collected for lost/broken devices and accessories. We are utilizing these funds to purchase student chargers, ensuring we have adequate supplies for the 25-26 school year.
- Q. Approve Renewal of Microsoft Enrollment for Education 202 - 206

Solutions (EES) Program

[Microsoft EES.pdf](#) 

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|--|---|-----------|
| R. | Approve Purchase of Firewall Hardware and Software Support
Firewall Renewal.pdf  | 207 - 209 |
| S. | Approve Purchase of E-Rate Consulting Services Category 1 & 2
E-Rate Consulting Services.pdf  | 210 - 212 |
| T. | Approve Service of District Macbooks, Ipads and Chromebooks
Contracted Services DOT.pdf  | 213 - 215 |
| U. | Approve Renewal of Annual Maintenance and Support Services for the Student Information System
Student Information System.pdf  | 216 - 218 |
| <p>Trustee Anne Darr: Will the Focus School Software merge easily with the Abre system that will provide the new dashboard for FWISD parents, students, and staff? If so, how will this benefit all stakeholders?</p> <p>Response: To ensure transparency with our progress on the recently adopted strategic plan, FWISD is developing a Dashboard for internal and external audiences. Built by Abre, this dashboard will integrate with various data sources, including SIS, Ticketing System, Assessment Data and ERP, to provide real-time insights into student attendance rates, academic scores, resolution times for support tickets, etc. This will enable data-driven decisions that effectively advance student success.</p> | | |
| V. | Approve District-Wide Compliance Training Management System
District-Wide Compliance Training Management System.pdf  | 219 - 223 |

11. ACTION AGENDA ITEMS

- A. Item(s) Removed from Consent Agenda


Administrative Services, Dr. Karen Molinar, Superintendent

Legal and District Records Management, Sidney Pounds, Assistant


General Counsel

- B. Approve Proposed Termination of Certain Probationary 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. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- E. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code
- F. Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, In the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code
- G. Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code and Board Policy DFFB (Local)
- H. Consideration and Possible Action on Local District Policies AEA, CH, and CV.

Talent Management, Woodrow Bailey III, Chief Talent Officer

- I. Approve the Renewal and Awarding of Probationary and Term Chapter 21 Contracts of Specified Certified Employees for the 2025-2026 Contract Year 224 - 225
[25-26 Contracts.pdf](#) 


Transformation, Innovation and Accountability, Nancy Stickse, Associate Superintendent

- J. Approve 2024-2025 Turnaround Plans 226 - 228
[TAP.pdf](#) 


Trustee Anne Darr: As the 2024-2025 TAPs were developed, how was feedback gathered from campus stakeholders at the three campuses?

Response: For the Turnaround Plans (TAPs), each campus held at least two meetings: one with staff members and another with families and community stakeholders. At the end of each meeting, stakeholders were invited to provide feedback. Questions and feedback were collected both on index cards and digitally via Google Forms. The Texas Education Agency (TEA) requires documentation of these community meetings and written feedback from stakeholders when TAPs are submitted to the state.



Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent

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|----|--|-----------|
| K. | Approve the Purchase of Instructional Materials for the 2025/2026 School Year
INSTRUCTIONAL MATERIALS.pdf  | 229 - 235 |
|----|--|-----------|

Operations, Kellie Spencer, Deputy Superintendent

- | | | |
|----|--|-----------|
| L. | Approve Attendance Boundary Adjustments at S.S. Dillow Elementary School, D. McRae Elementary School, T.A. Sims Elementary School, and the Leadership Academy at Maude I. Logan for the 2025 - 2026 School Year
Attendance Boundary.pdf  | 236 - 239 |
|----|--|-----------|

Capital Improvement Program, Carl Alfred, Senior Officer

- | | | |
|----|--|-----------|
| M. | Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Jean McClung Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
McClung MS CMAR.pdf  | 240 - 241 |
| N. | Approve the Budgets and Adjustments Transferring Funds from Program Contingency and Bond Interest to Elementary School Replacement #3 to Accommodate Future Program Needs for the 2021 Bond Projects
Budget and Adjustment Transfers for 2021 Bond Projects.pdf  | 242 - 244 |
| O. | Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program. | 245 - 246 |



- P. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Maudrie Walton Elementary School Replacement in Conjunction with the 2021 Capital Improvement Program
[Maudrie Walton ES.pdf](#)
- Q. Approve Authorization to Negotiate and Enter into a Contract with Contractors(s) for Turnkey FF&E Services for Applied Learning Academy, Forest Oak Middle School, and Riverside Middle School in Conjunction with the 2021 Capital Improvement Program
[2021 Bond- FFE.pdf](#)
- R. Approve Change Order No. 1 to GMP #1 for Construction Services at Workforce Based High School Project Utilizing 2017 Program Contingency Funds in Conjunction with the 2021 Capital Improvement Program
[2021 Bond Workforce HS CMAR.pdf](#)

Facility Planning and Rental, Mike Naughton, Executive Director

- S. Approve Waterline Easement Agreement with PMB I20 Land LP at RM 2871 Property
[Waterline Easement.pdf](#)

Maintenance and Operations, David Guerra, Executive Director

- T. Approve Additional Purchase of Trash and Recycle Dumpster Services
[Trash and Recycle.pdf](#)
- U. Approve Purchase of HVAC System and Energy Management Controls for Dolores Huerta Elementary
[HVAC System.pdf](#)


Technology, Ramesh Krishnamurthy, Chief Technology Officer

- V. Approve Purchase of Supplemental Student Devices

[Student Devices.pdf](#) 

- | | | |
|----|--|-----------|
| W. | Approve 3-Year Lease of Student ID Badge Printers for All Campuses
Student ID Printers.pdf  | 288 - 297 |
| X. | Approve Purchase of Security Software License Agreement
Security Software.pdf  | 298 - 300 |
| Y. | Approve Purchase of Information Technology (IT) Equipment at Multiple Sites in Conjunction with the 2021 Capital Improvement Program
IT Equipment.pdf  | 301 - 319 |

Transportation, Nathan Graf, Executive Director

- | | | |
|----|---|-----------|
| Z. | Approve Increase to Purchase Alternative Shuttle Services
Shuttle Services.pdf  | 320 - 321 |
|----|---|-----------|

12. ADJOURN

April 22, 2025

Public Notice of Federal Grant Applications

In compliance with the revised CB(Local) adopted and implemented in August 2023, the District is to provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website.

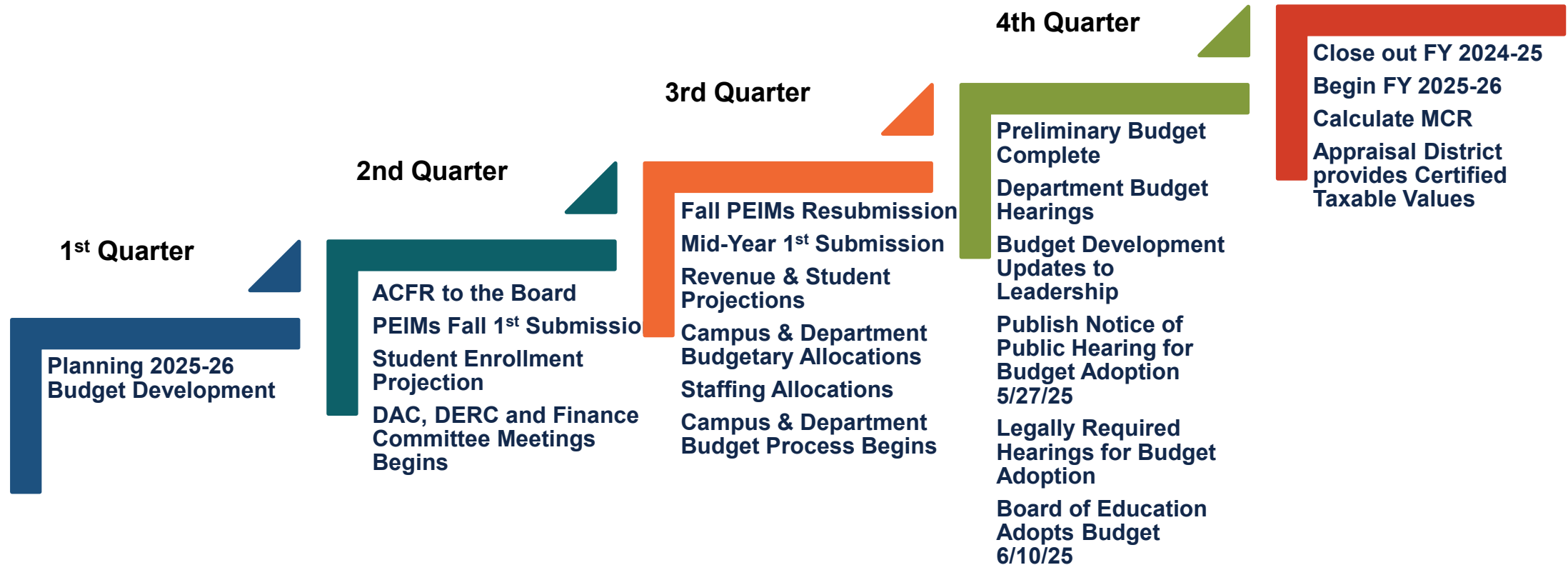
The following is the list of federal grants submitted from January 1, 2025, through March 31, 2025.

Grant Name	Status	Funder	Amount	Project Start	Project End
Indian Education Formula Grant Program (Title VI, Part A, subpart 1 of the ESEA, as amended by ESSA)	Submitted	USDE	To be determined	Beginning of SY 2025-26	End of SY 2025-26
Empowering Early Childhood Special Education (ECSE) Educators to Improve Student Outcomes Grant	Submitted	TEA	\$9,843.50	SY 2024-2025*	*This program provides reimbursement for expenses incurred in 2024-2025.

2025-26 Budget Development Update

April 22, 2025
Regular Board Meeting

Budget Development Calendar



The Budget Reflects the District's Goals

Priority 1

- Student Academic Excellence

Priority 2

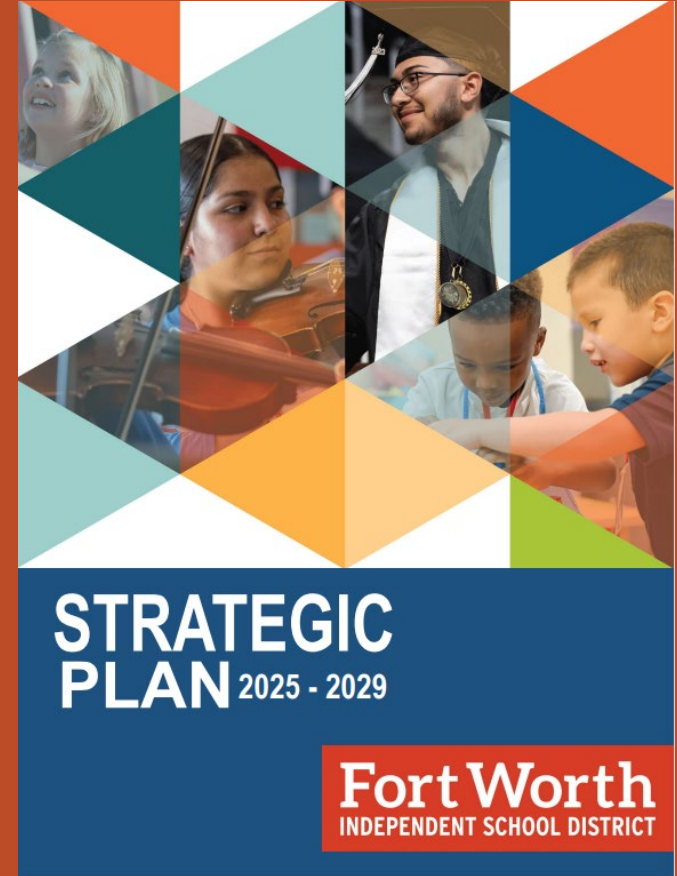
- Student and Family Engagement

Priority 3

- Employee Effectiveness and Retention

Priority 4

- Operational Alignment and Efficiency



Key Budget Drivers

Strategic Plan 2024-29

Staffing Guidelines

Literacy Plan

Strategic Schedule Shift

Departmental Requests

Balanced Budget

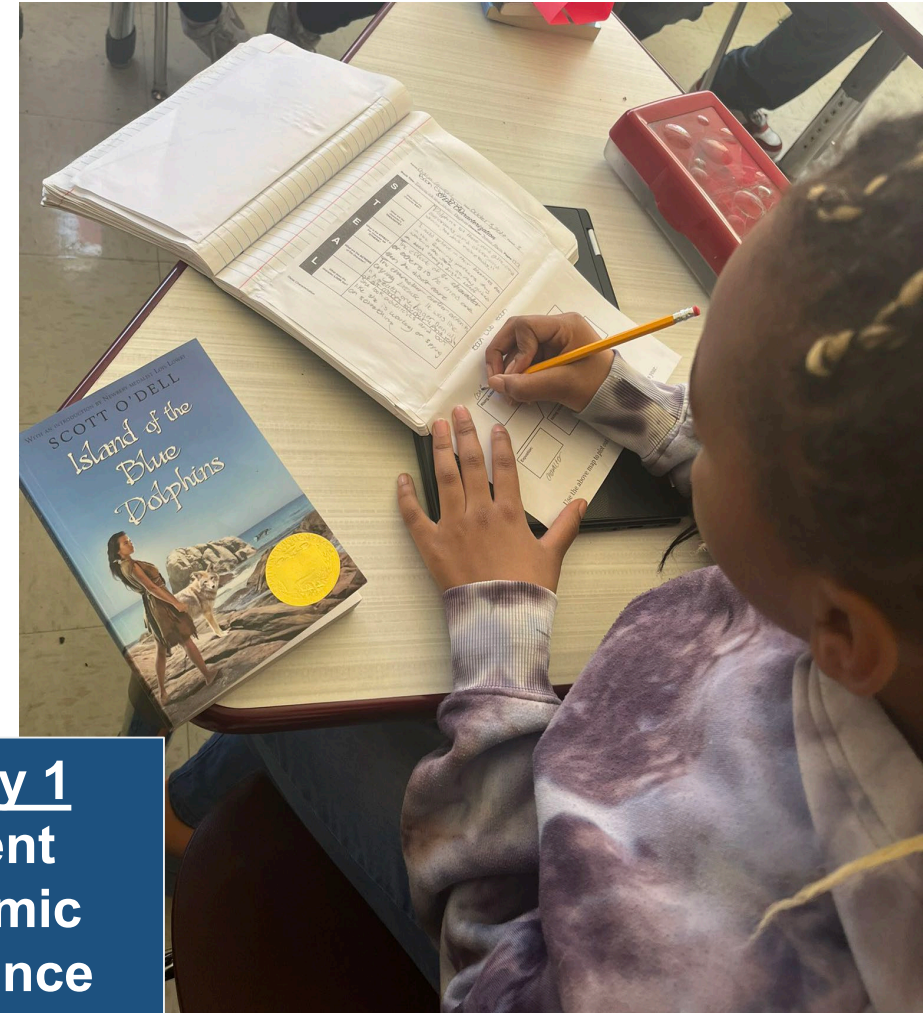
Legislative Session



2025-2026 Budget Planning Preview

Budget Allocations to Support Student Literacy

- ✓ Instructional Support Redesign (**over \$22.7 Million**)
- ✓ Middle School Block Schedules + 21 Positions
- ✓ Additional Research-Based Phonics Program
- ✓ Dyslexia Screener 7th Grade
- ✓ Instructional Planning Calendar (IPC) and Instructional Framework Redesign
- ✓ IPC and Instructional Framework Professional Learning
- ✓ Special Education Stipend Proposal
- ✓ Bilingual / ESL Stipend Proposal
- ✓ Comprehensive Data Service for Progress Monitoring
- ✓ Tele-Teachers Program
- ✓ Read2Win Partnership



Priority 1
Student
Academic
Excellence

General Fund

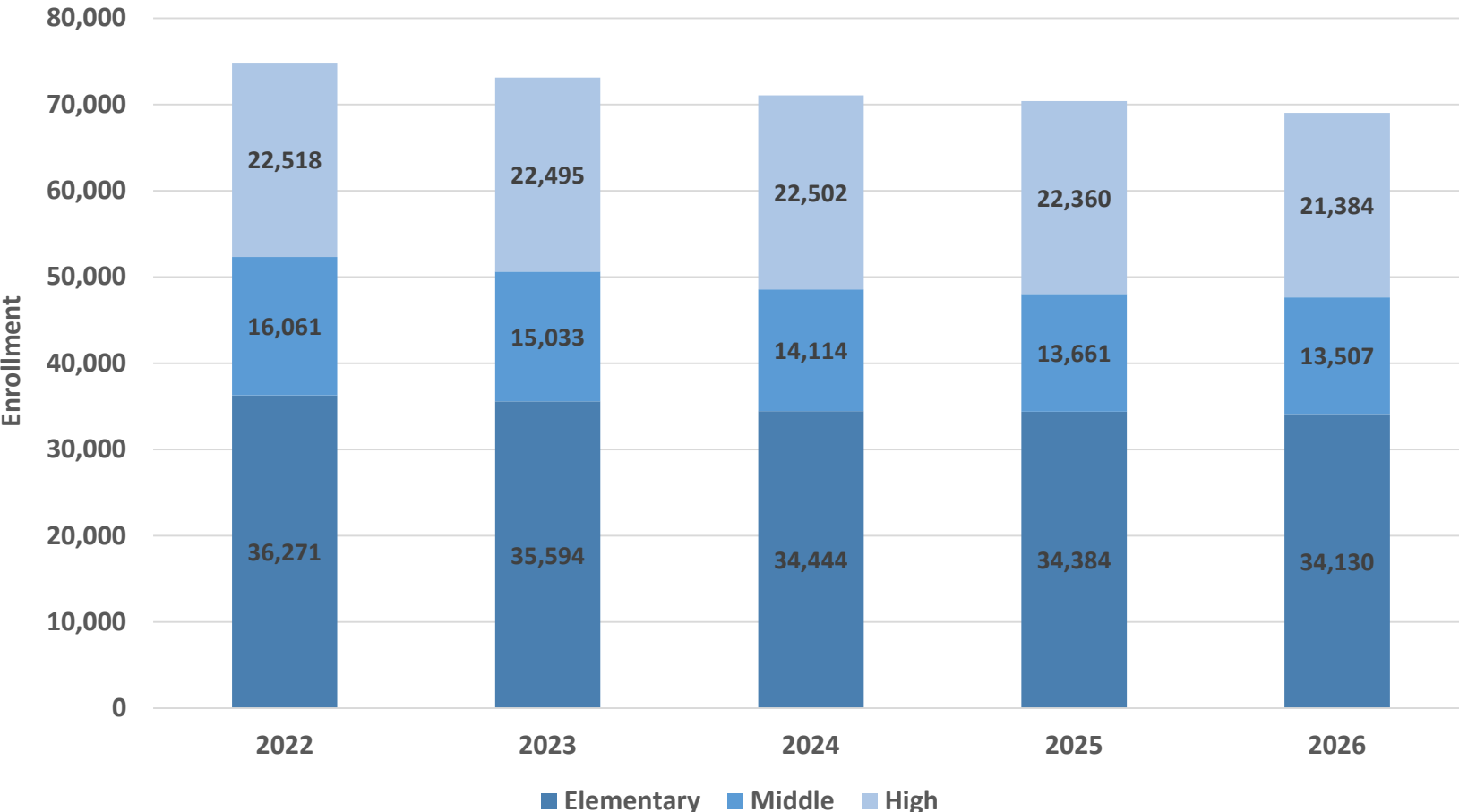
General Fund Revenue Update (Current Law)

Revenues	2024-25 Original Budget	2024-25 Revised Budget	2024-25 Projected Actual	2025-26 Projection (Current Law)
Local	\$ 462,655,095	\$ 449,944,446	\$ 449,846,606	\$ 456,792,685
State	347,499,942	372,675,608	368,693,230	362,265,205
Federal	16,403,057	11,103,057	11,103,057	7,217,250
Other	-	1,100,000	1,100,000	
Total Revenues	\$ 826,558,094	\$ 834,823,111	\$ 830,742,893	\$ 826,275,140

Change from Projected 2025 to Projected 2026 \$ (4,467,753)

Projected ADA	63,102	63,717	63,717	62,464
Enrollment	69,726	70,405	70,405	69,021

Enrollment Data & Projections



	2024-25 Snapshot	2025-26 Projected
PreK-3	355	350
PreK-4	4,356	4,402
Kindergarten	4,699	4,751
Grade 1	4,913	4,936
Grade 2	4,848	4,828
Grade 3	5,098	4,760
Grade 4	5,071	5,043
Grade 5	5,044	5,060
Grade 6	4,572	4,530
Grade 7	4,503	4,539
Grade 8	4,586	4,438
Grade 9	6,709	6,122
Grade 10	5,691	5,455
Grade 11	5,159	5,173
Grade 12	4,801	4,634
Total	70,405	69,021

Projected 25-26 ADA: 62,464

Federal Funding

Description	Projected Base Allocations
Title I	\$32.3M
Title II	\$3.3M
Title III	\$2.9M
Title IV	\$2.6M

Projected Funding for 25-26

Federal Funds – Title Funds Only

Fort Worth
INDEPENDENT SCHOOL DISTRICT

Title I, Part A Campus Allocations

Fort Worth ISD uses enrollment projections and the 2024-2025 PEIMS snapshot economic disadvantage percentages to determine Title I allocations. Using this methodology and keeping the same per pupil allocations from the year prior, serving schools with an economic disadvantage percentage of 40% or above, Fort Worth ISD is eligible to serve 119 schools for a total allocation \$12,634,841 for the 25-26 schools year.

The Methodology

Basic Campus Allocation =

Total Enrollment x % Low Income x PPA

Family Engagement Allocation =

Total Enrollment x % Low Income x Family Engagement PPA

The methodology is approved on an annual basis by Superintendent and Cabinet. TEA requires that we have a methodology in place and that PPA is broken down by percentage to prioritize campuses above 75% low income.

Per Pupil Allocations

% Low Income	Per Pupil Basic Allocation
Less than 74%	\$160
75% or Higher	\$240

% Low Income	Per Pupil Allocation for Family Engagement
Less than 59%	\$3
60-74%	\$4
75%-89%	\$5
90% or higher	\$6

TEA requires that we have a methodology in place for distributing Title ,I Part A allocations and that we prioritize serving campuses above 75% low income, however, this PPA is approved at the local level.

Title I Menu

From this menu, campuses may choose to fund positions to support their campuses as outlined in their annual Campus Improvement Plan.

Fort Worth INDEPENDENT SCHOOL DISTRICT

2025-2026 Title I Approved Positions

Below is a table of the Title I Approved Positions. Any positions not listed in the table below will not be available for renewal. Salaries listed are estimates based on the projected midpoint salary for each position. The Fort Worth ISD Compensation Department will determine the actual salary for each employee.

Description:	Projected Midpoint Salary
Positions Aligning to Priority 1: Student Academic Excellence	
1.1 Direct Instructional Support	
Title I Reading / Mathematics Teacher (FTE)	\$ 70,325 (187 days)
Title I Teacher Assistant (FTE)	\$ 26,894 (183 days)
Title I Bilingual Teacher Assistant (FTE)	\$ 26,894 (183 days)
Acceleration Teacher (FTE)	\$ 70,325 (187 days)
1.2 Instructional Support	
Dean of Instruction and Interventionist (MS and HS Only) (FTE)	\$ 97,334 (214 days)
Assessment Data Analyst and Interventionist (ES and MS Only) (FTE)	\$ 79,699 (187 days)
Demonstration Teacher (FTE)	\$ 75,966 (202 days)
Positions Aligning to Priority 2: Student and Family Engagement	
2.1 Student Support	
Title I Intervention Specialist (ES and MS Only) (FTE)	\$ 68,047 (187 days)
Counselor – Elementary School (FTE)	\$ 74,432 (189 days)
2.2 Parent Support	
Family Engagement Specialist (FTE)	\$ 32,276 (197 days)
Family and Community Outreach Specialist (HS Only) (FTE)	\$ 62,415 (219 days)

Last revised 04/08/2025

Legislative Update

Legislative Update

From TASBO:

- 1. This bill is still likely to change as it moves through the legislative process.** We could still see amendments on the House side, and then the bill will go to the Senate for further consideration.
- 2. Different data inputs lead to different outputs.** We are using the student count estimates districts submitted through attendance projections and tax year 2024 property values grown each year thereafter by uniform statewide property value growth assumptions. Different estimates for those items could lead to different answers.
- 3. Different assumptions about district tax rates will lead to different answers.** For example, the Committee Substitute to House Bill 2 would reduce hold harmless funding if I&S tax collections plus state aid are more than is required to make minimum debt service payments. We presume districts would reduce I&S tax rates and collections to the amount needed only to make required debt payments, so we do not assume a loss of state aid related to this provision. Different tax rate assumptions would lead to different results.



Bottom Line: Use Caution when running numbers as nothing is final until bills pass both chambers and signed by the Governor! End of Legislative Session is June 2, 2025.

Legislative Key Topics – School Funding

1

Increase Basic Allotment per Student

3

Employee Pay Raises

- ☐ Teacher Incentive Allotments
- ☐ 40% Basic Allotment increase for employee compensation

2

Property Tax Relief

- ☐ Increased Homestead Exemption
- ☐ Tax Rate Compression
- ☐ Hold Harmless Provisions

4

Increase School Safety Funding

- ☐ Per campus school safety cap increased from \$15K to \$30K

Legislation Highlights (HB2)

- **Basic allotment (BA):** increases the basic allotment by \$340 and adds a guaranteed yield increment adjustment that ties the basic allotment to the growth of property values, which is initially set at \$55 (BA goes from \$6,160 to \$6,555)
- Golden Penny Yield Permanently Frozen at \$129.52 (2024-25 level)
- **Employee Pay Raises:** BA Increase triggers: 40% (up from 30%) of year-over-year increase in Chapter 48 revenue for compensation increases; Modified the pay requirements so that 75% of the 40% of the gain between per ADA revenue in FY 26 and FY 25 must be spent on teachers, counselors, nurses and librarians and provided that no district would be required to give an employee a pay increase of more than \$15,000. Excludes school safety increases and insurance allotment increases from the gain calculation.
- Modification of ASAHE-Facilities to reduce it by any amount over state aid plus local collections for required debt service. Disincentivizes early defeasance.

Legislation Highlights (HB2)

- **Special Education Allotment Overhaul – weights etc. determined by Commissioner**
- **Special Education Initial Evaluation Allotment \$1,000 per evaluation**
- **Special Education portion of Transportation allotment increased to \$1.13 (from \$1.08)**
- **Increase Bilingual Allotment weights by 0.02***
- **Compensatory Education Allotment weights increased by 0.005***
 - *Moved changes to the compensatory education and bilingual education allotment to the second year of the biennium and allows the bilingual education allotment to be used for teacher salaries
- **Early Education Allotment expanded to include PK (from KG-3)**
- **Teacher Incentive Allotment:**
 - **Higher ranges for existing designations (except nationally certified)**
 - **Adds acknowledged designation**
 - **Creates enhanced teacher incentive allotment district designation**
- **Fine Arts Allotment (limited to \$15 million per year statewide)**

HB2: Property Tax Relief

- **Proposed increase of Homestead Exemption from \$100K to \$140K per primary residence**
 - **Hold harmless (HHL) for this change; prior M&O HHL provisions will remain**
- **Tax Rate Compression – MCR reduced by \$.0331 with caveat that tax rate compression may not reduce school district's tax rate to below 90% of any other school district's tax rate**
 - **Hold harmless provision will pay for this loss or property tax values**

TRS Proposed Premiums for Healthcare for 25-26:

- *Rates will be released on or after June 3, 2025, in alignment with the end of the legislative cycle*
- *Potential impact to FWISD is unknown at this time.*



TRS-ActiveCare Rates Will Be Adopted June 3

Today, TRS' Board of Trustees approved a special June 3 meeting to adopt rates and benefits for TRS-ActiveCare health plans.

This is because the Texas Legislature remains in session and is considering TRS' request for supplemental funding of \$450 million for TRS-ActiveCare.

TRS made this funding request to help offset rate increases for TRS-ActiveCare. The outcome won't be certain until the session ends. Since funding will impact the total premiums set by TRS, **waiting allows TRS to set the most accurate, cost-efficient premiums.**

2025-2026 Budget Planning Dates

April 21, 2025 – Board Finance Committee Meeting

- Budget Development Update
- Revenue Updates
- Latest Legislative Runs from TASBO and Moak Casey
- Compensation Models Based on Pending Legislative Action

April 22, 2025 – Board Budget Presentation

Board Finance Committee Meeting Topics

April 30, 2025 – Deadline to Receive Preliminary Values

Tarrant Appraisal District to provide Preliminary Certified Values



Priority 4
Operational
Alignment and
Efficiency

2025-2026 Budget Planning Dates

May 13, 2025 – Board Budget Workshop

- Budget Development Update
- Revenue Updates
- Expenditure Preliminary Budgets
- Property Value Discussion
- Latest Legislative Runs from TASBO and Moak Casey
- Updated Compensation Models Based on Pending Legislative Action

May 20, 2025 – Regular Board Meeting

- Budget Development Update
- Revenue Updates
- Expenditure Preliminary Budgets for General Fund, Debt Service and Child Nutrition Services Funds
- Latest Legislative Runs from TASBO and Moak Casey



Priority 4
Operational
Alignment and
Efficiency

2025-2026 Budget Adoption

June 2, 2025 Legislative Session Ends

Legislative Session Ends

June 3, 2025 TRS Releases Plan Premiums

After legislative session, TRS plans to hold board meeting to approve rates

June 10, 2025 – Special Board Meeting

- Approve Compensation Model for 2025-2026
- Adopt Budgets for General Fund, Debt Service and Child Nutrition Services Funds



2025-2026 Budget Planning Public Input



Participants



Thoughts



Ratings



Ratio

Priority 2
Student and
Family
Engagement



tejoin.com

741-309-478

What should the District consider when
creating the budget for next year?

Priority 3
Employee
Effectiveness
and Retention

Priority 4
Operational
Alignment and
Efficiency

Fort Worth

INDEPENDENT SCHOOL DISTRICT

REPORT ONLY AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: BOARD COMMITTEE REPORT

BACKGROUND:

Fort Worth ISD's (FWISD) Trustees serve on eight (8) committees. The members of each committee are:

Finance

Kevin Lynch*
Tobi Jackson
Anael Luebanos
Roxanne Martinez

Facilities

Dr. Michael Ryan*
Wallace Bridges
Tobi Jackson
Kevin Lynch

Legislative

Anne Darr*
Tobi Jackson
Roxanne Martinez
Quinton Phillips

Racial Equity

Quinton Phillips*
Wallace Bridges
Anael Luebanos
Roxanne Martinez

After-School Coordinating Board

Wallace Bridges*
Kevin Lynch
Dr. Camille Rodriguez
Dr. Michael Ryan

Safety and Security

Roxanne Martinez*
Wallace Bridges
Anne Darr
Quinton Phillips

Board Audit

Tobi Jackson*
Anael Luebanos
Dr. Michael Ryan
*Quinton Phillips *Alternate*

** Denotes Committee Chair*

Policy

Dr. Camille Rodriguez*
Anne Darr
Anael Luebanos
Quinton Phillips

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 PRIORITIES:

- 1 - Student Academic Excellence
- 2 – Student and Family Engagement
- 3 – Employee Effectiveness and Retention
- 4 – Operational Alignment and Efficiency

Board Finance Committee:

The Board Finance Committee met on March 24, 2025, via in-person and the Zoom platform. Chair Trustee Kevin Lynch attended in person, while Trustees Tobi Jackson and Roxanne Martinez attended via zoom. Trustee Anael Luebanos was not presented for this meeting. Other attendees were Dr. Karen Molinar, Carmen Arrieta-Candelaria, Kellie Spencer, Woodrow Bailey, Patricia Young, Maria Chavez, and Margie McBain.

Key Highlights:

Trustee Kevin Lynch convened the meeting at 12:03 p.m. The Chief Financial Officer (CFO) presented the agenda consisting of the following seven items:

1. Update on Refunding Bond Sale
2. January 2025 Monthly Financials
3. 2025-26 Projected Revenue
4. Tarrant Appraisal District Reappraisal Plan
5. 2025-26 Budget Development Update
6. 2025-26 Board Finance Committee Budget Priorities
7. Budget Amendment on the March Board Meeting

Chief Carmen Arrieta-Candelaria provided an update of the refunding bond sale which priced on March 11th. Overall, she noted that the pricing was successful and presented a summary of details as follows:

Par Amount:	\$88,825,000
All-In TIC:	2.958096%
Last Maturity:	02/15/2035
Net PV Savings:	\$4,798,710.95
Percentage savings of refunded bonds:	5.157132%
Gross Savings:	\$5,637,500.69

The January Monthly Financials were presented, beginning with the District's Debt Service Fund. The CFO emphasized the need for careful monitoring of tax receipts due to unexpected refunds, despite regular collections aligning with the budget. Additionally, an increase in state revenue has resulted in a positive variance in this category. Overall, revenues will need to be monitored to determine the need for a budget amendment in the coming months.

In the Food Services Fund, expenditures are under expectations due to the non-payment of the regular Sodexo invoice for the month of January. Two months of expenditures are expected in the month of February in order to catch up with these costs.

For the CIP Funds, the spend-to-date numbers were presented with no major issues identified in these funds. It was reported that the spend in the 2021 Bond Fund has exhausted the first bond issuance of \$150 million from August 2022.

In the General Fund, the CFO reported that the overall financial health of the fund appears stable, with a net excess in the general fund of \$221M year-to-date. She noted that the general fund reflects total YTD expenses of \$395,000,058, reflecting a \$3 million decrease compared to the spend at this point in the previous year. She also shared that while payroll costs rose due to filled vacancies and compensation increases, reductions were noted in professional contractor services and supplies. The arrival of activity buses contributed to an increase in the 6600 categories.

During the 2025-26 projected revenue agenda item, Chief Arrieta-Candelaria projected district revenue at \$826,275,168, utilizing current law to make these projections. She noted that the projected revenues included an additional 160 students from the prior projection. In the following item regarding the Tarrant Appraisal District (TAD) Reappraisal Plan for 2025, she raised concerns regarding the TAD's plan, which could affect property values and the district's tax rate in the next budget years. She stressed the importance of budgeting conservatively and running models to assess potential impacts on revenue. Chief Carmen Arrieta-Candelaria also discussed the complexities surrounding the budgeting process for the 2025-26 fiscal year, noting that the final component to finalizing the 2025-26 revenue, the Property Tax Assistance Division (PTAD) numbers, are not available until August 2026.

Next, CFO Arrieta-Candelaria outlined the methodology for Title I budget allocations and the importance of campus needs assessments in the budget development process.

Discussing the Board Finance Committee's recommendations for the 2025-26 budget, Trustee Roxanne Martinez inquired about the compensation process, leading to a discussion on the financial implications of a potential 1% salary increase, estimated to require an additional \$6.3 million. The Trustees present indicated that alignment with the District's Strategic Plan was critical as well as maintaining comparability with neighboring district's compensation levels.

The final item discussed was the March budget amendment to be presented at the March 25, 2025 board meeting. A historical review of the budget amendments for 24-25 was discussed in detail.

The next meeting will be held on April 21, 2025 from 12:00 p.m. to 1:00 p.m. This meeting will be held via zoom or in-person.

The Board Finance Committee adjourned at 12:54 p.m.

Board Facilities Committee:

The Facilities Committee met at 4:30 p.m. on March 27, 2025. In attendance were Trustees Dr. Michael Ryan (Chair), Wallace Bridges, Tobi Jackson, and Kevin Lynch. Also present were Superintendent Dr. Karen Molinar, Kellie Spencer, Carmen Arrieta-Candelaria, Mike Naughton, and Vanessa Chavarria.

Key Highlights:

Representatives from Procedeo provided an update on middle school construction projects included in the scope of the 2021 Bond Program. Facilities staff presented refined right-sizing options developed during the year-long facility master planning process. These options evolved from the work of the Community Task Force, Steering Committee, and District staff, incorporating feedback from community stakeholders. The committee also discussed the possible sale and acquisition of vacant land parcels.

Policy Committee:

April 1, 2025

The Policy Committee met on Tuesday, April 1, 2025 via Zoom. In attendance were Trustee Rodriguez (Chair), and Trustee Phillips and Trustee Darr. Also present were Superintendent, Dr. Karen Molinar, Cynthia Rincon, Sidney Pounds, and Morgan Dehoyos.

Key Highlights:

The committee discussed Board Policy AEA (Local) – Educational Philosophy: Educational Equity. They reviewed the current policy and a legal analysis of certain policy provisions provided by the Office of Legal Services. The board members will further review the analysis in preparation for the next Policy Committee meeting, scheduled for May 6, 2025.

The committee discussed Board Policies EF (Local), EFA (Local) , EFB (Local), which relate to Instructional Resources and Library Materials. The committee reviewed a timeline of Board decisions made in the Fall of 2024 regarding the additions of Board Policies EFA and EFB. Board Policies EFA and EFB were voted on and approved by the Board at the November 12, 2024 Regular Board Meeting. The approval of EFA and EFB was intended to replace the existing Board Policy EF, in accordance with TASB guidance. At the February 18, 2025 Regular Board meeting, the Board approved the First Reading to remove Board Policy EF(Local). At the March 25, 2025 Regular Board Meeting, the Board tabled the Second Reading to remove EF (Local). The committee's recommendation is to bring EF(Local) back to the Board to approve the deletion of the policy to align with the Board's decision in November of 2024 to approve new policy language for Board Policies EFA and EFB.

The committee discussed Board Policy GRA(Local) – Relations with Governmental Entities: State and Local Governmental Authorities. The committee reviewed the existing policy language and related administrative procedures related to CPS and law enforcement officials visiting campuses. The committee recommended no changes to the current policy at this time.

The committee discussed Board Policy FNCE (Local) – related to student cell phones on campus. The committee discussed recommendations from the District's 2024-2025 internally working group on student cell phone policy. The committee also discussed certain bills currently pending in the Texas Legislature that may impact the District's policies regarding student cell phone use on campus. The committee recommend

District's administration closely monitor pending legislation and prepare for necessary policy changes that may be needed prior to the start of the 2025-2026 school year.

The committee discussed Board Policy DBD (Local) – Employee Conflicts of Interest. The committee reviewed the current policy and determined there may be a need to amend or add certain provisions to the policy. The committee requested that the District's administration review the DBD (Local) policies for other school districts across the states and provide some options for the committee to review at the next policy committee meeting.

April 15, 2025

The Policy Committee met again on April 15, 2025 via Zoom to discuss recent directives from the Department of Education and Texas Education Agency that could impact certain Board Policies, including AEA (Local). In attendance were Trustee Rodriguez (Chair), Trustee Phillips and Trustee Darr. Also present were Superintendent, Dr. Karen Molinar, Cynthia Rincon, Sidney Pounds, Alexander Athanason, Morgan Dehoyos, and Carmen Arrieta-Candelaria. Following discussion, the Policy Committee recommended adding an action item to the April 22, 2025, Regular Board Meeting agenda to discuss and take possible action on the policy provisions at issue.

The committee would like to have a standing meeting every two months unless there's a certain time-sensitive subject, the committee can meet sooner.

The next Policy Committee Meeting is scheduled for Tuesday, May 6, 2025.

INFORMATION SOURCES:

Carmen Arrieta-Candelaria, Chief Financial Officer
Kellie Spencer, Deputy Superintendent of Operations
Sidney Pounds, Assistant General Counsel

Superintendent's Report Strategic Priorities Update

Dr. Karen C. Molinar, Superintendent
Fort Worth ISD Board Meeting
April 22, 2025

Quarterly Assessments

Priority 1
Student
Academic
Excellence

Why Quarterly Assessments?

- ✓ Nine-week (quarterly) assessments were implemented for the 2024-2025 school year to help monitor the progress of student learning
- ✓ Assessments are **short** and only measure 9 weeks of instruction, taken within a regular class period (approximately 45 minutes to complete)
- ✓ Assessments are used as a **re-teach tool**, they allow teachers the opportunity to **quickly engage with the data** at the student expectation and item level
- ✓ Quarterly Assessments should **not** be used for **performance forecasting**

Quarterly Assessment Testing Windows

Q1 – October 7-11

Q2 – December 9-13

Q3 – March 3-7

Q4 – May 12-16

Quarterly Assessment #1 Results

Grades 3 – 8 English Language Arts (English & Spanish)

Student Groups	Total Testers	Approaches or Higher	Meets or Higher	Masters
All Students	21,379	52.6%	27.5%	12.7%
Hispanic	14,321	51.2%	25.7%	11.3%
Black / African American	3,669	46.0%	22.1%	9.6%
White	2,584	69.2%	44.1%	24.0%
Economically Disadvantaged	17,518	48.4%	23.8%	10.4%
Emergent Bilingual	8,685	43.1%	19.0%	7.2%
Special Education	3,280	31.6%	12.4%	3.8%

Achievement levels **ARE** cumulative, meaning the Approaches level includes students at the Meets and Masters levels, and the Meets level includes students at the Masters level. [As reported on November 12, 2024.](#)

Quarterly Assessment #2 Results

Grades 3 – 8 English Language Arts (English & Spanish)

Student Groups	Total Testers	Approaches or Higher	Meets or Higher	Masters
All Students	23,985	61.9%	38.3%	18.1%
Hispanic	16,147	60.8%	37.0%	16.7%
Black / African American	4,120	55.2%	31.4%	12.8%
White	2,788	76.5%	54.9%	32.8%
Economically Disadvantaged	20,157	57.9%	34.0%	14.7%
Emergent Bilingual	9,991	52.9%	29.5%	12.0%
Special Education	4,121	37.1%	17.1%	6.8%

Achievement levels **ARE** cumulative, meaning the Approaches level includes students at the Meets and Masters levels, and the Meets level includes students at the Masters level. **Data Source:** Eduphoria Aware 4/9/2025

Quarterly Assessment #3 Results

Grades 3 – 8 English Language Arts (English & Spanish)

Student Groups	Total Testers	Approaches or Higher	Meets or Higher	Masters
All Students	21,322	65.6%	40.4%	18.9%
Hispanic	14,262	65.9%	39.4%	18.3%
Black / African American	3,753	56.9%	31.7%	11.9%
White	2,442	77.2%	57.5%	33.3%
Economically Disadvantaged	17,980	62.3%	36.2%	15.8%
Emergent Bilingual	9,059	59.0%	32.4%	13.7%
Special Education	3,672	42.8%	19.5%	7.1%

Achievement levels **ARE** cumulative, meaning the Approaches level includes students at the Meets and Masters levels, and the Meets level includes students at the Masters level. **Data Source:** Eduphoria Aware 4/9/2025

Quarterly Assessment #1 Results

English I

Student Groups	Total Testers	Approaches or Higher	Meets or Higher	Masters
All Students	4,706	66.6%	43.6%	8.9%
Hispanic	3,192	64.8%	41.7%	7.5%
Black / African American	869	62.6%	36.8%	6.4%
White	493	83.0%	65.3%	21.5%
Economically Disadvantaged	3,892	63.2%	39.2%	6.4%
Emergent Bilingual	1,919	59.0%	34.1%	4.7%
Special Education	441	36.5%	16.3%	0.7%

Achievement levels **ARE** cumulative, meaning the Approaches level includes students at the Meets and Masters levels, and the Meets level includes students at the Masters level. [As reported on November 12, 2024](#)

Quarterly Assessment #2 Results

English I

Student Groups	Total Testers	Approaches or Higher	Meets or Higher	Masters
All Students	4,895	73.4%	48.7%	9.4%
Hispanic	3,303	72.5%	47.2%	8.3%
Black / African American	918	66.2%	39.2%	5.8%
White	513	87.7%	71.7%	20.7%
Economically Disadvantaged	4,084	70.8%	44.6%	7.2%
Emergent Bilingual	2,099	67.2%	40.2%	4.9%
Special Education	443	43.3%	19.0%	1.1%

Achievement levels **ARE** cumulative, meaning the Approaches level includes students at the Meets and Masters levels, and the Meets level includes students at the Masters level. **Data Source:** Eduphoria Aware 4/17/2025

Quarterly Assessment #3 Results

English I

Student Groups	Total Testers	Approaches or Higher	Meets or Higher	Masters
All Students	4,333	57.5%	37.2%	6.1%
Hispanic	3,023	55.3%	35.2%	4.9%
Black / African American	733	54.6%	33.4%	5.1%
White	446	74.9%	54.5%	13.7%
Economically Disadvantaged	3,612	54.2%	33.9%	4.8%
Emergent Bilingual	1,930	51.2%	31.2%	4.0%
Special Education	335	29.3%	12.5%	1.8%

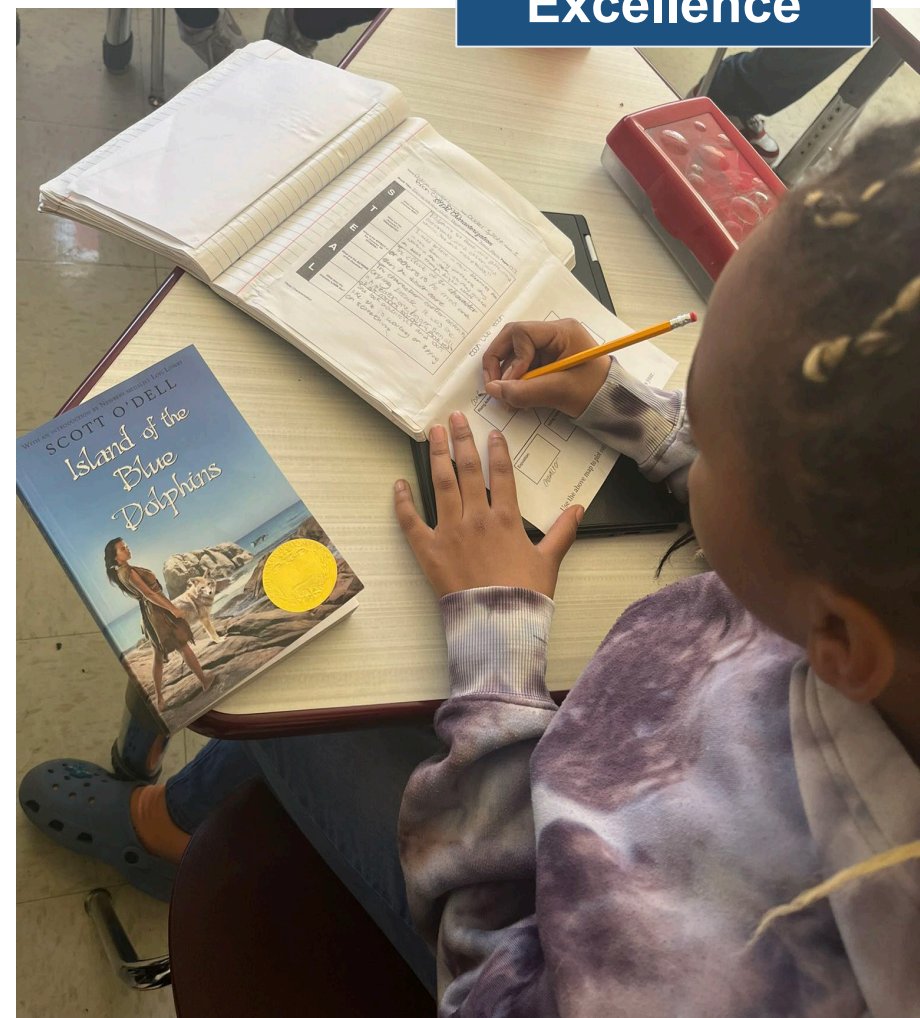
Achievement levels **ARE** cumulative, meaning the Approaches level includes students at the Meets and Masters levels, and the Meets level includes students at the Masters level. **Data Source:** Eduphoria Aware 4/17/2025

2025-2026 Budget Planning

Priority 1
Student
Academic
Excellence

Budget Allocations to Support Student Literacy

- ✓ Instructional Support Redesign (**over \$22.7 Million**)
- ✓ Middle School Block Schedules + 21 Positions (**over \$1.7 Million**)
- ✓ Additional Research-Based Phonics Program (**\$555,000**)
- ✓ Dyslexia Screener 7th Grade and New Program (**\$579,950**)
- ✓ Instructional Planning Calendar (IPC)
and Instructional Framework Redesign (**over \$2.3 Million**)
- ✓ IPC and Instructional Framework Professional Learning
- ✓ Stipend Proposals (Bilingual / ESL / SpEd) (**over \$1.8 Million**)
- ✓ Comprehensive Data Service for Progress Monitoring (**\$2 Million**)
- ✓ Wraparound (Tele-Teachers and Read2Win)



2025-2026 Budget Adoption

May 20, 2025 – Regular Board Meeting

- Budget Development Update
- Revenue Updates
- Expenditure Preliminary Budgets for General Fund, Debt Service and Child Nutrition Services Funds
- Latest Legislative Runs from TASBO and Moak Casey

June 2, 2025

Legislative Session Ends

June 10, 2025 – Special Board Meeting

- Adopt Budgets for General Fund, Debt Service and Child Nutrition Services Funds
- Approve Compensation Model for 2025-2026



2025-2026 Budget Planning Public Input



Participants



Thoughts



Ratings



Ratio

Priority 2
Student and
Family
Engagement

Priority 3
Employee
Effectiveness
and Retention

Priority 4
Operational
Alignment and
Efficiency



tejoin.com

741-309-478

What should the District consider when
creating the budget for next year?

Stakeholder Communication Public Input



What is your preferred method of communication for information that is related to Districtwide events or initiatives?

What is your preferred method of communication for information that is related to campus specific events or initiatives?

Priority 2
**Student and
Family
Engagement**

Priority 3
**Employee
Effectiveness
and Retention**

Priority 4
**Operational
Alignment and
Efficiency**

<https://tejoin.com/scroll/327668099>

Read 2 Win!™ Partnership Update

Next Steps

- ✓ Select up to 2 elementary schools as volunteer locations
- ✓ Sign-up for volunteer Adult Reading Coach training

Volunteer Training

Thursday, April 24th

Fort Worth ISD Teaching and Learning Center

Training Room 3

1050 Bridgewood Dr, Fort Worth, TX 76112

6:00 pm to 7:30 pm

Status as of April 18, 2025

40 Volunteers Have Signed Up

12 out of 40 Volunteers Attended Training on April 12th

Priority 1
Student
Academic
Excellence

Priority 2
Student and
Family
Engagement

Volunteer Sign-Up



Volunteer Sign-Up Link

<https://bit.ly/FWISDRead2Win>



What Parents Need to Know

Fort Worth ISD is excited to offer a wide range of learning opportunities for students this summer! From engaging enrichment programs to hands-on academic support, there's something for every learner.

<https://www.fwisd.org/departments/summer-learning>

Priority 2
**Student and
Family
Engagement**

2025-2026 Registration Now Open!

Registration for the 2025-2026 school year is open for all new and currently enrolled students.

Registration is required every year.

www.fwisd.org/families/register

Learn More About Pre-K

www.fwisd.org/prek



District Recognition Events

Volunteer and Partner Appreciation Event

Thursday April 24th at 6:00 pm
Innovation Studio
Fort Worth Museum of Science and History
1600 Gendy Street, Fort Worth, TX 76107

Priority 3 Employee Effectiveness and Retention

FWISD Awards Employee Service Awards

District departments and campuses will host various events to celebrate and acknowledge employees reaching career milestones this year.

Priority 2 Student and Family Engagement

2025 FORT WORTH ISD GRADUATION

www.fwisd.org/graduation



Neighborhood Schools

Dickies Arena

TUESDAY, MAY 27

- 8 a.m. Dunbar
- 12 p.m. Polytechnic
- 4 p.m. Eastern Hills
- 8 p.m. South Hills

WEDNESDAY, MAY 28

- 8 a.m. Paschal
- 12 p.m. Trimble Tech
- 4 p.m. Carter-Riverside
- 8 p.m. Diamond Hill-Jarvis

THURSDAY, MAY 29

- 8 a.m. Arlington Heights
- 12 p.m. Southwest
- 4 p.m. Benbrook
- 8 p.m. Western Hills

FRIDAY, MAY 30

- 8 a.m. North Side
- 12 p.m. O.D. Wyatt

Specialized Schools

Exception: Trimble Tech, see left column.

FWISD Teaching & Learning Center

FRIDAY, MAY 16

- 7 p.m. Boulevard Heights
- 7 p.m. Transition Center

Wilkerson-Greines Activity Center

FRIDAY, MAY 30

- 9 a.m. World Languages Institute
- 12 p.m. I.M. Terrell Academy for STEM & VPA
- 3 p.m. Young Women's Leadership Academy
- 6 p.m. Young Men's Leadership Academy

SATURDAY, MAY 31

- 9 a.m. Success High School
- 12 p.m. Texas Academy of Biomedical Sciences
- 3 p.m. Marine Creek Collegiate
- 6 p.m. TCC South/FWISD Collegiate

Jo Kelly School Gym

MONDAY, JUNE 2

- 1 p.m. Jo Kelly School

Call To Action

2025 Spring Challenge (Teacher Appreciation Week May 5-9)

WHO

Businesses, Community Organizations, Churches, HOA/Neighborhood Associations

WHAT

Adopt a school staff for the month of May.

- ✓ Take care of staff by providing snacks, fruit trays, supplies, etc.
- ✓ Sponsor staff recognition events
- ✓ Donate staff recognition awards
(restaurant certificates, new materials for teacher lounge, etc.)
- ✓ Offer pro bono professional services

HOW

If you already support a school, accept the challenge!

If you are looking for a school to support, view the list of schools that need a supporter, choose a school and accept the challenge!



Or Call 817-814-1900

Fort Worth

INDEPENDENT SCHOOL DISTRICT

MISSION

*Preparing ALL students for success
in college, career, and community leadership.*

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on Tuesday, March 11, 2025.

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 Tuesday, March 11, 2025, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 PM at the Fort Worth Independent School 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 March 7, 2025, at 4:00 p.m.

/s/ Cindy Hernandez
Coordinator
Board of Education

RETURN OF THE MEETING MARCH 11, 2025

I, Cindy Hernandez of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 7, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on March 7, 2025.

/s/ Cindy Hernandez
Coordinator
Board of Education

The following Board Members were present:

School Board President Roxanne Martinez, District 9

First Vice President Tobi Jackson, District 2

Second Vice President Dr. Michael Ryan, District 7

School Board Secretary Anael Luebanos, District 8 - *Joined via Zoom

Trustee Dr. Camille Rodriguez, District 1

Trustee Quinton Phillips, District 3

Trustee Wallace Bridges, District 4

Trustee Anne Darr, District 6 - *Joined via Zoom

The following administrators were present:

Dr. Karen Molinar, Interim Superintendent

Mohammed Choudhury, Deputy Superintendent

Ramesh Krishnamurthy, Chief Technology Officer

Dr. Charles Garcia, Area Superintendent

Dr. Gracie Guerrero, Area Superintendent

Dr. Tamekia Brown, Area Superintendent

Sidney Pounds, Assistant General Counsel

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

School Board President, Roxanne Martinez called the Special Meeting to order at 5:30p.m.

2. PUBLIC COMMENT

Speakers:

- | | |
|-------------------|---------------------------------|
| 1. Ramona Chairez | 5. Christian Alvarez-Crivellaro |
| 2. Missie Carra | 6. Scott Blanco Davis |
| 3. Christi Beck | 7. Maria Ortiz |
| 4. Hiram Franco | 8. Steven Poole |

3. EXECUTIVE SESSION

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

The meeting was recessed at 5:50 p.m. to move into Executive Session

- 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 Government Code §551.074)
 - 1. Discussion on Superintendent's Contract

The meeting was reconvened at 7:30 p.m.

4. ACTION AGENDA ITEMS

- A. Consider and Take Action to Approve the Hiring of Dr. Karen C. Molinar as Superintendent of Fort Worth ISD, Including the Finalization of the Employment Contract and Related Documents

Trustee Quinton Phillips made the motion to approve the hiring of Dr. Karen C. Molinar as superintendent of Fort Worth ISD and to approve the contract and related documents as discussed in closed session. Trustee Wallace Bridges and Quinton Phillips made comments.

President Roxanne Martinez introduced Dr. Karen C. Molinar as Superintendent of Fort Worth ISD.

Dr. Molinar made comments. President Martinez made comments.

Moved by: Quinton Phillips

Seconded by: Tobi Jackson

Yes

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

Carried 8-0

5. ADJOURN

The meeting was adjourned at 7:39 p.m.

/s/ Cindy Hernandez
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 Regular Meeting on Tuesday, March 25, 2025.

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 Tuesday, March 25, 2025, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 PM at the Fort Worth Independent School 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 March 14, 2025, at 5:00 p.m.

/s/ Cindy Hernandez
Coordinator
Board of Education

RETURN OF THE MEETING MARCH 25, 2025

I, Cindy Hernandez of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 14, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on March 14, 2025.

/s/ Cindy Hernandez
Coordinator
Board of Education

The following Board Members were present:

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

The following administrators were present:

Dr. Karen Molinar, Superintendent
Kellie Spencer, Deputy Superintendent
Mohammed Choudhury, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Ramesh Krishnamurthy, Chief Technology Officer
Woodrow Bailey, Chief Talent Officer
Dr. Charles Garcia, Area Superintendent
Dr. Gracie Guerrero, Area Superintendent

Sidney Pounds, Assistant General Counsel

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

School Board President, Roxanne Martinez called the Special Meeting to

order at 5:33 p.m.

2. PLEDGES, VISION, AND MISSION

Led by Arlington Heights High School JROTC

The Arlington Heights High School J.R.O.T.C. Students led the pledges, vision and mission statements.

3. RECOGNITIONS

Communications Coordinator, Cesar Padilla, recognized the student greeters, followed by Girls and Boys Basketball District Champs, and Wrestling State Qualifiers

- A. Recognition of Student Greeters
- B. Paschal HS and Eastern Hills HS Girls Basketball District Champions
- C. Arlington Heights HS, Eastern Hills HS and Southwest HS Boys Basketball District Champions
- D. Benbrook MHS, South Hills HS and Paschal HS Boys and Girls Wrestling State Qualifiers

4. PUBLIC COMMENT

Speakers

- | | |
|-----------------------|----------------------------|
| 1. Jessica Morrison | 21. Melony Watson |
| 2. Emily Mundt | 22. Rudy Flores |
| 3. Vahista Ussery | 23. Mary Spradlin |
| 4. Scott Blanco Davis | 24. George Thomas |
| 5. Jose Lopez | 25. Chris Davidson |
| 6. Zach Leonard | 26. Trenace Dorsey-Hollins |
| 7. Sabrina Hall | 27. Stephanie McCartney |
| 8. Ashley Tolliver | 28. Christian Alvarez |
| 9. Bob Willoughby | 29. Bonnie Wallace |

- | | |
|------------------------|----------------------|
| 10. Robert Munoz | 30. Melinda Akowski |
| 11. Robert Rogers | 31. Eric Criyle |
| 12. Natalie Norton | 32. Kelly Moreno |
| 13. Ken Kuhl | 33. Donna Collins |
| 14. Gail Smith | 34. Fantasy Reynolds |
| 15. Caroline James | 35. Stephanie Thomas |
| 16. Annette Crivellaro | 36. Amy Super |
| 17. Heather Tolksdorf | 37. Emily King |
| 18. Randy Jordan | 38. Marisol Herrera |
| 19. Dallas Maki | 39. John Alvis |
| 20. Ann Christian | |

5. BOARD COMMITTEE REPORT

[Board Committee Report - March 2025.pdf](#) 

No questions or comments.

6. SUPERINTENDENT REPORT

[Superintendent Report DRAFT.pdf](#) 

Dr. Molinar, Superintendent, presented FWISD Instructional Support Redesign report

Trustees Anne Darr, Wallace Bridges, Anael Luebanos, Dr. Camille Rodriguez and Kevin Lynch asked questions

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

Trustees Kevin Lynch, Dr. Camille Rodriguez, Superintendent Dr. Molinar, and Anne Darr, made comments

The meeting was recessed at 8:54 p.m. to move into Executive Session

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)
 - 1. TEA Corrective Action Plan Agreement (TEA Complaint #SRDR2024-02-01 & SRDR2024-07-10)
 - 2. Discuss the Legal Impact of the February 14, 2025 Dear Colleague Letter on District Policies
 - 3. Discussion Concerning Legal Implications Regarding Reduction in Force due to Program Change
- 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. Discussion regarding Reduction in Force Due to Program Change
 - 2. Discussion regarding Proposed Non-Renewal of Riverside Middle School Assistant Principal Phillip Anderson's Term Employment Contract
- C. Security Implementation (Texas Government Code §551.076)
 - 1. Intruder Audit Findings and Corrective Action
- D. Real Property (Texas Government Code §551.072)

Trustee Tobi Jackson left executive session at 9:40 p.m.




The meeting was reconvened at 10:59 p.m.

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.)

Administrative Services, Dr. Karen Molinar, Superintendent

- A. Board of Education Meeting Minutes

- B. February 11, 2025 Meeting Minutes
[Board Workshop - Feb 11 2025 - Minutes - Html](#) 
- C. February 18, 2025 Meeting Minutes
[Regular Meeting - Feb 18 2025 - Minutes - Html](#) 
- D. Approve Neighborhood Pre-K Hub Performance Contract
[Neighborhood Pre-K Hub.pdf](#) 




Legal and District Records Management, Sidney Pounds, Assistant General Counsel

- E. Approve Second Reading - Revisions to Board Policies EF(LOCAL), CQC(LOCAL), BBD(LOCAL), and CKC(LOCAL)
[Second Reading EF, CQC, BBD, CKC.pdf](#) 

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

- F. Approve Budget Amendment For The Period Ending February 28, 2025
[Budget Amendment February 28 2025.pdf](#) 

Safety and Security, Daniel Garcia, Executive Director

- G. Approve Purchase of Interactive Consoles for Emergency Communications
[Approve Purchase of Interactive Consoles.pdf](#) 
- H. Approve Visitor Management System Components
[Raptor Supplies.pdf](#) 
- I. Approve Purchase of Exterior Cameras for IM Terrell VPA East Side
[Exterior Cameras for IM Terrell.pdf](#) 

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent, Learning and Leading

- J. Approve Amendment for Translation and Interpretation Services for Districtwide Usage

Operations, Kellie Spencer, Deputy Superintendent

Facility Planning and Rental, Mike Naughton, Executive Director

- K. Approve Purchase of Replacement Furniture for District and Valentine Service Centers

[Replacement of Furniture Valentine.pdf](#) 

Maintenance and Operations, David Guerra, Executive Director

- L. Approve Purchase and Installation of Crawlspace Ventilation System at Benbrook Middle High School Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program

[Crawlspace at Benbrook MHS.pdf](#) 

- M. Approve Purchase of Rooftop Units for Valentine Service Center

[Rooftop Units for Valentine Service Center.pdf](#) 

- N. Approve Purchase and Installation of Elevator Modernization at IM Terrell Academy Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program

[Elevator Modernization at IM Terrell Academy.pdf](#) 

- O. Approve Purchase of Rooftop Units for Meadowbrook Elementary

[Rooftop Units for Meadowbrook ES.pdf](#) 

- P. Approve Replacement of Fluid Cooling System at Southwest High School Utilizing Program Contingency Funds in Conjunctions with the 2017 Capital Improvement Program

[Fluid Cooling System at Southwest HS.pdf](#) 



- Q. Approve Fire Alarm Replacements for Six School Facilities

[Fire Alarm Replacement.pdf](#) 




Trustee Darr: What is the timeline to have the fire safety systems installed and functional in the six schools?

Response: Once approved, the project has an estimated

timeframe of 6 months.

- R. Approve Safety Surface Replacement for Eight Elementary Schools
[Safety Surface Replacement.pdf](#) 
- S. Approve Additional Gas Line Testing Services and Repairs for Campuses
[Gas Line Testing Services.pdf](#) 

Technology, Ramesh Krishnamurthy, Chief Technology Officer

- T. Approve Purchase to Renew Maintenance and Support Agreement for Network Hardware
[Network Hardware.pdf](#) 
- U. Approve Purchase of E-Rate Consulting Services
[E-Rate Consulting Services.pdf](#) 
- V. Approve Wireless Cellular Voice, Data and Hotspot Services and Equipment
[Wireless Services and Equipment.pdf](#) 

Before action was taken, Dr. Michael Ryan requested EF(LOCAL) from Consent Agenda Item 9.E. Approve Second Reading - Revisions to Board Policies EF(LOCAL), CQC(LOCAL), BBD(LOCAL), and CKC(LOCAL) be pulled.

Accept Consent Agenda Items with the exception of EF(LOCAL)

Moved by: Anael Luebanos

Seconded by: Quinton Phillips

Yes	Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges
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Carried 8-0

10. ACTION AGENDA ITEMS

- A. Item(s) Removed from Consent Agenda
- B. Personnel
No personnel appointments

Administrative Services, Dr. Karen Molinar, Superintendent

Legal and District Records Management, Sidney Pounds, Assistant General Counsel

- C. Consideration and Possible Action to Approve a Resolution Declaring a Reduction in Force Due to Program Change and Identifying the Employment Areas to be Affected Under Board Policy DFFB (LOCAL).

[Resolution.pdf](#) 

Moved by: Quinton Phillips

Seconded by: Dr. Michael Ryan

Yes Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

Carried 8-0

- D. Consideration and Possible Action Regarding Local District Policies (AEA, BQA, BQB, EH, and EMI) to Ensure Compliance with the February 14, 2025 Dear Colleague Letter
Trustee Kevin Lynch made a motion to pause Local District Policies (AEA, BQA, BQB, EH and EMI) and refer these to the Policy Committee for review.

Trustee Quinton Phillips made comments.

Moved by: Kevin Lynch

Seconded by: Anne Darr

Yes Anael Luebanos, Anne Darr, Dr. Michael Ryan, and Kevin Lynch

No Dr. Camille Rodriguez, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

- E. Approve Resolution Adopting Early Voting Times, Dates, and Locations, and Election Day Polling Locations for May 3, 2025 General Election


[Early Voting and Election Day Polling Sites.pdf](#) 

Moved by: Anne Darr

Seconded by: Dr. Michael Ryan

Yes Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

Carried 8-0

- F. Approve Order Declaring Unopposed Candidates Elected to Single Member District Four and Single Member District Eight [Final Certification and Order of Cancellation for District 4 and 8.pdf](#) 

Moved by: Dr. Michael Ryan

Seconded by: Anne Darr

Yes Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

Carried 8-0

- G. Approve the Proposed Non-Renewal of Riverside Middle School Assistant Principal Phillip Anderson's Term Employment Contract at the End of the Contract Term in Accordance with Chapter 21 of the Texas Education Code
No action was taken.

- H. Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code
No action was taken.

- I. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
No action was taken.
- J. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
No action was taken.
- K. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
No action was taken.
- L. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code
No action was taken.

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent

- M. Approve TEA Corrective Action Plan Agreement (TEA Complaint #SRDR2024-02-01 & SRDR2024-07-10)

Moved by: Dr. Michael Ryan

Seconded by: Anne Darr

Yes

Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

Carried 8-0

Operations, Kellie Spencer, Deputy Superintendent

Capital Improvement Program, Carl Alfred, Senior Officer

- N. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for W.A. Meacham Middle School in Conjunction with

the 2021 Capital Improvement Program
[Meacham MS AE Increase.docx](#) 

Moved by: Wallace Bridges
Seconded by: Quinton Phillips

Yes Anael Luebanos, Anne Darr, Dr. Camille
Rodriguez, Dr. Michael Ryan, Kevin Lynch,
Quinton Phillips, Roxanne Martinez, and
Wallace Bridges

Carried 8-0

Child Nutrition, Pamela Watson, Executive Director


- O. Approve Kitchen Equipment Parts, Repair and Preventive
Maintenance Service
[Kitchen Equipment Parts.pdf](#) 

Moved by: Anne Darr
Seconded by: Dr. Michael Ryan

Yes Anael Luebanos, Anne Darr, Dr. Camille
Rodriguez, Dr. Michael Ryan, Kevin Lynch,
Quinton Phillips, Roxanne Martinez, and
Wallace Bridges

Carried 8-0


Facility Planning and Rental, Mike Naughton, Executive Director

- P. Approve Renaming Success High School to Como Success
Academy
[Renaming Success High School.pdf](#) 

Moved by: Dr. Michael Ryan
Seconded by: Anne Darr

Yes Anael Luebanos, Anne Darr, Dr. Camille
Rodriguez, Dr. Michael Ryan, Kevin Lynch,
Quinton Phillips, Roxanne Martinez, and

Technology, Ramesh Krishnamurthy, Chief Technology Officer

- Q. Approve Contract for Network Electronic Equipment for High Schools Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program
[HS Network Upgrade.pdf](#) 

Moved by: Quinton Phillips

Seconded by: Wallace Bridges

Yes Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

Carried 8-0

- R. Approve Authorization to Negotiate and Enter Into a Lease Agreement (3 Years) for Devices for District Staff
[Staff Devices.pdf](#) 

Trustee Darr: The cost of this agenda item is not to exceed \$1,402,880 per year.

A. How many devices will be purchased each year?

Response: Strategic Plan Priority 4 is focused on operational alignment and efficiency. To achieve this goal, we will implement a standardized device for all staff, enabling us to manage our budget effectively while consistently providing staff with current technology. We are proposing a three-year lease, not a purchase, for the acquisition of devices. This leasing approach is a well-established standard industry practice. A total of approximately 3,300 devices will be leased, with an annual cost of \$1.4 million

B. Will every FWISD staff member eligible to receive a device receive a new device for the 2025-2026 school year, or will the replacement of devices happen on a rotating schedule?

Response: New devices will be distributed to all staff members, excluding teachers and librarians. Teachers, librarians, and students are already provided with device combinations tailored

to their grade levels, including MacBooks or iPads. It is important to note that custodial and transportation staff are not provided with individual devices

Moved by: Anne Darr

Seconded by: Quinton Phillips

Yes Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges

Carried 8-0

S. Approve Contract For Network Electronic Equipment for Elementary Schools

[ES Network Upgrade.pdf](#) 

Trustee Darr: The goal is to update/replace all outdated networking equipment across all district schools.

A. Is the Board being asked to approve an expense of \$13,277,312.64 or an expense of \$1,991,596.90?

Response: We are requesting approval for a \$13 million project. FWISD will contribute \$1.9 million, and the balance will be funded through USAC E-rate grants. USAC E-rate grants generally cover 85% of eligible project costs, with a 15% local match from the school district. As FWISD is the project lead, we are presenting the entire \$13 million project cost to the board to provide USAC with comprehensive project documentation ensuring compliance. Once the board approves, we will submit the paperwork with USAC for official fund approval.

B. In this phrase, “upgrading the LAN and Wireless Infrastructures for all Elementary Schools...,” does LAN refer to the Leadership Academy Network, or is LAN an acronym for something related to wireless infrastructures?

Response: LAN is for Local Area Network and is an acronym with technology Infrastructure.

C. Will this expense only cover the cost of updates to all LAN (assuming LAN means Leadership Academy Network) and all elementary schools?

Response: The purpose of this project is to upgrade the aging infrastructure at 80 elementary schools. Rolling Hills ES and Overton Park ES are excluded from this project, as it received infrastructure upgrades during its new building construction.

D. Has the networking equipment already been updated at the middle schools and high schools, or will that be an additional expense later?

Response: Middle School infrastructure will be upgraded as part of CIP 2021. High school infrastructure upgrades will be implemented in two phases. Phase 1, encompassing 13 out of 16 high schools, will involve network upgrades this summer. We are requesting Board approval of Item 10.O, which pertains to the Phase 1 high school network upgrades, as part of the March 25th Board Meeting. The funding for Phase 1 is allocated under CIP 2017. The remaining 3 high schools will be upgraded in Phase 2, utilizing USAC E-rate

Moved by: Wallace Bridges

Seconded by: Quinton Phillips

Yes	Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges
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Carried 8-0

Trustee Dr. Camille Rodriguez made comments.

Transportation, Nathan Graf, Executive Director

- T. Approve Fleet Management Service Agreement
[Fleet Management.pdf](#) 

Moved by: Quinton Phillips

Seconded by: Dr. Camille Rodriguez

Yes	Anael Luebanos, Anne Darr, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, and Wallace Bridges
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No	Dr. Camille Rodriguez
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Trustee Kevin Lynch made comments.

11. ADJOURN

President Roxanne Martinez and Superintendent Dr. Karen Molinar made comments.

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

/s/ Cindy Hernandez
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
April 22, 2025

TOPIC: **APPROVE FIRST READING-REVISIONS TO BOARD POLICY**
 GKD(LOCAL)

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met regarding state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. District personnel update policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.

Policy recommendations:

- GKD(LOCAL): Non-school Use of School Facilities. The revised verbiage aligns with the current processes of renting District facilities to non-profit organizations and provides additional guidance in GKD(REGULATION).

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revisions to Board Policy GKD(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policy GKD(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

First Reading-Revisions to Board Policy GKD(LOCAL)

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:

All Schools, Departments and Stakeholders

RATIONALE:

GKD(LOCAL) has not been revised since 2009. The current policy no longer reflects the District's organizational structure and administrative responsibilities for the rental of district facilities. Additionally, the current policy contains criteria for use that limit the District's ability to best serve the Fort Worth ISD and City of Fort Worth communities. The current policy was submitted to TASB for review and recommendations. The review from TASB revealed that the current policy contains verbiage that does not align with current TASB recommendations. Furthermore, TASB recommended that a significant amount of this policy is better suited for GKD(REGULATIONS). Approval of these policies will update the language as recommended by TASB and/or District personnel.

Should GKD(LOCAL) be approved by the Board, the Department of Facility Planning and Rentals will revise GKD(REGULATIONS) and implement new procedures to reflect the changes in policy. These changes will be conveyed to all site administrators of district facilities via email, zoom, or in person meetings as appropriate prior to implementation.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
Mike Naughton, Executive Director, Operations

PROPOSED REVISIONS

Scope of Use

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

General Purpose

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

~~School buildings and property under control of the Board are provided primarily for the instruction of students under the direction of regularly employed teachers, and for the accompanying educational program of the respective schools. No other use shall be granted if such use interferes with regular school work, or with the activities during nonschool hours associated with the regular school program. The District, however, recognizes its obligations as a governmental, tax-supported organization to make its facilities available for public purposes to not-for-profit organizations.~~

Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

Nonprofit Fundraising

The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

For-Profit Use

The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.

Scheduling

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

	<p><u>Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM]</u></p> <p><u>The Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.</u></p>
Approval of Use	<p><u>The Superintendent is authorized to approve any nonschool use of any District facility.</u></p> <p>The principal is authorized to approve use of facilities on his or her campus in accordance with this policy. The Superintendent is authorized to approve use of District facilities. The Superintendent may authorize the use of facilities in the case of emergencies or disaster. Leases in excess of one fiscal year shall require Board approval.</p> <p>Approval shall not be granted for any purpose that would damage school property or to groups that are known to have damaged other rented property.</p> <p>[See CNB regarding nonschool use of District vehicles and FNAB regarding student group use of school facilities]</p>
<u>Emergency Use</u>	<p><u>In case of emergencies or disasters, the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.</u></p>
<u>Repeated Use</u>	<p><u>The District shall permit repeated use by any group or organization for nonschool purposes for no longer than one year. Leases in excess of one fiscal year shall require Board approval.</u></p>
<u>Use Agreement</u>	<p><u>Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.</u></p>
<u>Fees for Use</u>	<p><u>Nonschool users shall be charged a fee for the use of designated District facilities.</u></p> <p><u>The facility planning and rentals department shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.</u></p>
<u>Exceptions</u>	<p><u>Fees shall not be charged when District facilities are used:</u></p> <ol style="list-style-type: none"><u>1. For public meetings sponsored by state or local governmental agencies; or</u>

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

Required Conduct	<p><u>2. By District employee professional organizations. [See DGA]</u></p> <p><u>Persons or groups using District facilities shall:</u></p> <p><u>1. Conduct their business in an orderly manner.</u></p> <p><u>2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products <u>or e-cigarettes</u> on school property. [See GKA]</u></p> <p><u>3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.</u></p>
Priorities	<p><u>All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.</u></p> <p>Priorities for scheduling the use of school facilities shall be as follows:</p> <p>1. The regularly scheduled educational program, including instructional activities; meetings, practices, and performances of school-sponsored groups; and staff meetings related to official school business.</p> <p>2. Meetings and other activities of school support groups organized for the sole purpose of supporting the schools or school-sponsored activities [see GE].</p> <p>3. Meetings and other activities of groups made up primarily of school-aged children.</p> <p>4. Meetings of employee organizations [see DGA].</p> <p>5. Meetings of governmental agencies.</p> <p>6. Meetings of neighborhood associations.</p> <p>7. Meetings and other activities of not-for-profit organizations on a first-come, first-served basis.</p>
School-Related Activities	<p>Principals of the schools are authorized to grant the use of facilities in their respective schools for such functions as may be approved and/or sponsored by the District, school, or school organizations; these are groups 1, 2, and 4 above. The principal or designee shall supervise all such activities.</p>
Nonschool Use General	<p>Persons or organizations listed in 3, 5, 6, and 7 above desiring the use of any auditorium, gymnasium, or cafeteria in any public school building, or desiring the use of school grounds or other outdoor campus facilities, shall make application at least 15 business</p>

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

**Personnel, Utility
and Rental Fees**

~~days prior to the activity through the business office. The business office shall forward the request to the principal to determine the availability of such spaces.~~

~~The principal has the responsibility to determine the personnel (custodial, administrative, or others) necessary to facilitate the use of the building and/or grounds.~~

~~Organizations listed in groups 3, 4, and 6 above may request use of facilities and grounds and are exempt from payment of rental fees so long as meetings and activities are held at a time when appropriate personnel are available for supervision of the facility/activity. At other times, reimbursement for personnel expenses shall be charged in accordance with a fee schedule published by the division of business and finance. Reimbursements may likewise be charged for utilities and/or supplies.~~

~~Organizations listed in groups 5 and 7 above shall be charged rental fees in accordance with a rental fee schedule published by the division of business and finance.~~

~~The Superintendent or designee may waive fees in instances where it serves the best interest of the District.~~

~~Organizations listed in groups 3, 5, 6, and 7 shall sign, prior to use, an agreement holding the District harmless, and indemnifying the District in the event of property damage or bodily injury.~~

Use of Kitchens

~~The preparation of food in the school kitchens for purposes other than merchandising the same in due course of business is forbidden. On special occasions, the director of nutrition services, with the consent of the chief of District operations, may authorize the preparation of food in the kitchens to be served at gatherings of school officials or employees, the PTA/PTO, or other school-related or approved District activities.~~

~~In the case of parent teacher associations and other school related groups, the department of nutrition services shall prepare and serve meals "at cost" and shall permit the sponsor to add a reasonable profit to the cost in making the charge to the public, provided the net proceeds are used for school purposes. Such events shall be limited to one per organization per year.~~

~~Commercial caterers may be permitted to serve school groups using school facilities if prior approval is received from the chief of District operations. The caterer shall not be permitted to use the school kitchen to prepare the food. The caterer shall be required to provide liability insurance in amounts as determined by the division of business and finance.~~

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

**Use of Athletic
Facilities**

~~All requests for the use of the kitchen shall be made to the director of nutrition services at least 48 hours in advance of use.~~

~~Use of central athletic facilities (noncampus) shall be administered by the Superintendent through the division of business and finance and the director of athletics.~~

~~The following regulations govern the use of these facilities, unless exceptions are granted by the Board:~~

- ~~1. Facilities shall be restricted to use by District schools, other local schools, colleges, governmental agencies, and other groups as approved by the Superintendent or designee in the order named.~~
- ~~2. Application for the use of the facilities shall be made through the business office to the director of athletics for permission to use such space.~~
- ~~3. Schools other than those of the District may use the facilities only upon prepayment of fees, provided dates for use are available.~~
- ~~4. Fees for central athletic facilities paid by an approved group shall be deposited into the general fund, with the intent to be budgeted into the operating account of the department of athletics.~~

~~Athletic facilities shall be available without charge for UIL assigned athletic events (regional tournament or a regional meet.)~~

~~Athletic facilities shall also be available to UIL members seeking a neutral field for championship games, provided the dates of such games do not interfere with athletic activities that may be scheduled for the teams of the District. Athletic department personnel shall be assigned to supervise the facility/event. A rental fee and/or reimbursement for personnel expenses shall be charged in accordance with a fee schedule prepared by the director of athletics and published by the division of business and finance.~~

Prohibited Activities

~~No meeting or activity shall be permitted in a school building or on school grounds that is in any way contrary to the purpose of the District. Doctrines or theories that are subversive to the Constitution or laws of the state of Texas or of the United States of America shall not be advanced. Social or political change by violence shall not be advanced. Private, profit-making enterprises shall not be promoted. Lectures, musical comedies, theatrical productions, or any other assemblies that are, in the judgment of the Superintendent or designee, of a questionable nature shall not be permitted.~~

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

~~Required Conduct~~

~~Organizations using school facilities shall:~~

- ~~1. Conduct their business in an orderly manner.~~
- ~~2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products on school property.~~
- ~~3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.~~

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE A CONTRACT FOR OIL, GAS, AND MINERALS SERVICES

BACKGROUND:

The District utilizes a consultant on matters concerning the exploration, development, production, and sale of the District's oil and gas properties, including, but not limited to review of mineral leases, mineral options, gas purchase agreements, unitization agreements, processing agreements, and geophysical permits.

The District issued a Request for Proposal for services related to the management of oil, gas, and minerals. All qualified responses were evaluated by a committee to determine the vendor that provides the best value to the District. The initial contract term will begin June 1, 2025, through May 31, 2030, with the option to renew for five (5) additional one-year terms.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve a Contract for Oil, Gas, And Minerals Services
2. Decline To Approve a Contract for Oil, Gas, And Minerals Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve a Contract for Oil, Gas, And Minerals Services

FUNDING SOURCE: **Additional Details**

General Fund 199-41-6299-435

COST:

3.5% of mineral income and lease bonuses

VENDOR(S)/PROVIDER(S):

The Northern Trust Company

PURCHASING MECHANISM:

Competitive Solicitation
RFP 25-034

Solicitation/Proposal Statistics

Solicitation Number: 25-034

Number of Solicitations/Proposals received: 4

Compliant Solicitations: 2

The above solicitation has been evaluated in accordance with the Texas Education Code section 44.031. The provider listed above has been selected to support this contract.

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

Districtwide

RATIONALE:

Approval will assist in maximizing this particular non-tax revenue.

Three Years Historical Gross Revenue		
Ending 06.30.22	Ending 06.30.23	Ending 06.30.24
\$1,423,604.00	\$1,705,934.00	\$483,848.00

INFORMATION SOURCE:

Carmen Arrieta – Candelaria, Chief Financial Officer

ENERGY AND MINERALS MANAGEMENT SERVICES AGREEMENT

This **ENERGY AND MINERALS MANAGEMENT SERVICES AGREEMENT** (this "**Agreement**") is executed this 1st day of June, 2025, by and between *The Northern Trust Company* (hereinafter referred to as "**Northern**") and *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 ("**Owner**" or "**District**"). Owner and Northern may be collectively referred to as the "**Parties**" or individually as a "**Party**".

WITNESSETH:

WHEREAS, Owner owns certain oil, gas, and/or mineral interests ("**Mineral Interests**") contained on real property ("**Property**") further described in the attached Exhibit A; and

WHEREAS, Owner desires Northern to act as its representative in carrying out various responsibilities, including engaging qualified parties with the necessary expertise relating to the management, evaluation, and/or sale of the Mineral Interests, and Northern is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles, each of which is made a contractual part hereof, and of the mutual promises herein contained, the Parties do hereby agree as follows:

ARTICLE I SERVICES TO BE PERFORMED

SECTION 1.01

Owner hereby designates Northern as the service provider hereunder for the Mineral Interests, subject to the terms hereof. During the term of this Agreement, Northern shall have the exclusive right, mandate, and authority, to the Owner, to generally advise concerning the exploration for, development of, and production and sale of the oil and gas on the Property, including, but not limited to, review of mineral leases, mineral options, gas purchase agreements, unitization agreements, processing agreements, and geophysical permits. Notwithstanding the preceding sentence and any other provision to the contrary in this Agreement, the leases and other agreements shall be between Owner and the parties organized for or engaged in mineral interest production. Without limiting the foregoing, Northern shall promote the interests of Owner and perform the following specific services pertaining to the Mineral Interests (collectively, "**Services**");

(1) Reviewing any and all instruments in connection with the management of the Mineral Interests, including but not limited to request for bids for oil, gas or mineral leases, and making appropriate recommendations to Owner;

(2) Reviewing and making recommendations to the District regarding the executing of division orders or transfer orders. Owner's royalty interest will be confirmed during the review of all division and/or transfer orders. Reviewing all terms and conditions, and making recommendations to the District regarding the executing of unit operating or farmout agreements or any other contracts pertinent to the management of the Mineral Interests.

(3) Receiving, reviewing, and receipting payments on Owner's behalf in connection with the management of the Mineral Interests. This includes:

- a. Review of royalty interests;
- b. Review production volumes and confirm accuracy through DrillingInfo and/or the Texas Railroad Commission;
- c. Review of any and all fees/costs associated with the royalty payments. Northern will notify the District if any discrepancies and/or anomalies are detected;
- d. Enter all check detail (production volumes, sales price, gross and net revenue) into Northern's oil and gas accounting software.

(4) Presenting all lease and/or purchase offers, to and from Owner, in a timely manner regardless of whether the Mineral Interests are subject to a contract for sale;

(5) Disclosing to Owner, in a timely manner, any adverse material facts actually known by Northern;

(6) Counseling Owner as to any material benefits or risks of a transaction that are actually known by Northern;

(7) Advising Owner to obtain expert advice as to material matters about which Northern knows but the specifics of which are beyond the expertise of Northern;

(8) Accounting in a timely manner for all money and property received;

(9) Recommending and working with other professionals at the direction of Owner;

(10) Meeting with Owner at least once annually to present mineral revenue with a year-over-year analysis based on Owner's fiscal year.

Northern agrees and acknowledges that Northern has submitted responses to a District's Request for Proposal ("RFP") regarding the services provided under the Agreement, that Northern 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 Northern 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. The applicable RFP is RFP-034.

ARTICLE II NORTHERN'S COMPENSATION AND RELATED MATTERS

SECTION 2.01

(a) As compensation for providing Northern's Services as contemplated in ARTICLE I, Owner shall pay Northern according to the fee schedule contained in Exhibit B, which is attached to and made a part of this Agreement. Fees will be assessed quarterly and deducted from Owner's revenue and appropriately described in the monthly statement provided to Owner.

(b) In the event Northern is directed by Owner in writing to take on any additional responsibilities beyond the Services contemplated by this Agreement, the fees for such additional services shall be deducted from Owner's revenue and appropriately described in the monthly statement provided to Owner. Such fees shall be in accordance with Exhibit C.

ARTICLE III

TERM

SECTION 3.01 The Parties hereto agree that this Agreement is for a one (1) year period beginning June 1, 2025, which term shall renew automatically on an annual basis through May 31, 2030 unless terminated by either party pursuant to the terms contained herein. This Agreement may be renewed for up to four (4) additional one (1) year terms by mutual written agreement of the Parties. Either Party may cancel this Agreement at any time, for any or no reason, upon thirty (30) days' notice, by providing the other Party written notice of such intention. This Agreement shall be considered canceled and have no further force or effect five (5) days after receipt of any monies owed as provided for in Article II. At the end of such five-day period, this Agreement shall be considered ended and there will be no further responsibility of one party to the other from that period forward.

ARTICLE IV

FURTHER COVENANTS

SECTION 4.01 As part of the consideration for the execution of this Agreement, Owner agrees:

(a) To indemnify, defend and hold Northern and its directors, officers, servants, contractors, agents and employees harmless from and against any and all losses, damages or expenses, including, without limitation, reasonable attorneys' fees, relating to alleged or actual injury to persons or damage to property resulting from or occurring on or about the Property or any appurtenances thereto or improvements thereon as permitted by state statute and the Texas Constitution. Owner shall have no duty to hold harmless or indemnify Northern as provided for in this paragraph where such losses, damages or expenses incurred by Northern are directly attributable to the negligence or willful misconduct of Northern.

(b) To indemnify, defend and hold Northern, its directors, officers, servants, contractors, agents and employees harmless from and against any and all losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees and court costs, arising out of claims, demands or causes of action to which Northern may become liable in connection with the performance or nonperformance of the Services as permitted by state statute and the Texas Constitution. Owner shall have no duty to hold harmless or indemnify Northern as provided for in this paragraph where such losses, damages or expenses incurred by Northern are directly attributable to the negligence or willful misconduct of Northern.

(c) When approvals, consents or other acts are required of Owner hereunder, Northern may deal with and rely on the actions of any written designated representative of Owner acting for Owner. Owner shall provide Northern with an updated list of authorized representatives from time to time or upon Northern's request.

(d) It is expressly understood and agreed that the provisions of this SECTION 4.01 shall survive the termination of this Agreement. Nothing contained in this SECTION 4.01 shall relieve Northern from responsibility to Owner for, or require Owner to indemnify Northern against, any misapplication or misappropriation of funds.

SECTION 4.02

(a) NORTHERN AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES (COLLECTIVELY, "THE LIABILITIES"), ARISING OUT OF, CONNECTED WITH, OR RESULTING

FROM ANY ACTS OR OMISSIONS OF NORTHERN OR ANY AGENT, EMPLOYEE, SUB-CONTRACTOR, OR SUPPLIER OF NORTHERN IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

(b) 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.

(c) Northern understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

SECTION 4.03 Northern 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. Northern agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Northern 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.

SECTION 4.04 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 Northern as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Northern 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.

SECTION 4.05 All notices, requests, demands, consents or other communications given to any party hereunder, or in connection herewith, shall be in writing and shall be delivered personally or sent by email, overnight mail, registered mail or by certified mail, return receipt requested, postage prepaid, addressed to such party at its address set forth next to its signature below. Either party may, by notice, as aforesaid, change its address for all subsequent notices. Notices given by mail in compliance with the foregoing provision shall be deemed given two days after the date mailed, postage prepaid.

SECTION 4.06 Nothing contained in this Agreement or in the relationship of Owner and Northern shall be deemed to constitute a partnership, joint venture or any other relationship between them, except that of client and vendor.

SECTION 4.07 The Parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation before resorting to litigation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy. If the parties are unable to resolve the dispute, claim or controversy by mediation, the parties shall pursue litigation. This Agreement is made pursuant to, and shall be governed by and construed in accordance with, the laws of the State of Texas, with venue in Tarrant County.

SECTION 4.08 This Agreement shall not be amended or modified except by a writing signed by the parties.

SECTION 4.09 The failure to seek redress for violation, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement, shall not constitute a waiver

thereof, and the parties shall have all remedies provided herein and by applicable law with respect to any subsequent act, which would have originally constituted a violation.

SECTION 4.10 All indemnities shall survive the termination of this Agreement.

SECTION 4.11 This Agreement shall be binding upon Northern and Owner and inure to the benefit of Northern and Owner, and their respective successors and assigns.

SECTION 4.12 Hold Harmless. The District and its employees can neither agree to hold the Northern harmless nor agree to indemnify Northern, and any contracts or provisions to the contrary are void.

SECTION 4.13 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.

SECTION 4.14 Boycott Israel. Pursuant to Texas Government Code § 2271.002, to the extent Northern 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, Northern and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of this Agreement.

SECTION 4.15 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, Northern 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.

SECTION 4.16 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 Northern agrees that the Agreement may be terminated if Northern knowingly or intentionally fails to comply with a requirement of that subchapter.

SECTION 4.17 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. If Northern is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Northern 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.

SECTION 4.18 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. If Northern is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Northern 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.

SECTION 4.19 Assignment. The rights, responsibilities, and duties under this Agreement are personal to Northern and must not be transferred or assigned without the express prior written approval of the District.

SECTION 4.20 Insurance. Northern shall obtain insurance coverage and minimum limits of insurance outlined in this section.

- (a) Professional Liability (Errors & Omissions) Insurance with minimum limits of insurance of \$1,000,000 per occurrence or claim and \$1,000,000 annual aggregate.
- (b) Evidence of Insurance. Northern shall, prior to commencement of any services related to this Agreement, furnish the District Certificate(s) of Insurance executed by a duly authorized representative of respective insurer(s) showing compliance with insurance requirements set forth above.
- (c) Northern shall provide the District with thirty (30) days advance written notice prior to cancellation of any insurance policies required by this section.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties, as of the day and year first above written.

OWNER:

Signed by: Carmen Arrieta-Candelaria 3/14/2025
By: Carmen Arrieta-Candelaria

Addresses for Notices:

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

Attention: Darrell T. Edwards
Risk Management Department

NORTHERN:

THE NORTHERN TRUST COMPANY

By: [Signature]
Addresses for Notices:

The Northern Trust Company
P.O. Box 226270
Dallas, TX 75222-6270

Attention: Kevin Dunagan

STATE OF TEXAS)
) ss
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Carmen Arrieta-Candelaria, Chief Financial Officer who is/are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me and acknowledged that (s)he/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 2024.

(SEAL)

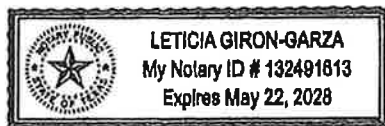
Notary Public

STATE OF TEXAS)
) ss:
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kevin Dunagan, personally known to me to be a Senior Vice President of THE NORTHERN TRUST COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that as such Senior Vice President, she signed and delivered the same instrument as Senior Vice President of The Northern Trust Company, as her free and voluntary act and the free and voluntary act and deed of The Northern Trust Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of March, 2024.

(SEAL)



[Signature]

Notary Public

EXHIBIT A PROPERTY LIST

PRODUCING MINERAL INTEREST TARRANT, TEXAS
100% MI 162.33 ACS 6 TRS FWISD
ROGERS E 1292
TARRANT TEXAS
ELEMENTARY SCH TRS E. ROGERS

PRODUCING MINERAL INTEREST TARRANT, TEXAS
FULL MI 28.2 ACS, BLKS 33 & 38 ROSEN HIGHTS FIRST FILING, BLKS 6,7, & 8 OF THEBAKER
HEIGHTS ADDITION, BLKS 3, 4, 5, 6,8, 9, 10 & 11 HAGAN HEIRS ADDN, TRAC T4 JOHN FLINT
SVY A-1889, TARRANT COUNTY, TX (NORTHSIDE HIGH SCHOOL)

PRODUCING MINERAL INTEREST TARRANT, TEXAS
FULL MI 3.03 ACS, JOHN BURSEY SVY A-128, TARRANT COUNTY, TX (WESTSIDE BUS BARN)

PRODUCING MINERAL INTEREST TARRANT, TEXAS
FULL MI 80.83 ACS J W CONER SVY A-255, L G TINSLEY SVY A-1523, J BAUGH SVY A-115, E
P PARRIS SVY A-1223, W W WILBURN SVY A-1639, E TAYLOR SVY A-1560, R RAMEY SVY A-1341

PRODUCING MINERAL INTEREST TARRANT, TEXAS
FULL MI 82.05485524 ACS LOTS 21 & 22 BLK 6, EASTBROOK ADDN, R R RAMEY SVY A-1341; LOTS 17-32
BLK 38, LOTS 1-32 BLK 45, LOTS 1-32 BLK 52, RYAN SOUTHEAST ADDN; LOTS 1 & 2 BLK 15, GLENWOOD ADDN; LOTS
1-11 & 26-36 BLK 21, LOTS 1-4 & 6-10 BLK 22, LOTS 1-13 BLK 33, LOTS 1-11 & 26-36 BLK 34, LOTS 1-11 & 26-36 BLK 35,
LOTS 1-15 BLK 36, LOTS 1-19 BLK 47, LOTS 1-11, 26 & 27 BLK 48, LOTS 10, 11 & 25027 BLK 49 RYAN SOUTHEAST ADDN

PRODUCING MINERAL INTEREST TARRANT, TEXAS
K11 50.044 ACS IN 1-9 TRACTS TR 1: 6.0300 ACS BLK 15, SABINE PLACE ADDN
TR 2: 9.0303 ACS, BLK 2, JARVIS HGHTS APTS ADDN
TR 3: 6.2213 ACS, BLK 1, LOT 1, MEACHAM MIDDLE SCHOOL SITE
TR 4: 1.9576 ACS, BLK 1, LOT 1, RODRIGUEZ ADDN
TR 5: 5.2189 ACS, A-580 SEBURN GILMORE SVY
TR 6: 15.0616 ACS, BLK 9, JARVIS HEIGHTS ADDN
TR 7: 1.0383 ACS, BLK 9, JARVIS HEIGHTS ADDN
TR 8: 2.1005 ACS, BLK9, LOTS 5-14, JARVIS HGTS ADDN
TR 9: 3.3861 ACS, BLK 39R, LOT 1 FOSTERCO HEIGHTS ADDN TARRANT CO, TX

PRODUCING MINERAL INTEREST TARRANT, TEXAS
K8 71.0430395 ACS
TR 1: 4.13223140 ACS, BLK 165 ROSEN HEIGHTS 2ND FILING ADDN
TR2: 7.65580000 ACS, BLK 152R, LOT 1, N FW ADDN
TR 3: 15.18000000 ACS, BLK 13 9A, LOT 1 N FW ADDN
TR 4: 3.94297670 ACS, BLK 85R, LOT 1, N FW ADDN
TR 5: 6.40200000 ACS, BLK 182, LOT 1R, MG ELLIS ADDN
TR 6: 3.25200000 ACS, BLK 216, LOTS 1R,2R & 3R, N FW ADDN
TR 7: 5.79340000 ACS, BLK 8R, LOT 1, MOODY ADDN
TR 8: 6.302 ACS, BLK 108, LOT 1R, ROSEN HGTS ADDN
TR 9: 4.7964 ACS, BLK 133R, LOT S, MG ELLIS ADDN
TR 10: 5.669 ACS, BLK 97, LOT1R, MG ELLIS ADDN
TR 11: 3.785 ACS, BL

PRODUCING MINERAL INTEREST
K5 23.86812796 ACS
TR 1: 5.923 ACS, BLK 18, LOT 1R, MASONIC HOME ADDN
TR 2: 6.0ACS, A-859, MITCHELL BLVD.
TR 3: 5.9449 ACS, BLK 3 SYCAMORE CREEK ADDN
TR 4 : 6.00022796 ACS, BLK A GLEN CRES S ADDN
TARRANT COUNTY, TX

PRODUCING MINERAL INTEREST TARRANT, TEXAS
FULL MI 48.69885201 ACS,
TRACT 1: 7.96656744 ACS, OAKHURST ELEM SCHOOL;
TRACT 2: 4.14118457 ACS, SPRINGDALE ELEMENTARY SCHOOL;
TRACT 3: 28.9291 ACS, RIVERSIDE HIGH SCHOOL/MIDDLE SCHOOL;
TRACT 4: 1.162 ACS, BONNIE BRAE ELEM SCHOOL;
TRACT 5: 6.5 ACS, RIVERSIDE APPLIED LEARNING CENTER

PRODUCING MINERAL INTEREST TARRANT, TEXAS

ENERGY AND MINERALS MANAGEMENT CUSTODY SERVICES AGREEMENT (01-16-2020)
NTAC:3NS-20

NTAC:3NS-20

FULL MI 4.12143159 ACS, LOT 1, BLK 1, TARRANT COUNTY COMMUNITY SERVICES FACILITY
ADDN, W H LITTLE SVY, A-945 & F G MULLIKEN SVY, A-1045, VOL A, PG 8239, TARRANT COUNTY, TX

PRODUCING MINERAL INTEREST TARRANT, TEXAS

FULL MI 32.7146156 ACS,

TRACT

1: 6.08360000 ACS, LUELLA MERRETT ELEM SCHOOL #157;

TRACT 2: 6.512 ACS, LEONARD

6TH GRADE CAMPUS #68;

TRACT 3: 7.997 ACS, RIDGLEA HILLS ELEM SCHOOL #156;

TRACT 4: 12.12201560 ACS, APPLIED LEARNING CENTER #55, INTERNATIONAL NEWCOMERS ACADEMY #62
TARRANT COUNTY, TX

PRODUCING MINERAL INTEREST TARRANT, TEXAS

FULL MI 35.20720104 ACS,

TRACT 1: 0.17504591 ACS, LOT 33-A, W E HAWKINS ADDN, JOHN VN RIPER SVY, A-1590, VOL 388-28, PG 327;

TRACT 2: 23.558 ACS, LOT 1R, BLK 1, POLYTECHNIC HIGH SCHOOL, J VAN RIPER SVY, A-1590, SLIDE A, CABINET 9617;

TRACT 3: 0.2787 ACS, LOTS 3 & 4, ANDERSON'S SUBDIVISION, J VAN RIPER SVY, A-1590M VOL 388, PG 43;

TRACT 4: 10.491 ACS, LOT 1, BLK 1, WM JAMES MIDDLE SCHOOL ADDN, J VAN RIPER SVY, A-1590, VOL A, PG 8028;

TRACT 5: 0.70445513 ACS, LOTS 1,2,3 4,5, WEST 10 FT OF LOT 6, BLK 7, BOAS & DILLOW ADDN, J VAN RIPER SVY

PRODUCING MINERAL INTEREST TARRANT, TEXAS

FULL MI 172.29 ACS,

TRACT 1: 5.944 ACS, BRUCE SHULKEY ELEM, JAMES SHIELDS SVY, A-1388, T&P RAIL ROAD CO SVY, A-1478, VOL 388-3 85;

TRACT 2: 9.7942 ACS, WESTCREEK ELEM, LOTS A & B, BLK 86, SOUTH HILLS ADDN, J M B SMITH SVY, A-1412, CABINET B,
SLIDE 106;

TRACT 3: 27.089 ACS, SOUTH HILLS HIGH SCHOOL, LOT A-R, BLK 10, SOUTHWEST HILLS ADDN, J M B SMITH SVY,

A-1412, VOL 13042, PG 497; TRACT 4: 16.4158 ACS, WEDGEWOOD MIDDLE SCHOOL

(TRACT A-BLK 116A, SOUTH HILLS ADDN, T & P RR CO SVY, A-1478, CABINET 388-40, PG

21; TRACT B-LOTS 1-11, BLK 158

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: CONNER, W D, ABS 301

PRODUCING MINERAL INTEREST TARRANT, TEXAS

K14

TRACT 1: ARLINGTON HEIGHTS HIGH SCHOOL:

29.041 ACRES, MORE OR LESS, BEING LOT 1, BLOCK 1, ARLINGTON HEIGHTS HIGH SCHOOL ADDITION, AN ADDITION TO THE
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING A PART OF THE HOLLINGWORTH AND BARNETT SURVEY, A-796, AS
DESCRIBED IN THAT CERTAIN PLAT, RECORDED IN VOLUME A, PAGE 8044, TARRANT COUNTY, TEXAS.

TRACT 2: ARLINGTON HEIGHTS HIGH SCHOOL I-30 RESERVATION

2.2391 ACRES, MORE OR LESS, OUT OF THE HOLLINGSWORTH AND BARNETT SURVEY, A-796, AS DESCRIBED IN THAT CERTAIN
WARRANTY DEED, RECORDED IN VOLUME 8896,

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: TUELL, J, ABS 1530

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: TINSLEY, L G, ABS 1523

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: RAMEY, R R, ABS 1342

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: HORN, M, ABS 691

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: ASHABRANNER, G J, ABS 7

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: WALLER, B E, ABS 1659

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: JENNINGS, J, ABS 851

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS, COUNTY: TARRANT, SURVEY: COLLINS, R, ABS 351

PRODUCING MINERAL INTEREST TARRANT, TEXAS

STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: MEADOWBROOK ELEMENTARY SCHOOL, BLK 1, LOT 1

ENERGY AND MINERALS MANAGEMENT CUSTODY SERVICES AGREEMENT (01-16-2020)

NTAC:3NS-20

NTAC:3NS-20

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: BBB&C RR CO, ABS 217
STATE: TEXAS, COUNTY: TARRANT, SURVEY: SWARTNOUT, S, ABS 1470

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: BEASLEY, F G, ABS 134

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: TRUIT, P M, ABS 1508

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: ASBURY, J, ABS

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: HARRIS, E S, ABS 688; LILLY B. CLAYTON, 8.207 ACRES, ES HARRIS SURVEY, A-688,
TARRANT CO., TX

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: WUTHRICK, U, ABS 1693

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: DAGGETT, E M, ABS 431

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: TANDY ADDITION

PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: JENNINGS, S G, ABS 843

PRODUCING OVERRIDING RI TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: HICKS, W, ABS 694
STATE: TEXAS, COUNTY: TARRANT, SURVEY: COLLETT, J, ABS 260

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
FULL MI 42.444 ACS WILLIAM BAKER SVY, A-145 & SEBURN GILMORE SVY, A-590, TARRANT COUNTY, TX (CEASAR CHAVEZ)

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: CONNER, W D, ABS 301

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: PARKSIDE ADDITION, BLK 5

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: SUBLETT, J W, ABS 1409

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: BALCH, J, ABS 82

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: TAYLOR, T B, ABS 1539

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: SUTHERLAND, E, ABS 1438

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: RAMEY, R R, ABS 1342

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: HORN, M, ABS 691

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: STINSON, A, ABS 1413

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: BASQUIS, J M, ABS 88

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: TAYLOR, T B, ABS 1539

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: ALTA MERE ADDITION, BLK 20

ENERGY AND MINERALS MANAGEMENT CUSTODY SERVICES AGREEMENT (01-16-2020)
NTAC:3NS-20

NTAC:3NS-20

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: COLLETT, J, ABS 261

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: WELCH, W, ABS 1644

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: SHIELDS, G, ABS 1402

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: EDWARDS, W, ABS 471

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: WELCH, W, ABS 1644

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: ELLIS, J N, ABS 463
STATE: TEXAS, COUNTY: TARRANT, SURVEY: WELCH, W, ABS 1644: 0.940 OF AN ACRE, MORE OR LESS, BEING A CALLED 0.688 OF AN ACRE, BEING LOTS 2,3,9,10,11 AND THE NORTH 25 FEET OF LOT 12, BLOCK C, GEORGE W. ARMSTRONG'S SUBDIVISION OF BLOCK D, MOODY AND MARTIN'S SUBDIVISION OF BLOCK 24, F1

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: CUMMINGS-BOAZ ADDITION, BLK 1, LOT 5R1

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: DULANY, D, ABS 411

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: ST CLAIR, J Q, ABS 1914
STATE: TEXAS, COUNTY: TARRANT, SURVEY: WUTHRICK, U, ABS 1693

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: CHAMBERS ADDITION

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: PHIPPS, C, ABS 1224

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: FOREST HILL ELEMENTARY SCHOOL, BLK 2, LOT 1
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: FOREST HILL ELEMENTARY SCHOOL, BLK 1R, LOT 1R

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: HAYNES, J W, ABS 768
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: EAST HANDLEY ELEMENTARY, BLK 1, LOT 1

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS (44), COUNTY: TARRANT (220), SUBDIVISION: MURRAY HILL ADDITION, BLK 17

NON-PRODUCING MINERAL INTEREST
WEST 35' OF LOT 9, EAST 15' OF LOT 10, BLOCK 60, HIGHLAND TO GLENWOOD ADDITION, TARRANT CO TX

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
STATE: TEXAS, COUNTY: TARRANT, SURVEY: WELCH, W, ABS 1644

NON-PRODUCING MINERAL INTEREST TARRANT, TEXAS
LOTS 11 & 12, BLOCK 7, VICKERY GARDEN
TARRANT CO TX

NON-PRODUCING MINERAL INTEREST
LOT 1, BLOCK A, MEADOWBROOK TERRACE
TARRANT CO TX

ENERGY AND MINERALS MANAGEMENT CUSTODY SERVICES AGREEMENT (01-16-2020)
NTAC:3NS-20

NTAC:3NS-20

EXHIBIT B
FEES FOR NORTHERN SERVICES

Based on the services and management you have requested, the following are the fees we propose for full management, which consists of:

- 1. Determination of Assets in Accounts
- 2. Supervision and Management of Mineral Assets
- 3. Collection of Revenues from Producing Assets
- 4. Review of Pertinent Contracts Including Operating Agreements, Gas Sales, Contracts, Unitization and Pooling Agreements, and Others
- 5. Negotiation of Leases, Farm outs, Gas Purchase Contracts, and Similar Proposals
- 6. Regular Property Reviews
- 7. Monthly Revenue Accounting and Reporting
- 8. Quarterly Reporting and presentations to Client

Collection of Gross Receipts From Nonworking Interests	3.5%
Collection of Gross Receipts from Working Interests	N/A
Annual Holding Fees Per Non-Producing Property	waived
Annual Holding Fees Per Producing Property	waived
Division Order Review	waived

Additional fees would include:

- 3.5% of lease bonus received
- Fee charged by 3rd Party for any Owner-directed outside professional services (ie - detailed valuation services) will be deducted from Owner's revenue and paid to said 3rd Party with no additional fees charged by Northern Trust. Such Owner requests must be in writing.

EXHIBIT C
FEEES FOR ADDITIONAL SERVICES

Charges are based on the following corporate hourly rates.

Position	Hourly Rate
Division Head/ Sr. Vice President	\$295
Vice President	\$270
Second VP	\$225
Officer	\$195
Non-Officer	\$160

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING MARCH 31, 2025

BACKGROUND:

The 2024-2025 General Fund was initially adopted on June 11, 2024. During the month ending March 31, 2025, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

This amendment also includes transfers between functions 11, 12, 13, 21, 23, 31, 32, 33, 36, 41, 51, 52, 53, and 61 to purchase instructional materials during GAP year and cover payroll through the end of the fiscal year 2025 .

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 PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve the Budget Amendment for the Period Ended March 31, 2025
2. Decline to Approve the Budget Amendment for the Period Ended March 31, 2025
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Budget Amendment for the Period Ended March 31, 2025

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)/ Departments

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

2024-2025 General Fund

	Consolidated General Fund 2024-2025 Adopted Budget	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 03/31/2025
REVENUE & OTHER SOURCES			
5700 Local Revenue	\$449,944,446	\$0	\$449,944,446
5800 State Revenue	\$372,675,608	\$0	\$372,675,608
5900 Federal Revenue	\$11,103,057	\$0	\$11,103,057
7900 Other Sources	\$1,100,000	\$0	\$1,100,000
Total Revenue & Other Sources	\$834,823,111	\$0	\$834,823,111
EXPENDITURES			
11 Instruction	\$469,151,770	\$879,964	\$470,031,734
12 Instruction Resources and Media Services	\$10,866,374	(\$253,456)	\$10,612,918
13 Curriculum and Instructional Staff Development	\$10,020,808	\$1,422,015	\$11,442,823
21 Instructional Administration	\$15,609,219	\$132,513	\$15,741,732
23 School Administration	\$50,729,062	\$86,076	\$50,815,138
31 Guidance and Counseling Services	\$42,137,902	\$153,467	\$42,291,369
32 Social Work Services	\$3,994,657	(\$64,044)	\$3,930,613
33 Health Services	\$12,663,334	(\$165,579)	\$12,497,755
34 Student Transportation	\$31,536,287	\$0	\$31,536,287
35 Food Services	\$411,458	\$12,708	\$424,166
36 Cocurricular/Extracurricular Activities	\$21,206,073	\$243,388	\$21,449,461
41 General Administration	\$27,058,990	\$285,659	\$27,344,649
51 Plant Maintenance and Operations	\$105,351,116	(\$3,006,089)	\$102,345,027
52 Security and Monitoring Services	\$18,140,858	(\$1,162,475)	\$16,978,383
53 Data Processing Services	\$34,890,025	(\$144,328)	\$34,745,697
61 Community Services	\$4,550,231	\$153,872	\$4,704,103
71 Debt Service	\$2,100,000	\$0	\$2,100,000
81 Facilities Acquisition & Construction	\$9,098,038	\$1,426,309	\$10,524,347
91 Contracted Instructional Services between Public Schools	\$8,154,673	\$0	\$8,154,673
95 Payments to Juvenile Justice Alt Ed Program	\$36,000	\$0	\$36,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,027,907	\$0	\$3,027,907
Total Budgeted Expenditures	\$880,734,782	\$0	\$880,734,782
Total Deficit	(\$45,911,671)	\$0	(\$45,911,671)
Beginning Fund Balance (Audited)	374,458,061		374,458,061
Fund Balance-Ending (Unaudited)	\$328,546,390	\$0	\$328,546,390

Explanations

	March 31, 2025	Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 199 - Textbook purchase during GAP year	700,000		
	Fund 199 - To cover payroll through the end of fiscal year 2025	179,964		
	Overall effect on Function 11	879,964	0	879,964
12	Fund 199 - To cover payroll through the end of fiscal year 2025		253,456	
	Overall effect on Function 12	0	253,456	(253,456)
13	Fund 199 - To cover payroll through the end of fiscal year 2025	1,378,067		
	Campus/Dept. normal course of District operations	43,948		
	Overall effect on Function 13	1,422,015	0	1,422,015
21	Fund 199 - To cover payroll through the end of fiscal year 2025	132,513		
	Overall effect on Function 21	132,513	0	132,513
23	Fund 199 - To cover payroll through the end of fiscal year 2025	86,076		
	Overall effect on Function 23	86,076	0	86,076
31	Fund 199 - To cover payroll through the end of fiscal year 2025	130,953		
	Campus/Dept. normal course of District operations	22,514		
	Overall effect on Function 31	153,467	0	153,467
32	Campus/Dept. normal course of District operations		64,044	
	Overall effect on Function 32	0	64,044	(64,044)
33	Fund 199 - To cover payroll through the end of fiscal year 2025		143,651	
	Campus/Dept. normal course of District operations		21,928	
	Overall effect on Function 33	0	165,579	(165,579)
35	Campus/Dept. normal course of District operations	12,708		
	Overall effect on Function 35	12,708	0	12,708
36	Fund 199 - To cover payroll through the end of fiscal year 2025	243,388		
	Overall effect on Function 36	243,388	0	243,388
41	Fund 199 - To cover payroll through the end of fiscal year 2025	285,659		
	Overall effect on Function 41	285,659	0	285,659
51	Fund 199 - To cover payroll through the end of fiscal year 2025		1,024,483	
	Fund 198 - Playground projects		485,893	
	Funda 198 - Replace HVAC system at elementary campus		1,495,713	
	Overall effect on Function 51	0	3,006,089	(3,006,089)
52	Fund 199 - To cover payroll through the end of fiscal year 2025		1,162,475	
	Overall effect on Function 52	0	1,162,475	(1,162,475)
53	Fund 199 - To cover payroll through the end of fiscal year 2025		91,992	
	Campus/Dept. normal course of District operations		52,336	
	Overall effect on Function 53	0	144,328	(144,328)
61	Fund 199 - To cover payroll through the end of fiscal year 2025	103,602		
	Campus/Dept. normal course of District operations	50,270		
	Overall effect on Function 61	153,872	0	153,872
81	Fund 198 - Replace HVAC RTU at elementary campus	1,426,309		
	Overall effect on Function 81	1,426,309	0	1,426,309
	Total	4,795,971	4,795,971	0

FORT WORTH INDEPENDENT SCHOOL DISTRICT



**SUMMARY OF 2024-2025 BUDGET AMENDMENTS
CONSOLIDATED GENERAL FUND**

	ORIGINAL	ADD/ SUBTRACT	8/31/2024	ADD/ SUBTRACT	9/30/2024	ADD/ SUBTRACT	10/31/2024	ADD/ SUBTRACT	11/30/2024	ADD/ SUBTRACT	12/31/2024	ADD/ SUBTRACT	1/31/2025	ADD/ SUBTRACT	2/28/2025	ADD/ SUBTRACT	3/31/2025
Revenue and Other Sources																	
5700 Local Revenue	\$462,655,095	\$ -	\$462,655,095	\$ -	\$462,655,095	\$ -	\$462,655,095	\$ -	\$462,655,095		\$462,655,095	(\$15,709,290)	\$446,945,805	\$2,998,641	\$449,944,446		\$449,944,446
5800 State Revenue	347,499,942	660,000	\$348,159,942	\$ -	\$348,159,942	\$ -	\$348,159,942	\$ -	\$348,159,942		\$348,159,942	\$23,320,428	\$371,480,370	\$1,195,238	\$372,675,608		\$372,675,608
5900 Federal Revenue	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057		\$16,403,057	(\$3,400,000)	\$13,003,057	(\$1,900,000)	\$11,103,057		\$11,103,057
7900 Other Sources		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$600,000	\$600,000	\$500,000	\$1,100,000		\$1,100,000
Total Revenue & Other Sources	\$826,558,094	\$660,000.00	827,218,094	\$ -	827,218,094	\$ -	827,218,094	\$ -	827,218,094	\$ -	827,218,094	\$ 4,811,138	832,029,232	\$ 2,793,879	834,823,111	\$ -	834,823,111
Expenditures																	
11 Instruction	\$459,832,354	\$5,522,068	465,354,422	\$ 79,232	\$ 465,433,654	\$ 52,061	\$465,485,715	\$ 993,805	\$466,479,520	\$ 86,324	\$ 466,565,844	\$ 1,664,532	\$468,230,376	\$ 921,394	\$469,151,770	\$ 879,964	\$470,031,734
12 Instructional Resources and Media Services	10,596,117	-	10,596,117	(75,120)	10,520,997	10,135	10,531,132	-	10,531,132	302,333	10,833,465	33,758	10,867,223	(849)	10,866,374	(253,456)	10,612,918
13 Curriculum and Instructional Staff Development	9,230,997	-	9,230,997	44,126	9,275,123	(2,976)	9,272,147	(2,500)	9,269,647	611,507	9,881,154	25,517	9,906,671	114,137	10,020,808	1,422,015	11,442,823
21 Instructional Administration	15,680,681	-	15,680,681	(143,355)	15,537,326	204,865	15,742,191	20,000	15,762,191	(119,716)	15,642,475	4,282	15,646,757	(37,538)	15,609,219	132,513	15,741,732
23 School Administration	50,502,537	-	50,502,537	(22,769)	50,479,768	(24,580)	50,455,188	6,649	50,461,837	177,095	50,638,932	(40,167)	50,598,765	130,297	50,729,062	86,076	50,815,138
31 Guidance and Counseling Services	43,158,592	-	43,158,592	37,411	43,196,003	(56,369)	43,139,634	6,410	43,146,044	(1,027,267)	42,118,777	18,881	42,137,658	244	42,137,902	153,467	42,291,369
32 Social Work Services	3,059,973	-	3,059,973	(36,962)	3,023,011	-	3,023,011	-	3,023,011	976,725	3,999,736	1,921	4,001,657	(7,000)	3,994,657	(64,044)	3,930,613
33 Health Services	12,532,797	-	12,532,797	98,000	12,630,797	(210)	12,630,587	6,420	12,637,007	300	12,637,307	(334)	12,636,973	26,361	12,663,334	(165,579)	12,497,755
34 Student Transportation	23,488,331	8,239,895	31,728,226	(155,667)	31,572,559	-	31,572,559	4,046	31,576,605	(8,818)	31,567,787	-	31,567,787	(31,500)	31,536,287	-	31,536,287
35 Food Services	384,036	-	384,036	4,500	388,536	2,567	391,103	-	391,103	20,136	411,239	(2,939)	408,300	3,158	411,458	12,708	424,166
36 Cocurricular/Extracurricular Activities	20,757,789	147,082	20,904,871	(2,468)	20,902,403	6,679	20,909,082	-	20,909,082	189,183	21,098,265	34,591	21,132,856	73,217	21,206,073	243,388	21,449,461
41 General Administration	26,765,833	25,000	26,790,833	(110)	26,790,723	(200,430)	26,590,293	-	26,590,293	554,147	27,144,440	80,550	27,224,990	(166,000)	27,058,990	285,659	27,344,649
51 Plant Maintenance and Operations	105,379,558	6,166,455	111,546,013	(5,089,020)	106,456,993	(1,803,913)	104,653,080	-	104,653,080	(1,148,880)	103,504,200	34,369	103,538,569	1,812,547	105,351,116	(3,006,089)	102,345,027
52 Security and Monitoring Services	17,969,059	47,458	18,016,517	11,632	18,028,149	671	18,028,820	6,191	18,035,011	927	18,035,938	1,808	18,037,746	103,112	18,140,858	(1,162,475)	16,978,383
53 Data Processing Services	26,117,249	3,450,251	29,567,500	5,248,070	34,815,570	-	34,815,570	(1,008,521)	33,807,049	-	33,807,049	1,648,576	35,455,625	(565,600)	34,890,025	(144,328)	34,745,697
61 Community Services	4,617,764	-	4,617,764	2,500	4,620,264	1,500	4,621,764	(32,500)	4,589,264	(69,533)	4,519,731	65,000	4,584,731	(34,500)	4,550,231	153,872	4,704,103
71 Debt Service	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000
81 Facilities Acquisition & Construction	1,130,000	4,824,869	5,954,869	-	5,954,869	1,810,000	7,764,869	-	7,764,869	-	7,764,869	(21,269)	7,743,600	1,354,438	9,098,038	1,426,309	10,524,347
91 Contracted Instructional Services between Public Sch	8,154,673	-	8,154,673	-	8,154,673	-	8,154,673	-	8,154,673	-	8,154,673	-	8,154,673	-	8,154,673	-	8,154,673
95 Payments to Juvenile Justice Alt Ed Program	36,000	-	36,000	-	36,000	-	36,000	-	36,000	-	36,000	-	36,000	-	36,000	-	36,000
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	2,714,103	313,804	3,027,907	-	3,027,907	-	3,027,907	-	3,027,907	-	3,027,907	-	3,027,907	-	3,027,907	-	3,027,907
Total Budgeted Expenditures	\$844,208,443	28,736,882	\$872,945,325		\$ 872,945,325		\$872,945,325		\$872,945,325	544,463	\$ 873,489,788	3,549,076	\$877,038,864	\$ 3,695,918	\$880,734,782	\$ -	\$880,734,782
Total Deficit	\$ (17,650,349)	(28,076,882)	\$ (45,727,231)		\$ (45,727,231)		\$ (45,727,231)		\$ (45,727,231)	(544,463)	\$ (46,271,694)	1,262,062	\$ (45,009,632)	\$ (902,039)	\$ (45,911,671)	\$ -	\$ (45,911,671)
Beginning Fund Balance (Audited)	374,458,061		374,458,061		374,458,061		374,458,061		374,458,061		374,458,061		374,458,061		374,458,061		374,458,061
Fund Balance - Ending (Unaudited)	\$356,807,712	(\$28,076,882)	\$328,730,830		\$328,730,830		\$328,730,830		\$328,730,830	(\$544,463)	\$328,186,367	\$1,262,062	\$329,448,429	(\$902,039)	\$328,546,390		\$328,546,390

**CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025**

TOPIC: APPROVE RENEWAL OF THE DISTRICT'S INTERNAL FINANCE FUNDS ACCOUNTING SOFTWARE SYSTEM SCHOOLCASH ONLINE

BACKGROUND:

The District's Internal Finance Funds account for approximately \$6M annually, managed across school campuses. The SchoolCash Online software was initially implemented for the 2022-2023 school year. As the initial three-year contract with KEV Group nears its conclusion, a one-year renewal with the successor vendor is required. Additionally, the proposed contract will include the purchase of 43 new online point-of-sale devices, enabling the District and schools to accept debit and credit card payments for goods and services to help the District convert cash transactions to online sales.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Renewal of the District's Internal Finance Funds Accounting Software System SchoolCash Online.
2. Decline to Approve Renewal of the District's Internal Finance Funds Accounting Software System SchoolCash Online.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of the District's Internal Finance Funds Accounting Software System SchoolCash Online.

FUNDING SOURCE: **Additional Details**

General Fund	199-41-6399-420
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COST:

One Year Renewal Cost \$143,926.71

VENDOR(S)/PROVIDER(S):

KEV Group

PURCHASING MECHANISM:

Cooperative Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative Agreement. Pricing obtained through the Omina Partner Region 4 Service Center, Contract R190103. The recommended vendor is listed above.

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

FWISD Campuses
Accounting Department
Internal Audit Department

RATIONALE:

Approval of the renewal of the District's Internal Funds Accounting Software System, SchoolCash Online, will ensure the continued use of a cloud-based and vendor-hosted activity fund solution, delivering enhanced benefits to administration, campuses, and parents. These benefits include:

1. Integration with FOCUS (Student Information System)
2. Improved auditing capabilities
3. Point-of-sale devices
4. Online payment portal
5. Parent access to student account information
6. SchoolCash Online Payment System, allowing the District to transition from cash receipts to online payments

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

**Addendum
To
“Statement of Work”
Between
KEV Group Inc. and Fort Worth Independent School District**

An Agreement made on May 1, 2022 (the “Effective Date”) and amended on February 7, 2024.

BETWEEN:

Client:

Fort Worth Independent School District,
7060 Camp Bowie West Boulevard,
Fort Worth, TX, 76116

AND

Service Provider:

KEV Group Inc.
3000 S Hulen Street Suite 124-562
Fort Worth, TX, 76109

Now, therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced agreement/contract. The following provisions and covenants are in addition to prior agreements, and where there is a conflict between provisions of this addendum and the provisions set forth in the Statement of Work (hereinafter referred to as “Service Agreement”) 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 (hereinafter referred to as “**Client**”) and **KEV Group Inc.** (hereinafter referred to as “**Provider**”) or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

**APPLICATION SERVICE AGREEMENT
TERMS AND CONDITIONS**

1. This addendum to the above-referenced Service Agreement is made and entered into by and between Client, a body corporate politic under the laws of Texas, and the Provider.
2. For the purpose of this Addendum the Service Agreement documents referenced above consist of eighty (80) pages.
3. The following schedule will be in addition to “Schedule A – Fees” in the Service Level Agreement.
4. The term of this addendum shall be in effect for one (1) year (the “Term”), until June 31, 2026. Thereafter, a mutual written agreement is needed to exercise the one year renewal options.

SCHEDULE A**Fees**

School Year	Products	Quantity	Price
2025-2026	SCM/SCO – SchoolCash Management & SCO	1	\$116,069.93
	SIS – Student Information System Integration	1	\$4,564.46
	POS – KEV POS with Wireless Data	43	\$23,292.32
	Forms+ - Trial of 3 digital forms	1	\$0.00
	TOTAL	\$143,926.71	

****Payment Terms**

The annual recurring software fee of \$143,926.71 will be due on July 1, 2025, following the receipt of a valid invoice in accordance with the Texas Prompt Payment Act.

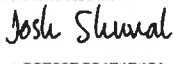
EXECUTED in duplicate this the ____ day of _____, 2025.

CLIENT:
Fort Worth Independent School District

PROVIDER:
KEV Group Inc.


CFO

Superintendent

DocuSigned by:

B5E99DC24F4D45A...

Joshua Shuval
Director of Operations and Risk Management

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE SUBMISSION OF TEXAS ESSENTIAL KNOWLEDGE AND SKILLS (TEKS) CERTIFICATION

BACKGROUND:

School districts and charter schools are required to certify annually to the State Board of Education and the Commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charters must submit certifications to receive access to order instructional materials through the Educational Materials Ordering System (EMAT). The certification must be approved by the School Board prior to submission.

STRATEGIC PRIORITY:

3 - Employee Effectiveness and Retention

ALTERNATIVES:

1. Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification
2. Decline to Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Submission of Texas Essential Knowledge and Skills (TEKS) Certification

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:

District - Wide

RATIONALE:

Board approval of the Texas Essential Knowledge and Skills Certification will allow the District to purchase instructional materials in a timely manner.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Certification of Provision of Instructional Materials Survey 2025–26

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Survey Pre-Work

2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

Certification 2025–26 Form:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

Certification 2025–26 Survey:

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA's board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
 - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
 - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year's submission, LEAs may request a copy of their previous year's submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

Review Terminology

Additional Supports

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

About the Qualtrics Survey

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

Certification 2025–26 Survey

Background Information

QUESTION 1.0: Name of person completing this form

Alexander Flores

QUESTION 1.1: Your email address

alexander.flores1@fwisd.org

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- ☒ Instructional Materials Coordinator
- ☐ Curriculum Director
- ☐ Principal
- ☐ Administrative Assistant
- ☐ Superintendent
- ☐ Other

LEA Information

QUESTION 2.0: Region #

Region 11

QUESTION 2.1: LEA name and number

Fort Worth ISD #220905

QUESTION 2.2: Superintendent's name

Dr. Karen C. Molinar

QUESTION 2.3: Superintendent's email address

karen.molinar@fwisd.org

QUESTION 2.4: School board president's or governing body's name

Roxanne Martinez

QUESTION 2.5: School board president's or governing body's email address

roxanne.martinez@fwisd.org

QUESTION 2.6: Date of the school board meeting at which the Certification Form was presented and approved?

March 25, 2025

Reading Language Arts Certification

Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

☒ Yes

☐ No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA and/ or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify Texas K-5 Elementary Literacy Program

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K–5) in their classroom on a regular basis?

Amplify Texas K-5 Elementary Literacy Program student count 30,660

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K–3) in their classroom on a regular basis?

Amplify Texas K-5 Elementary Literacy Program student count 20,115

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

☒ Yes

☐ No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify Texas K-5 Elementary Literacy Program Spanish Language Arts & Reading

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K–5) in their classroom on a regular basis?

Amplify Texas K-5 Elementary Literacy Program Spanish Language Arts & Reading

There are an estimated 12, 105 students

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K–2) in their classroom on a regular basis?

Amplify Texas K-5 Elementary Literacy Program Spanish Language Arts & Reading

There are an estimated 6,250 students

English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

☒ Yes

☐ No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

SAVVAS Realize My Perspectives ELA Grades 6-8

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.

☒ Yes

☐ No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill Study Sync ELAR 9-12

ThinkCERCA 9-12 (Supplemental materials)

Mathematics Certification

Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms? ?

☒ Yes

☐ No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Great Minds – Eureka Math, Equip, and Affirm

Dreambox for K-5

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

Great Minds – Eureka Math, Equip, and Affirm

Dreambox for K-5

30,600

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Carnegie Learning/Carnegie Texas Math, Mathia

MATHia

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

Carnegie Learning/Carnegie Texas Math, Mathia

MATHia

15,500

Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

☒ Yes

☐ No

Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

College Board SpringBoard/Honors Algebra 1

HMH Geometry and Algebra I & II

Springboard Precalculus

ALEKS

Social Studies Certification

Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

☒ Yes

☐ No

Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

SAVVAS Realize Texas myWorld Social Studies Grades K-5

Social Studies 6–8 TEKS Coverage Certification

QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Social Studies 6–8 Instructional Materials

QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Cengage Learning World Cultures and Geography Grade 6

HMH Texas History Grade 7

HMH United States History Grade 8

The DBQ Company 6-8

Social Studies 9–12 TEKS Coverage Certification

QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials)

☒ Yes

☐ No

Social Studies 9–12 Instructional Materials

QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill World Geography, World History, U.S. History, Government, Economics, Psychology, Sociology, 9-12

HMH Sociology

The DBQ Company 9-12

Science Certification

Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

- ☒ Yes
☐ No

Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

- ☒ Yes
☐ No

Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

HMH - Texas Into Science
HMH - Texas Arriba las Ciencias
Discovery Education

Science 6–8 TEKS Coverage Certification

QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Science 6–8 Instructional Materials

QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas – Texas Experience Science 6-8
Discovery Education

Science 9–12 TEKS Coverage Certification

QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

☒ Yes

☐ No

Science 9–12 Instructional Materials

QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas – Texas Experience Biology, Chemistry, Physics
Activate Learning – Texas Integrated Physics and Chemistry
Cengage – Earth Systems, Astronomy
McGraw Hill – Environmental Systems
TPS - Aquatic Science

Children's Internet Protection Act

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

☒ Yes

☐ No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

☒ Yes

☐ No

QUESTION 35.1:

If "Yes" is selected: In which subject area(s) have you used the TRR to obtain information about the quality of products? *

☒ English Reading Language Arts

☒ Spanish Reading Language Arts

☒ English Phonics

☒ Spanish Phonics

☒ Mathematics

QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)*

0. ☐

1. ☐

2. ☐

3. ☐

4. ☐

5. ☐

6. ☐

7. ☐

8. ☒

9. ☐

10. ☐

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STAAR Interim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div>Insert here</div>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div>Insert here</div>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<div>Insert here</div>			

Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

Other Certified Subject Areas

QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:

[multiple select]

- ☒ Career & Technical Education
- ☒ Fine Arts
- ☒ Health
- ☒ Technology Applications
- ☒ English Language Proficiency Standards
- ☒ Languages Other Than English
- ☐ None

District County Number (6-digit ID):

220905

District Name:

Fort Worth ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

March 25, 2025

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT
COUNTY COLLEGE DISTRICT FOR THE WESTERN HILLS HIGH
SCHOOL EARLY COLLEGE HIGH SCHOOL PROGRAM**

BACKGROUND:

In accordance with and under the authority of the Texas Education Code Section 29.908 and 61.076 and the Rules and Regulations of the Texas Higher Education Coordinating Board, high school students may enroll in university and college courses and receive simultaneous academic credit from both the university and the high school.

The Memorandum of Understanding (MOU) is set to initiate the Early College High School (ECHS) programming at Western Hills High School (WHHS) in accordance with the legislative grant of authority for an ECHS in the Texas Education Code and with the Texas Higher Education Coordinating Board Rules codified under the Texas Administrative Code. In addition to the educational programming at WHHS, the ECHS program will provide students with the opportunity to earn up to 60 college hours and an associate's degree.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for the Western Hills High School Early College High School Program
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for the Western Hills High School Early College High School Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for the Western Hills High School Early College High School Program

FUNDING SOURCE: **Additional Details**

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Tarrant County College District

PURCHASING MECHANISM:

Interlocal Agreement

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

Western Hills High School

RATIONALE:

Approval of this MOU will allow Fort Worth ISD to provide an ECHS at WHHS. This will continue the mutually beneficial partnership that has been established with TCC. TCC will provide dual credit courses to students who are considered to be traditionally underserved. This ECHS partnership will recruit students who may be at-risk, economically disadvantaged, served by an individualized education/504 plan, or first-generation college students. Additionally, many of these students may be over-age, under-credited, or Emergent Bilingual who may have trouble transitioning into postsecondary education after graduation. If these programs did not exist, many of these students may not have the same educational opportunities as their peers. The result of this agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school leading to a post-secondary degree and/or certificate.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
WESTERN HILLS EARLY COLLEGE HIGH SCHOOL**

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

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the [2025-2028] academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

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

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

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

[WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.] If P-TECH

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

Memorandum of Understanding between
Tarrant County College District
Fort Worth Independent School District

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on [June 30, 2028], unless otherwise amended.
- c) Each academic year the FWISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

2. Guiding Principles: The College and [FWISD] will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and [FWISD] that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of [FWISD].
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and FWISD agree to a recommended minimum of 15 students per class; exceptions can be approved by Vice President for Academic Affairs.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to [FWISD's] and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, [FWISD] and the College.
- (2) The FWISD ECHS Lead Administrator
 - a. Within the rules and guidelines established by TEA and [FWISD], will have the authority to implement and supervise:
 - i. Campus Governance;

- ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of [FWISD];
 - c. Will report to the [FWISD] superintendent or his/her designee through the established [FWISD] governance structure;
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of [FWISD] and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of [FWISD] and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

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

C. Duties of College:

The College shall have the following duties:

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

- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per [FWISD] and state and federal requirements in which students may eat lunch/meals that [FWISD] provides;
- (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success

D. Duties of [FWISD]:

[FWISD] shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments
- (2) Pay the salaries of [FWISD] instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all [FWISD] high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

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

F. Faculty: FWISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by [FWISD] and College. To teach in the ECHS, [FWISD] employees must

meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS employed by [FWISD] will be evaluated annually by the [FWISD], using [FWISD] guidelines and accordance with [FWISD] School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The FWISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

I. Student Learning Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by [FWISD].
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by [FWISD].
- (4) College approved textbooks purchased by [FWISD] for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by [FWISD].

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of [FWISD]. [FWISD] will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. [FWISD] will ensure that the student handbook (referenced below) provided

to ECHS parents and students clearly sets forth the process and [FWISD's] authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

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

L. Instructional Calendar:

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

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

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and Clery
- Policies and procedures of [FWISD];
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by [FWISD] and approved by the College;
- Procedures listed in a teachers manual prepared by [FWISD] and approved by the College;

- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

Both parties shall provide access to the documents reference above.

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

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

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

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

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

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

4. Indemnification: To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and

all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending [June 30, 2028]. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and [FWISD] shall review this MOU and may renew this MOU on approval of the College and [FWISD].
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of [FWISD], the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.
- 7. Discontinuation of Operation:**
 - A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
 - D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
 - E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.
- 8. Assignment:** No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

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

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

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

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

13. Miscellaneous Provisions:

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

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and [FWISD] acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.


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

Dr. Karen Calvert Molinar
Superintendent,
Fort Worth Independent School District

Date

Dr. Shelley Pearson
Vice Chancellor and Provost,
Tarrant County College District

Date

Approved as to Form : 
FWISD Legal Services

04/07/2025
Date

Approved as to Form : _____
TCCD Legal Services

Date

Signed by:

8129C81585BB455...

4/4/2025

Mohammed Choudhury
Deputy Superintendent, Learning and Leading
Fort Worth Independent School District

Date

FORT WORTH ISD- WESTERN HILLS HS EARLY COLLEGE HIGH SCHOOL COURSE CROSSWALK

9 th Grade		10 th Grade		11 th Grade		12 th Grade	
HIGH SCHOOL	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II (OR)	Geometry or Algebra II (OR)	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics
	AP Human Geography	AP Human Geography	AP World History	AP World History	US History (OR)	US History (OR)	Economics
	Biology	Biology	Chemistry	Chemistry	Physics (OR)	Physics (OR)	4 th Year Science; Biology (OR)
	PE	Health	Elective	Elective	Elective	Elective	Elective
COLLEGE	<input type="checkbox"/> SPAN 1411 (PEIMS CODE: 03440100) or <input type="checkbox"/> FREN 1411 (PEIMS CODE: 03410100)	<input type="checkbox"/> SPAN 1412 (PEIMS CODE: 03440200) or <input type="checkbox"/> FREN 1412 (PEIMS CODE: 03410200)	<input type="checkbox"/> SPAN 2311 (PEIMS CODE: 034440300)	<input type="checkbox"/> SPAN 2312 (PEIMS CODE: 034440300)	<input type="checkbox"/> *ENGL 1301 (PEIMS CODE: 03220300)	<input type="checkbox"/> *ENGL 1302 (PEIMS CODE: 03220300)	<input type="checkbox"/> *ENGL 2322 (PEIMS CODE: 03220400) or <input type="checkbox"/> *ENGL 2327 (PEIMS CODE: 03220400)
	<input type="checkbox"/> EDUC 1300 (PEIMS CODE: 13014400)	<input type="checkbox"/> KINE 1164 (PEIMS CODE: PES00052)	<input type="checkbox"/> SPCH 1311 (PEIMS CODE: 03241400)	<input type="checkbox"/> PHIL 1304 (PEIMS CODE 033800##)	<input type="checkbox"/> *HIST 1301 (PEIMS CODE: 03340100)	<input type="checkbox"/> *HIST 1302 (PEIMS CODE: 03340100)	<input type="checkbox"/> ECON 2301 (PEIMS CODE: 03310300)
			<input type="checkbox"/> MUSI 1306 (PEIMS CODE: 03155600)	<input type="checkbox"/> DRAM 1310 (PEIMS CODE 03250100)	<input type="checkbox"/> **MATH 1342 (PEIMS CODE: 03101100)	<input type="checkbox"/> *MATH 1314 (PEIMS CODE: A3100101) or <input type="checkbox"/> *GOVT 2306 (PEIMS CODE: 03380000)	<input type="checkbox"/> *MATH 2412 (PEIMS CODE: 03101100)
					<input type="checkbox"/> *BIOL 1408 (PEIMS CODE: 130372##) or <input type="checkbox"/> PHYS 1403 (PEIMS CODE: 03060100)	<input type="checkbox"/> *BIOL 1409 (PEIMS CODE: 130372##) or <input type="checkbox"/> PHYS 1404 (PEIMS CODE: 03060100)	<input type="checkbox"/> *CHEM 1411 (PEIMS CODE: 03040000) or <input type="checkbox"/> GEOL 1445 (PEIMS CODE: 03030000)
					<input type="checkbox"/> *SOCI 1301 (PEIMS CODE 03370100)	<input type="checkbox"/> *PSYC 2301 (PEIMS CODE 03350100)	<input type="checkbox"/> *CHEM 1412 (PEIMS CODE: 03050000) or <input type="checkbox"/> GEOL 1401 (PEIMS CODE: 03060200)
*TSI Passing Score Required			Two Lab Science Options dependent on College Major - <input type="checkbox"/> PHYS 1415 (PEIMS CODE 03060201), or <input type="checkbox"/> **BIOL 1406 (PEIMS CODE				

**TSI Passing Score in all areas	130372##), <input type="checkbox"/> **BIOL 1407 (PEIMS CODE 130372##), or <input type="checkbox"/> **BIOL 2401 (PEIMS CODE 13020600), <input type="checkbox"/> **BIOL 2402 (PEIMS CODE 13020600)
The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.	

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

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. The partnership allows FWISD to serve more students at local childcare centers. 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 PRIORITY:

1 - Student Academic Excellence

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

FUNDING SOURCE:

General Fund

Additional Details

199-11-6299-0PK-143

COST:

Not-to-Exceed \$150,000

VENDOR(S)/PROVIDER(S):

YMCA of Metropolitan Fort Worth

PURCHASING MECHANISM:

Competitive Solicitation
RFP #22-082

Solicitation Statistics
Solicitation Number: 22-082
Number of Bid/Proposals received: 15
Compliant Bids: 15

The above solicitation has been evaluated in accordance with the Texas Education Code Seciton 44.031(b). The above vendor 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:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

**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 **July 1, 2025** and terminating on **June 30, 2026**.

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 **July 1, 2025**:

- 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 or 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 ongoing coaching during the school year 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.

1.2 YMCA agrees to the following:

1.2.1 Enrollment

- A. Enroll at least fifteen (15) but no more than fifty-four (54) eligible Pre- Kindergarten children (3 or 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 187 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.
 - 1st 6th Weeks: CLI BOY Parent Report
 - 2nd 6th Weeks: GOLD Report Card
 - 3rd 6th Weeks: GOLD Report Card
 - 4th 6th Weeks: GOLD Report Card
 - 5th 6th Weeks: GOLD Report Card
 - 6th 6th Weeks: CLI BOY Parent Report
- 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.

- G. 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.
- H. The YMCA acknowledges and agrees that FWISD shall have a right of access to any and 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.
- I. 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

- J. 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).
- K. The YMCA will provide half-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 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 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 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.

8.2 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 YMCA's Policy(ies) required under this Agreement.

8.3 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, licenses, 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-Oja, Executive Director of 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 Of 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.

FOR DISTRICT:

Signed: Olayinka Moore-Ojo
 Name: Olayinka Moore-Ojo
 Title: Executive Director of Early Learning
 Date: 03.10.2025
 Req. #:

FOR YMCA:

Signed: Mike Brown
 Name: Mike Brown
 Title: Chief Executive Officer
 Date: 03/06/25

SUPERINTENDENT APPROVAL

(Required over \$25,000)

Signed: _____
 Dr. Karen C. Molinar
 Superintendent of Schools
 Date: _____

Business Organization: (Check one)

- ☐ Corporation
☐ Partnership
☐ Individual/Sole Proprietor
☐ Limited Liability Company (LLC)
☒ Other Entity Type:

APPROVED AS TO FORM:

Signed: Legal Counsel for District
 Date: 03/28/2025

Contractor Employer ID #:

75-0827471

Signed by: Mohammed Choudhury
 Signed: 8129C81585BB455...
 Mohammed Choudhury
 Deputy Superintendent, Learning and Leading
 Date: 3/24/2025

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE THE AMENDED LICENSE AGREEMENT FOR THE 2025 GRADUATION CEREMONIES.

BACKGROUND:

On September 24, 2024, the Board approved a contract with Trail Drive Management Corp to provide graduations services at Dickies Arena beginning May 27, 2025 and concluding on Friday, May 30, 2025.

We are requesting to increase the original amount of the contract by \$17,957.18 to provide meals and refreshments for district staff who will work extended hours during these ceremonies.

This addition will help ensure that our staff can perform their duties effectively while maintaining the high standard of service our students and families deserve during this important milestone.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Amended License Agreement for the 2025 Graduation Ceremonies.
2. Decline to Approve the Amended License Agreement for the 2025 Graduation Ceremonies.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Amended License Agreement for the 2025 Graduation Ceremonies.

FUNDING SOURCE: **Additional Details**

General Fund	199-11-6266-104	\$490,000.00
	199-41-6499-104	\$ 17,957.18

COST:

\$490,000.00	Initial Approved Amount
<u>\$ 17,957.18</u>	Additional Amount

\$507,957.18	Total Cost
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VENDOR(S)/PROVIDER(S):

Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp

PURCHASING MECHANISM:

Interlocal Agreement

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
R.L. Paschal High School
Trimble Tech High School
Southwest High School
Western Hills School
O.D. Wyatt High School
Benbrook Middle High School

All Departments

RATIONALE:

Providing meals and refreshments for FWISD staff and employees working these extended graduation ceremonies will ensure our personnel are properly supported as they facilitate these important events.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

FIRST AMENDMENT TO THE LICENSE AGREEMENT

This **FIRST AMENDMENT TO THE LICENSE AGREEMENT** ("First Amendment") is made and entered into effective as of the 26th day of March, 2025 (the "Effective Date"), by and between **MULTIPURPOSE ARENA FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORP.**, a Texas non-profit corporation (hereinafter referred to as "Licensor"), and **FORT WORTH INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "Licensee").

WHEREAS, the Licensor and Licensee are parties to that certain License Agreement (the "Agreement") dated to be effective as September 25, 2024.

WHEREAS, pursuant to this First Amendment, Licensor and Licensee seek to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Section 6.G. Section 6.G. of the Agreement shall be added with the following text:

6. License Fee.

G. 2025 Catering Estimate. At the time of the execution of this First Amendment, the estimated catering expenses totals \$17,957.18 and is detailed in the attached **Exhibit A**.

2. Ratification. Except as amended hereby, the Agreement remains in full force and effect as originally agreed to by and between the parties.

3. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. This First Amendment may be executed by facsimile or electronic signature, which shall be deemed an original signature for all purposes hereof.

IN WITNESS WHEREOF, the parties have executed this First Amendment, effective as of the date indicated above.

LICENSOR:

MULTIPURPOSE ARENA FORT WORTH
D/B/A TRAIL DRIVE MANAGEMENT CORP.

By: _____
Matt Homan, President and General Manager

LICENSEE:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Signed by:
By: Mohammed Choudhury
Name: Mohammed Choudhury
Title: Deputy Superintendent-Learning & Leading

By: _____
Name: Dr. Karen Molinar
Title: Superintendent

Initial
MM
4/2/2025

Exhibit A

The below is subject to change

Name	Id	Date	Day	Start Time	End Time	Grand Total
FWISD BREAKFAST - OFFICE	47318598	5/27/2025	Tuesday	7:00 AM	8:00 AM	\$623.42
FWISD BREAKFAST	47318471	5/27/2025	Tuesday	7:00 AM	8:00 AM	\$725.90
FWISD LUNCH	47318494	5/27/2025	Tuesday	11 AM	12:30 PM	\$945.50
FWISD AFTERNOON SNACK	47318605	5/27/2025	Tuesday	2:00 PM	3:30 PM	\$923.54
FWISD DINNER	47318544	5/27/2025	Tuesday	4:00 PM	6:00 PM	\$1,418.86
FWISD EVENING SNACKS	47487382	5/27/2025	Tuesday	6:00 PM	7:30 PM	\$623.42
FWISD BREAKFAST	47318578	5/28/2025	Wednesday	7:00 AM	8:00 AM	\$725.90
FWISD BREAKFAST - OFFICE	47318601	5/28/2025	Wednesday	7:00 AM	8:00 AM	\$623.42
FWISD LUNCH	47318579	5/28/2025	Wednesday	11 AM	1:00 PM	\$945.50
FWISD AFTERNOON SNACK	47318609	5/28/2025	Wednesday	2:00 PM	3:30 PM	\$923.54
FWISD DINNER	47318580	5/28/2025	Wednesday	4:00 PM	6:00 PM	\$1,156.56
FWISD EVENING SNACKS	47487379	5/28/2025	Wednesday	6:00 PM	7:30 PM	\$623.42
FWISD BREAKFAST	47318586	5/29/2025	Thursday	7:00 AM	8:00 AM	\$725.90
FWISD BREAKFAST - OFFICE	47318602	5/29/2025	Thursday	7:00 AM	8:00 AM	\$623.42
FWISD LUNCH	47318591	5/29/2025	Thursday	11 AM	1:00 PM	\$945.50
FWISD AFTERNOON SNACK	47318610	5/29/2025	Thursday	2:00 PM	3:30 PM	\$923.54
FWISD DINNER	47318594	5/29/2025	Thursday	4:00 PM	6:00 PM	\$1,218.78
FWISD EVENING SNACKS	47487371	5/29/2025	Thursday	6:00 PM	7:30 PM	\$623.42
FWISD BREAKFAST	47318595	5/30/2025	Friday	7:00 AM	8:00 AM	\$555.10
FWISD BREAKFAST - OFFICE	47318604	5/30/2025	Friday	7:00 AM	8:00 AM	\$623.42
FWISD AFTERNOON SNACK	47318611	5/30/2025	Friday	10 AM	11:30 AM	\$513.62
FWISD LUNCH	47318596	5/30/2025	Friday	11:30 AM	1:30 PM	\$945.50
Grand Total						\$17,957.18

**CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025**

TOPIC: **APPROVE REPLACEMENT OF SECOND FLUID COOLING SYSTEM
AT SOUTHWEST HIGH SCHOOL**

BACKGROUND:

On March 25, 2025, the Board approved the replacement of a fluid cooling system at Southwest High School due to severe weather on January 6, 2025. Operations is now requesting the replacement of a second fluid cooling system at Southwest High School because of a leak that cannot be repaired. With both cooling systems currently inoperable, renting a cooling system has become necessary. To resume full operations, key components, including the fluid cooler section, ball valve, and coil kit, must be replaced to ensure effective heating and cooling and maintain proper temperature control.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Replacement of Second Fluid Cooling System at Southwest High School
2. Decline to Approve Replacement of Second Fluid Cooling System at Southwest High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Replacement of Second Fluid Cooling System at Southwest High School

FUNDING SOURCE: **Additional Details**

TRE 198-81-6629-501

COST:

\$105,707

VENDOR(S)/PROVIDER(S):

Texas Air Systems, LLC.

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract #720-23

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

District Operations
Southwest High School

RATIONALE:

Replacing and repairing the fluid cooling system will support temperature regulation and equipment longevity and enhance safety by preventing overheating and potential system failures.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

QUOTATION -



Date: February 27, 2025

To: Fort Worth ISD

Attn: Eric Henson

Project: Southwest HS CT Fluid Cooler Replacement Additional Tower

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
BAC Fluid Cooler Replacement	1	Fluid Cooler	\$105,707.00

*FOB Factory, Full Freight Allowed, Tax Not Included

BUYBOARD - #720-23

HVAC Equipment, Supplies, and Installation of HVAC Equipment

Project Scope of Work

Equipment

- BAC FXV Fluid Cooler Section
- Coil HDW Kit
- (2) 6" Butterfly Valves

Installation

- Valve off water to heat exchanger.
- Remove and set heat exchanger with crane.
- Reassemble tower.
- Test for leaks.
- Furnish and install two new 6" butterfly valves.

Items Provided:

- Onsite Project Manager to communicate project status throughout the project.
- Onsite dumpster for all jobsite debris, if needed.
- All parts and materials needed to complete the above scope of work.
- Payment and Performance bonds are included.

Customer Responsibilities:

- Allow access to the job location for any site visits that may be required throughout the project.

Project Exclusions:

- Any work on Holidays.
- Any disconnect/reconnect of controls BAS system.

QUOTE ACCEPTANCE:

Signature

Printed Name

Texas AirSystems ACCEPTANCE:



Signature

David A. Garcia- Account Executive

Telephone: 817-475-3142

Email: DavidA.Garcia@texasairsystems.com

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

TACLA00011151C Regulated by The Texas department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

TURNKEY TERMS & CONDITIONS

Company: The Company as used herein shall mean Texas AirSystems LLC. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

Price Policy: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

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

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

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

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

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return Goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

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

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

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

Available only in the United States:

Equal Employment Opportunity/ Affirmative Action Clause:

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

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

Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts

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

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

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE EMERGENCY AFFIDAVIT FOR GYM FLOOR
INSTALLATION AT MEADOWBROOK MIDDLE SCHOOL**

BACKGROUND:

Maintenance is requesting approval for the emergency affidavit concerning the gym floor installation at Meadowbrook Middle School, which was necessitated by a steam leak that ruined the entire gym floor. The gym's inoperability prompted immediate repairs to reduce disruption for the school. The existing floor is compromised, potentially creating safety hazards for the students, and needs to be replaced.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Emergency Affidavit for Gym Floor Installation at Meadowbrook Middle School
2. Decline to Approve Emergency Affidavit for Gym Floor Installation at Meadowbrook Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Emergency Affidavit for Gym Floor Installation at Meadowbrook Middle School

FUNDING SOURCE: **Additional Details**

General Fund 199-51-6299-451

COST:

\$88,000

VENDOR(S)/PROVIDER(S):

Quality Hardwood Floors, Inc

PURCHASING MECHANISM:

Cooperative Agreement

Buyboard-737-24

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

Meadowbrook Middle School

RATIONALE:

Installing new gym flooring is essential for students' safety and well-being. It creates a clean, safe area that reduces the risk of injuries and helps to facilitate the return of school activities.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
David Guerra, Executive Director, Maintenance



Quality Hardwood Floors, Inc. DBA:

QHF SPORTS

2011 Clovis Barker Rd.
 San Marcos, TX 78666
 Ph: (512) 754-9077
 Fax: (512) 754-0919
 QHFsports.com

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Date: February 14, 2025

Buyboard Contract No. 737-24

Organization: Fort Worth ISD
 Attn: Mr. Danny Robert
 Phone: (817) 988-7958
 Email: daniel.robert@fwisd.org

Scope of Work:**REPAIR**

Description	Price
Meadowbrook Middle School Main Gym	
Remove and replace a 15'-0" x 71'-0", 10'-0" x 30'-0", 10'-0" x 71'-0" area of water damaged wood flooring (25/32" x 2-1/4" 2 nd & better maple) and subfloor (1 layer of 2x pine screeds with 3/8" pads). Sand and seal entire floor. Paint gamelines, letters and logos to match existing. Apply two (2) coats of athletic wood floor finish.	\$ 53,000.00
*The newly repaired area will not match exactly to the existing flooring. It may be lighter or darker in color due to the existing floor age, type, grade, forest location, milling, etc.	
REPLACEMENT	
<u>Includes:</u> DEMOLITION: Demolition and disposal of existing flooring and subfloor, rubber wall base and interior aluminum thresholds, Existing volleyball coverplates will be removed and replaced in new floor. Move and replace metal bleachers, install new flooring under bleachers. INSTALLATION: 6 mil poly moisture barrier, One (1) layer of 2x pine screeds on 3/8" rubber cushion pads, 25/32" x 2-1/4" maple flooring 3 rd grade MFMA stamped northern hard maple flooring, Sand floor using coarse, medium and fine grit sandpaper, Stain 3-point wings, Apply two (2) coats of oil base athletic wood floor sealer, Paint gamelines, graphics and lettering to match existing, Apply two (2) coats of 50% solids oil base athletic wood floor finish, 3"x4" black vent cove base around perimeter. 6" saddle thresholds at door entrances. Move bleachers off and back on wall,	\$ 88,000.00

TAPE SHOULD NEVER BE APPLIED TO THE WOOD FLOOR. NO TAPE MANUFACTURER WILL GUARANTEE THEIR TAPE WILL NOT PEEL THE FINISH OFF A GYM FLOOR OR PAY FOR ANY REPAIRS WHEN IT DOES.

Exclusions

- Tax,
- Bleacher work (repairs, removal, disposal),
- Testing of asbestos or lead containing materials before removal for flooring/subfloor in facilities over 30 years old,
- Repairs to concrete slab to meet MFMA industry standard of 1/8" in a 10' radius. Floating and grinding can be quoted separately after scope is known,
- Electrical hookup and breakers for sanding equipment. See Customer Requirements below,



Quality Hardwood Floors, Inc. DBA:

QHF SPORTS

2011 Clovis Barker Rd.
San Marcos, TX 78666
Ph: (512) 754-9077
Fax: (512) 754-0919
QHFsports.com

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- Weekend work (Saturdays and Sundays) unless approved before work is scheduled,
- Portable toilets,
- Removal of tape from gym floor surface,
- Removal of furniture and fixtures from gym floor space,
- Design work for logos and artwork. See Customer Requirements below,
- Payment & Performance bonds (Add 3% to total amount if this is required.),
- Conveyance of extra materials to the client at the conclusion of repair and installation projects. All extra material is the property of QHF Sports.

Customer Requirements

Floor Repairs, Installations, Replacements

- Ensure all roof work is completed, including flashing, guttering and exterior drainage. The building must be permanently enclosed and weather-tight. All block, brick, masonry, tile, marble and/or terrazzo work must be complete, cured and dried. All interior painting must be completed and dry. The permanent light, heating, electrical and ventilation systems must be operating. All overhead work must be complete, and the floor area must be free of obstructions. All backstops and sports accessory fixtures must be installed.
- **Ensure that HVAC is set to maintain humidity between 35 and 50 percent always, including long summer and winter breaks. Humidity fluctuations of more than 15% may cause finish and paint to peel, boards to warp or gap, and void warranty.**
- Ensure that the concrete slab meets the MFMA industry standard of 1/8" in a 10' radius. Floating and grinding can be quoted separately after scope is known.

Floor Sanding

- **Ensure that HVAC is set to maintain humidity between 35 and 50 percent always, including long summer and winter breaks. Humidity fluctuations of more than 15% may cause finish and paint to peel, boards to warp or gap, and void warranty.**
- **An electrician must be provided to connect our electrical cord pigtails to a 60-amp breaker, 220-volt, 3 phase panel no farther than 100 feet from floor to be sanded. Add \$400 per day for generator rental if power is not available.**
- Submit artwork and lettering with appropriate size, fonts or any other details in vector images (.eps or .ai) to chad@QHFSports.com. We will provide gym floor renderings to show approximate colors and approximate locations of artwork and lettering by importing the designs that are sent to us. Any design work such as creating logos and artwork from scratch or editing existing logos will be an additional \$60 per hour. Any renderings requiring more than 2 revisions will be an additional \$40 per layout.
- For customers that require specific colors, submit Pantone PMS number for each color at least 4 weeks before work begins.
- The customer is aware that sanding of wood floors will create fine dust in the air and the owner has taken such precautions as he/she feels adequate to protect the surrounding area from such dust. QHF Sports shall not be held responsible for hanging plastic or provide dust containment other than the industry standard dust bags attached to the equipment. QHF Sports shall not be held responsible for any damage resulting from the dust nor shall they be responsible for cleaning up such dust.
- **Ensure that the finished product can cure untouched for 72 hours after it is applied. If the finish is not allowed to cure properly there is a high probability of scratching and/or scuffing.**

Scheduling

- Submit desired schedule in writing to chad@QHFSports.com at least 3 weeks prior to start date. Due to high volume of work during the summer months, please allow a 3 to 4 day time window around the desired start date. **We will not reserve start dates until purchase order is received.**

1 Year Limited Warranty

- HVAC must be set to maintain humidity between 35 and 50 percent. Humidity fluctuations of more than 15% may cause finish and paint to peel, boards to warp or gap, and void warranty.
- Excessive moisture, abusive activities, or excessive weight due to lifts may void warranty.
- Excessive loading like those resulting from the use of high point load scissor lifts can lead to surface degradation and/or weaken structural components leading to system failure. Always use multi-layer protection when loading a flooring system with any size lift to protect the integrity of the system and quality of the surface finish.
- Cleaning chemicals that are not specifically for use on gym floors or not compatible with the applied finish will void warranty.



Quality Hardwood Floors, Inc. DBA:

QHF SPORTS

2011 Clovis Barker Rd.
San Marcos, TX 78666
Ph: (512) 754-9077
Fax: (512) 754-0919
QHFsports.com

Page 3 of 3



Proposal is valid for (30) days. After that time, we will need to reevaluate the scope of work to verify conditions have not changed.

***To accept this proposal, please email purchase order to chad@QHFSports.com.**

Thank you for giving us this opportunity. If you have any questions or would like to schedule the work, please contact us at 512-754-9077.

Regards,

Chad A. Montgomery – Project Manager
QHF Sports

**CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025**

TOPIC: **APPROVE EMERGENCY AFFIDAVIT RENTAL OF COOLING TOWER
RENTAL AT SOUTHWEST HIGH SCHOOL**

BACKGROUND:

Maintenance requests approval for an emergency affidavit to rent a cooling tower at Southwest High School. Both cooling towers on campus are currently inoperable, prompting the need for this emergency rental. Ensuring the safety of our students starts with securing the rental of the cooling tower.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Emergency Affidavit Rental of Cooling Tower Rental at Southwest High School
2. Decline to Approve Emergency Affidavit Rental of Cooling Tower Rental at Southwest High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Emergency Affidavit Rental of Cooling Tower Rental at Southwest High School

FUNDING SOURCE: **Additional Details**

TRE 198-51-6267-501-000000

COST:

\$174,403

VENDOR(S)/PROVIDER(S):

Texas Air System

PURCHASING MECHANISM:

Cooperative Agreement
Buyboard 720-23

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

Southwest High School

RATIONALE:

Approving the emergency affidavit is essential as it directly contributes to enhancing comfort in the classroom through the regulation of temperatures, which is vital for creating a healthy and conducive learning environment. Prioritizing student comfort and safety is imperative, enabling better focus, engagement, and overall academic success. Therefore, making this issue a top concern benefits the students' physical well-being and positively impacts their educational experience.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
David Guerra, Executive Director, Maintenance

RENTAL QUOTATION

March 12, 2025

CUSTOMER:
Fort Worth Independent School District

JOB LOCATION:
Southwest High School 4100 Altamesa Blvd Fort Worth, TX 76133

PRICING SUMMARY:

DESCRIPTION	QTY	RENTAL TERM	PRICE
EQUIPMENT			
300 TON COOLING TOWER W/HX	1	5 MONTHS	\$140,625.00
RENTAL PUMP	1	5 MONTHS	Included
HOSE/CABLE	1	5 MONTHS	Included
SERVICES			
INSTALL, STARTUP, & TEARDOWN	1	ONE TIME CHARGE	\$21,358.75
HEAT EXCHANGER CLEANING	1	ONE TIME CHARGE	\$4,500.00
ROUNDTRIP FREIGHT	1	ONE TIME CHARGE	\$4,500.00
GRAND TOTAL			\$170,983.75

NOTE:

EXCLUSIONS – Taps, generators, generator fuel, crane, forklift/telehandler, scissor lifts, additional labor not specified in quote.

RENTAL EQUIPMENT INSURED VALUE - \$300,000

CUSTOMER RESPONSIBILITIES

- Customer responsible for routine maintenance and daily operation of temp equipment.
- Compliance with all city codes, including pulling any required permits/licenses/etc.
- The full acceptance of below terms and conditions.
- Any safety signage, including Fencing, Signs, Hazard Lights, Walkway barriers, security will be at owners expense.
- The customer must call or email that the rental is complete 48 hrs. in advance so that Texas AirSystems can log, check, and plan to receive rented equipment. Rental stops when equipment arrives in rental yard.
- Fuel used and not replenished will be billed @ \$10.00 per gallon
- Planned Maintenance Service for rental generators is required every 250 hours of operation. Failure to provide this maintenance will result in additional charges.
- There will be a fair cleaning fee for any unit that is not returned the same way the unit was received.

Important Note to the Customer

- The rental term begins when the equipment leaves rental yard and ends when it has been called off rent. This quote abides by the 28-day rental month.
- Any work on our equipment or attempted repair of our rental equipment must be authorized by us before it is performed. Unauthorized work will not be compensated, regardless of the equipment's location.
- Please be respectful of all our equipment & products when unloading, setting up, tearing down & loading to ensure no unnecessary damage is caused.
- Any fittings requested will be shipped out loose and are never assembled to other fittings and adapters.
 - There will be an additional charge if we have to spend time dismantling fittings, adapters, pumps, chillers, boilers, heat exchangers, cooling towers, package AC equipment, AHUs, etc. that are not returned in the same manner they were shipped out.
- Cable, hose, ductwork is to be returned in the same condition it was shipped out.
 - Hose, cable, fittings, ductwork that are returned dirty/muddy that require cleaning or replacement will be at an additional charge.

- Grooved couplings must be returned with all bolts and gaskets installed (no loose bolts & missing gaskets).
- All rental products that hold water, chillers, AHUs, cooling towers, heat exchangers, boilers & pumps must be vented and drained when torn down before shipping out and returning. Freeze damage is 100% customer responsibility.
- Any work not specifically described above is not included in this proposal.

PAYMENT TERMS

The first month's rental fee is due in advance with your "Purchase Order". Each additional month's rent is due on the first day of each rental period. Payment for services are due net 30 upon invoice. Tax is not included on any quote. If tax exempt will need form attached to quote when sent.


DAG

This quotation will void after 30 days.
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
-PAYMENT TERMS: Net 30 Days, Upon Receipt of Satisfactory Credit Information

Authorized Customer Signature
P.O. #
Required Delivery Date & Time:
Site Address for Shipment:
Site Contact Name and Phone #

**CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025**

TOPIC: **APPROVE PURCHASE OF SECURITY FENCE PANELS**

BACKGROUND:

Maintenance is seeking authorization to purchase temporary fence panels. The fence panels are essential to help secure areas during maintenance work, preventing unauthorized access and ensuring the safety of workers and the public. Approval is necessary as the expenditure with the vendor exceeds \$50,000 in aggregate over the last 12 months, necessitating Board authorization for this investment.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Security Fence Panels
2. Decline to Approve Purchase of Security Fence Panels
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Security Fence Panels

FUNDING SOURCE: **Additional Details**

Special Revenue 429-52-6398-390

COST:

\$46,498

VENDOR(S)/PROVIDER(S):

Buyers Barricades

PURCHASING MECHANISM:

Cooperative Agreement

Buy Board 703-23

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

Maintenance Department

RATIONALE:

Temporary fence panels are essential for maintenance to ensure security and safety and enable rapid installation if the need arises.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent
Kellie Spencer, Deputy Superintendent of Operations



DFW -- Remittance Address P.O. Box 95368
Grapevine, TX 76099-9733
817-535-3939

SALES QUOTATION

Quote Date	Quote ID
2/5/2025	CM2525R

Valid Through: 5/31/2025

Fort Worth ISD

Joe Flores
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
Phone: 817-800-1474

Job Location:
7060 Camp Bowie Blvd.
Fort Worth
Quote Created By: Cristian Martinez

Email: joe.flores@fwisd.org

Item Description	Price	UOM	Quantity	Total
12ft Fence Panel & Foot Support	\$205.30	Per Each	250	\$51,325.00
Discount 10% Buyboard Line Item 1	(\$20.51)	Per Each	250	(\$5,127.50)
Delivery Fee	\$300.00	Per Each	1	\$300.00

Note: The * indicates taxable items.

250 Fence Panels & Stands w/ Delivery

ONE TIME CHARGES	\$46,197.50
LABOR	\$300.00
SUBTOTAL	\$46,497.50
QUOTE TOTAL	\$46,497.50

Included: Return Fee will be charged in accordance with all delivery fees. Material must be picked up in the same manner dropped off or additional fees may be applied.

Add'l Terms: All Invoices are due based on approved payment terms.

Buy Board Contract #703-23

Bianca Ortiz
Buyers Barricades

2/5/2025

Date

Visit Our Website at www.buyersbarricades.com

Accepted By: _____

Signature _____ Date _____

Print Name _____

Title _____

Company _____

**CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025**

**TOPIC: APPROVE PURCHASE OF FLEET VEHICLES FOR MAINTENANCE
DEPARTMENT**

BACKGROUND:

The Maintenance Department is seeking approval to procure three vehicles: a truck, an aerial lift truck, and a van. The truck will be utilized by the plumbing shop to enhance service support, as they currently rely on a single vehicle to address plumbing blockages and stoppages throughout the district. Acquiring this additional truck will significantly improve response times across the region.

The aerial lift truck will primarily serve the paint shop, but it will also be available for use by other departments, including general maintenance, fire alarm, and electrical when special projects arise. Lastly, the van will function as a dedicated service support vehicle for the fire alarm shop.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fleet Vehicles for Maintenance Department
2. Decline to Approve Purchase of Fleet Vehicles for Maintenance Department
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Fleet Vehicles for Maintenance Department

FUNDING SOURCE: Additional Details

TRE 198-51-6631-434

COST:

\$279,747

VENDOR(S)/PROVIDER(S):

Sewell Family of Companies, Inc.
Caldwell Country
Custom Truck One Source

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract # 724-23
Sourcewell #110421 -TER QR-055879

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

Transportation
Operations

RATIONALE:

The purchase of the three vehicles will provide maintenance with more efficient vehicles, optimizing shared usage among maintenance shops. This will ultimately help reduce costs.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
David Guerra, Executive Director, Maintenance

SEWELL

FAMILY OF COMPANIES

SEWELL FORD		QUOTE #:	2500120BH
COOP:	BUYBOARD 724-23	DATE:	3-Mar
PRODUCT DESCRIPTION:	2025 F450 4WD FLAD BED WITH LIFT GATE	SALES PERSON:	BILLY HUGHES
END USER:	FORT WORTH ISD	EMAIL:	billy.hughes@teamsewell.com
ADDRESS:		CONTACT:	RAFAEL ORDONEZ
		PHONE #:	
		EMAIL:	

BID SERIES:			BASE PRICE:	\$	55,240.00
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
F4G	25 F450 XL 2WD REG CAB 145 WB 60 CA	INCL.		INFOTAINMENT SYSTEM	INCL.
	7.3L V8 GASOLINE	INCL.		POWER WINDOWS/LOCKS	INCL.
	4.88 AXLE RATION	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
	INTEGRATED TRAILER BRAKE CONTROL	INCL.		REAR CAMERA	INCL.
	GVWR 16,500LBS	INCL.		KEYLESS ENTRY/REMOTE START	INCL.
	DUAL REAR WHEELS	INCL.			

EXTERIOR COLOR:	OXFORD WHITE
INTERIOR COLOR:	MEDIUM DARK SLATE

ADDITIONAL ITEMS:	GOVT ORDER
EQUIPMENT VENDOR:	ROCKING S - FLATBED W LIFTGATE
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	317 MILES
SUB TOTAL:	
QUANTITY:	1
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	17,000.00
INCLUDED	
	554.75
\$	72,794.75
\$	72,794.75
\$	400
\$	73,194.75



Terex LT40 Aerial Device

Ford F550 Diesel 4x2
Sourcewell # 110421-TER
QR-055879

CHASSIS SPECS

Engine

6.7L Power Stroke V8
Turbo Diesel
330 HP

Transmission

TorqShift 10-Speed Automatic
w/PTO Provision

Front Axle

Mono-Beam
With anti-roll bar, HD Shocks
19.5 Painted Argent Steel Wheels
225/70R19.5G

Rear Axles

4.30 Limited Slip Ratio
Shock Absorbers
19.5 Painted Argent Steel Wheels
225/70R19.5G
Payload Plus Upgrade Package

Brakes

4 Wheel Power Disc Brakes W/
Anti-Lock Brake System Hydro
Boost (DRW)

Fuel Tank

40 Gallon Aft. Axle Tank
Def Tank

GVWR:

19,500

Chassis Features

Reg Cab
Oxford White Paint
Vinyl 40/20/40 Seat
AM/FM Stereo W/ Clock
Chrome Bumper W/ (2) Tow Hooks
Instrument Panel W/ Upfitter
Switches Power Equipment Group
Air Conditioned
XL Trim
Tele TT Mirror
Electric Brake Controller

Body Specifications:

132" L x 40" H x 94" W
Main Body 16 Gauge Galvanneal Steel
12 Gauge Hot Rolled Treadplate - Floor
6" Structural Steel Channel
S S Automotive Rotary Type Door Latches
Chain Stops All Doors
Rubber Rolled Crown Type Fenders
Automotive Bulb Type Weather-stripping
Master Door Lock System
Powder Coat White

Streetside Compartments:

(2) Vertical
Horizontal Compartment
Rear Vertical
Hot Stick Shelf - 132"

Curbside Compartments:

1st Vertical
2nd-24" Access Steps
Horizontal Compartment
Rear Vertical
Access Steps : Tail Shelf Curbside
Fuel Filler Cut Out in Wheel Panel , Streetside
Tailshelf - 12 Ga Treadplate
LED Bed Lighting
Grab Handles (1) Bolt-On Chrome
Wheel Chock Storage: (2) One On Each Side
Rubberized Undercoating
Non-Skid Applied to Top of Compartments,
Center of Bed and Tailshelf

EQUIPMENT SPECS

Aerial Device Specifications

Working Height - 45'6"
Lower Controls - Individual Levers @ Turntable
Lower Boom - Filament Wound High Strength Fiberglass Insert Providing
Insulation Gap
Upper Boom - Filament Wound High Strength Fiberglass Boom Providing
Insulation Gap
Boom Rest w/ Ratchet Style Tie Down
Rotation Self-Locking Worm Gear
Rotation Drive Provided And Equipped With Bi-Directional Motor.
Continuous Unrestricted Rotation
Rated for 46KV Category C Machine in Accordance w/ ANSI/SIA A92.2-2009
Full Pressure Open Center Hydraulic System
Powder Coat Painted White
Two Complete Service Manuals
Warning Decals
Pedestal w/ 20 Gallon Integral Tank
24" x 30" x 42" End Mounted Platform w/ (1) Access Step w/ Non-Slip Surface
Insulated Platform Liner Tested at 50KV AC
Waterproof Platform Cover
Auxiliary Power
Boom Tip w/ 4-Function Controls and Platform Rotator
Upper Controls - "Control Plus" Single Stick Controller Platform Rated @ 400 lbs
Hydraulic Platform Rotator
Hydraulic Platform Tilt @ Lower Control
Hydraulic Tool Outlets @ Platform
Engine Stop/Start Controlled At Platform And Lower Controls

888-684-8146 **www.customtruck.com**

ASK ABOUT THE CUSTOMIZED AND FLEXIBLE LEASING & FINANCING
SOLUTIONS AVAILABLE FROM CUSTOM TRUCK CAPITAL

DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions.
Pictures are representative and may not be identical.

PRICE: \$161,782 USD

Ex Works: Kansas City, MO

*Price Is Subject To Change Without Notice And Is Not Guaranteed Due To Fluctuation In Material
Or Component Prices, Including Manufacturer's Surcharges.*

Sample 60 Month Lease Payment: \$2,468 Subject To Approval
For More Details Call Custom Truck Capital (833) CTC-FIN1

QUOTE NUMBER: TR1.20-B_25

EXPIRATION DATE: 4-30-25

QUOTE# 00A1-P1257875

CONTRACT PRICING WORKSHEET

End User: FORT WORTH ISD	Contractor: CALDWELL COUNTRY
Contact Name: CHRISTOPHER THOMAS (SHANE)	CALDWELL COUNTRY
Email: CHRISTOPHER.THOMAS@FWISD.ORG	Prepared By: Averyt Knapp
Phone #: 817-815-7581	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: FORT WORTH, TX	Fax #: 979-567-4376
Date Prepared: MARCH 28, 2024,	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #724-23	Tax ID # 87-3266036
Product Description: 2024-2025 CHEVROLET 2500 EXPRESS CARGO VAN CG23405	
A Base Price & Options:	
\$44,370	

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	8,600#GVWR, 135" WHEELBASE, 4.3L-V6, 8-SPD AUTOMATIC, VINYL BUCKETS, AIR CONDITION, AMFM-STEREO, POWER WINDOWS, POWER LOCKS, SWING-OUT SIDE CARGO DOORS (W/GLASS), SWING-OUT REAR CARGO DOORS (W/GLASS), FULL LENGTH RUBBER FLOOR, TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B

INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D

INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)

\$44,370

Quantity Ordered

1

Subtotal E		\$44,370
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$44,770
Estimated Delivery Date:		MAY-JUNE DELIVERY

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE PURCHASE FOR GYM FLOOR INSTALLATION AT WORTH HEIGHTS ELEMENTARY**

BACKGROUND:

Maintenance is requesting approval for the installation of a new gym floor at Worth Heights Elementary. The current floor is damaged, which could pose safety risks to the students, and requires replacement. Approval is necessary as the expenditure with the vendor exceeds \$50,000 in aggregate over the last 12 months, necessitating Board authorization for this investment.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase for Gym Floor Installation at Worth Heights Elementary
2. Decline to Approve Purchase for Gym Floor Installation at Worth Heights Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase for Gym Floor Installation at Worth Heights Elementary

FUNDING SOURCE: **Additional Details**

General Fund	199-51-6299-451
--------------	-----------------

COST:

\$49,536

VENDOR(S)/PROVIDER(S):

Dynamic Sports Construction

PURCHASING MECHANISM:

Cooperative Agreement

TIPS 24090701

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

Worth Heights Elementary

RATIONALE:

Replacing and installing new gym flooring is crucial for the safety and well-being of students by providing a clean, safe surface that minimizes the risk of injuries. Additionally, new flooring improves the functionality of the gym, fostering a positive environment for physical activities and school events.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
David Guerra, Executive Director, Maintenance



TIPS Proposal
TIPS Contract 240907

Exhibit A & B

Date: **March 25, 2025**

To: **Daniel Robert**

Project: **Worth Heights Elementary**

Scope: **Gymnasium Flooring**

Dynamic Sports Construction, Inc. is pleased to offer the following Proposal to **remove and dispose of the existing floor, prepare the substrate and supply and install our DynaForce® 9+2 (11mm) gym flooring system** for the sum of:

\$49,535.27

(Forty Nine Thousand Five Hundred Thirty Five Dollars and Twenty Seven Cents)

DynaForce® Materials: \$6.25/sf - \$21,562.50

DynaForce Installation Labor: \$61.13/hr - \$13,754.25

Hotel: \$163.88/room/night - \$3,933.12

Mileage: \$1.05/mile - \$648.90

Striping, markings and logo: \$2,875.00

Demolition and disposal of existing floor and substrate preparation: \$6,762.00

This Proposal includes:

- | | | |
|-----|--|------------------------------|
| 1) | Room Number(s) | Gym and entry hallway |
| 2) | Square footage | 3,450 |
| 3) | Thickness | 11mm |
| 4) | Wage scale | prevailing |
| 5) | Estimated install | 2025 |
| 6) | Installation per manufacturer's current specifications. | |
| 7) | Floor, line and marking colors from standard color selections. | |
| 8) | Striping, markings and logo. | |
| 9) | Shot blasting and preparation of concrete substrate. | |
| 10) | 5 year labor warranty and 25 year material warranty. | |
| 11) | Performance and payment bond. | |
| 12) | Transition thresholds. | |

This Proposal does NOT include:

- 1) Game inserts.
- 2) Sales tax.
- 3) Substrate moisture remediation.

NOTE: Installation will begin upon acceptance of clean, dry substrate and job conditions as set out in the manufacturers specifications. This Proposal is valid for a period of 60 days. Please allow a minimum of 30 days from receipt of the contract for our contract administration, credit approval and material manufacturing processes to be completed prior to mobilization. Addenda () have been reviewed.

Dynamic Sports Construction offers a complete line of sports and multi-purpose surfaces to meet the demands of today's high use facilities. Our systems include track surfaces, multipurpose and athletic flooring and aerobic room, weight room and gymnasium and cafetorium surfacing. **DSC product technicians are full-time employees (not sub-contractors)**, and are as experienced and professional as anyone in the industry, all having worked with our products for a minimum of ten years. Our products are **MADE IN THE USA**.

Your consideration of our Proposal is greatly appreciated. If you have any questions regarding this quotation, please do not hesitate to call me at **512-260-6722**.

Respectfully submitted,

Bob Wolessensky

4338 W. Highway 82, Gainesville, TX 76240

www.dynamicsportsconstruction.com

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE PURCHASE OF LAPTOP CHARGERS FOR STUDENT DEVICES

BACKGROUND:

Approve the purchase of universal laptop chargers for student devices for the 2025-2026 school year. We will be purchasing 9,000 universal chargers compatible with MacBooks and Chromebooks and 2000 for iPads, for a total of 11,000 chargers. This will ensure a sufficient number of chargers are available for potential lost or damaged units. This cost-effective purchase will ensure all students have access to reliable and sustainable power sources for their learning tools. We will order chargers ahead of the 2025-2026 school year for timely distribution

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Laptop Chargers for Student Devices
2. Decline to Approve Purchase of Laptop Chargers for Student Devices
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Laptop Chargers for Student Devices

FUNDING SOURCE: **Additional Details**

Agency Fund 771-53-6399-423

COST:

\$133,180.00

VENDOR(S)/PROVIDER(S):

ETECH PARTS PLUS

PURCHASING MECHANISM:

Cooperative Agreement
TIPS# 210101

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

District-Wide

RATIONALE:

Approving the purchase of these student laptops will provide all students with consistent access to a reliable and sustainable power source, directly supporting their learning and ensuring equitable access to technology.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



651 Industrial Blvd
Grapevine TX 76051
United States

Estimate

#1971

2/13/2025

Bill To

Fort WorthISD
Carlos Rosales
Fort Worth ISD
4200 Lubbock Ave
Fort Worth TX 76115
United States

TOTAL

\$117,000.00

Expires: 5/1/2025

Expires	Exp. Close	Sales Rep	RFP #	Shipping Method
5/1/2025	5/1/2025		TIPS# 210101	In-Store Pickup

Quantity	Item	Description	Rate	Amount
9,000	922-2736	AC Adapter Charger (with cord) for use with Chromebook UL Rated 65W USB-C	\$13.00	\$117,000.00

Subtotal \$117,000.00

Shipping Cost \$0.00

Tax (%) \$0.00

Total \$117,000.00



1971



651 Industrial Blvd
Grapevine TX 76051
United States

Estimate

#1972

2/13/2025

Bill To

Fort WorthISD
Carlos Rosales
Fort Worth ISD
4200 Lubbock Ave
Fort Worth TX 76115
United States

TOTAL

\$16,180.00

Expires: 5/1/2025

Expires	Exp. Close	Sales Rep	RFP #	Shipping Method
5/1/2025	5/1/2025		TIPS# 210101	In-Store Pickup

Quantity	Item	Description	Rate	Amount
2,000	130-7586	USB-C to Lightning 6' Cable with 20W USC-C Charging Adapter	\$8.09	\$16,180.00

Subtotal \$16,180.00

Shipping Cost \$0.00

Tax (%) \$0.00

Total \$16,180.00



1972

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE 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, 2025 – June 30, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program
2. Decline to Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program

FUNDING SOURCE: **Additional Details**

TRE 198-53-6399-423

COST:

\$595,412.32

VENDOR(S)/PROVIDER(S):

CDW-G

PURCHASING MECHANISM:

Cooperative Agreement
Sourcewell 121923- Fort Worth ISD- Software (121923)

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:

Ramesh Krishnamurthy, Chief Technology Officer



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

B2B USER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PJWH587	4/2/2025	FWISD A3 MSFT 14 MONTH O2 4/1	0926086	\$595,412.32

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Identity Manager - External Connector License & Software Assuranc Mfg. Part#: PL7-00058-14MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	1	8284488	\$1,899.90	\$1,899.90
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-14MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	8586	8284491	\$62.45	\$536,195.70
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	343440	5419378	\$0.00	\$0.00
Microsoft Office 365 ProPlus Add-on - subscription license - 1 device Mfg. Part#: RQL-00001-12MO Electronic distribution - NO MEDIA Contract: MARKET	90000	5680005	\$0.00	\$0.00
Microsoft Office 365 (Plan A1) - subscription license - 1 user Mfg. Part#: M6K-00001-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	90000	2614683	\$0.00	\$0.00
MS EES PROJ PLAN 3 P U Mfg. Part#: 7MA-00001-14MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	15	6896232	\$78.54	\$1,178.10

QUOTE DETAILS (CONT.)

<u>Microsoft SQL Server Enterprise Core Edition - license & software assurance</u>	18	3735130	\$1,569.72	\$28,254.96
Mfg. Part#: 7JQ-00341-14MO UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)				
<u>Microsoft SQL Server Standard Core Edition - license & software assurance -</u>	26	2684594	\$409.33	\$10,642.58
Mfg. Part#: 7NQ-00302-14MO UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)				
<u>Microsoft Phone System - subscription license - 1 user</u>	50	8284496	\$41.89	\$2,094.50
Mfg. Part#: LK7-00001-14MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)				
<u>MS EES VISIO 365A VL P U</u>	38	6896238	\$30.80	\$1,170.40
Mfg. Part#: P4U-00001-14MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)				
<u>Microsoft Windows Server - license & software assurance - 1 device CAL</u>	2369	8284501	\$3.23	\$7,651.87
Mfg. Part#: R18-00095-14MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)				
<u>Microsoft Windows Server Standard Edition - License & Software Assurance</u>	887	4325202	\$7.13	\$6,324.31
Mfg. Part#: 9EM-00562 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)				

SUBTOTAL	\$595,412.32
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$595,412.32

PURCHASER BILLING INFO	DELIVER TO
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	Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST TOWHOMIT MAYCONCERN 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 Phone: (817) 814-2120 Shipping Method: ELECTRONIC DISTRIBUTION
	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

Need Help?



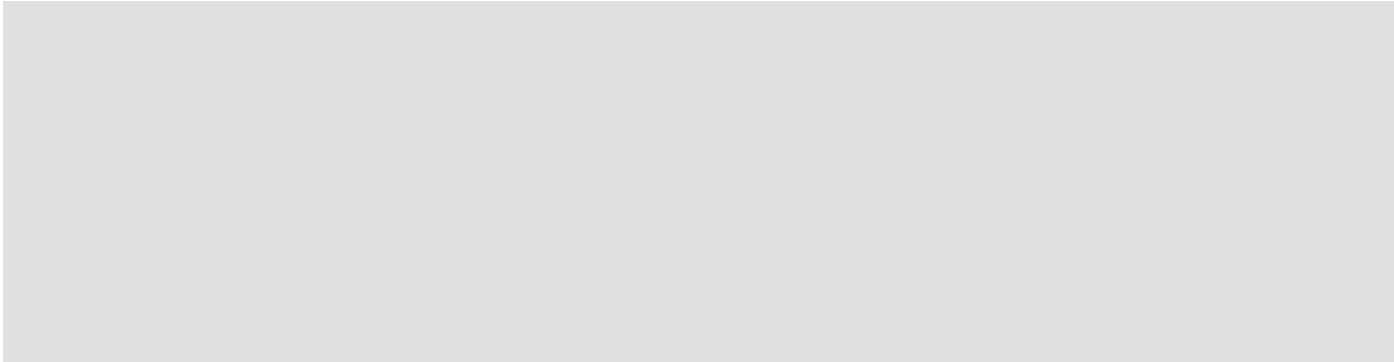
My Account



Support



Call 800.800.4239



CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE PURCHASE OF FIREWALL RENEWAL LICENSE FOR SOFTWARE AND HARDWARE SUPPORT

BACKGROUND:

To maintain the District's network internal resources secure, it is critical to renew the district's firewall's hardware and software support. The District's firewall monitors and controls the incoming and outgoing network traffic access. It is our first line of defense, using predetermined security rules that allow FWISD to keep our security strategy current. This renewal covers 7/12/2025 – 7/11/2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Firewall Renewal License for Software and Hardware Support
2. Decline to Approve Purchase of Firewall Renewal License for Software and Hardware Support
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Firewall Renewal License for Software and Hardware Support

FUNDING SOURCE: **Additional Details**

General Fund	199-53-6399-423
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COST:

\$84,482.88

VENDOR(S)/PROVIDER(S):

SHI Government Solutions, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
TIPS – Technology Solutions, Products and Services Contract #230105

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

District-Wide

RATIONALE:

Approval of this renewal allows the FWISD to continue providing a more secure network for internal business and instructional operations.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



Pricing Proposal
Quotation #: 25840173
Created On: 2/13/2025
Valid Until: 7/11/2025

TX-City of Fort Worth Independent School District

Kenneth Manning

7060 CAMP BOWIE BLVD
ATTN: ACCOUNTS PAYABLE
Fort Worth, TX 76116
United States
Phone: 817.814.3014
Fax:
Email: kenneth.manning@fwisd.org

Inside Account Manager

Joe Antico

3828 Pecana Trail

Austin, TX 78749
Phone: 732-584-8457
Fax:
Email: joseph_antico@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PA-5450, Premium support, 1 year (12 months), term, renewal. Palo Alto Networks - Part#: PAN-SVC-PREM-5450-R Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Serial #: 019901003273 Coverage Term: 7/12/2025 – 7/12/2026	1	\$41,140.40	\$41,140.40
2 PA-5450, Premium support, 1 year (12 months), term, renewal. Palo Alto Networks - Part#: PAN-SVC-PREM-5450-R Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Serial #: 019901003621 Coverage Term: 7/12/2025 – 7/12/2026	1	\$41,140.40	\$41,140.40
3 Premium support renewal, Panorama 25 devices Palo Alto Networks - Part#: PAN-SVC-PREM-PRA-25-R Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Serial #: 000702976099 Coverage Term: 7/12/2025 – 7/12/2026	1	\$2,202.08	\$2,202.08
Total			\$84,482.88

Additional Comments

Palo Alto has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE PURCHASE OF E-RATE CONSULTING SERVICES FOR CATEGORY 1 AND 2 PROJECTS**

BACKGROUND:

This vendor provides support for all aspects of planning, preparing and submitting E-Rate forms to comply with Schools and Libraries Division (SLD) guidelines and ensures that Fort Worth ISD receives the maximum amount of E-Rate reimbursement possible for Category 1 and Category 2 projects. Category 1 services focus on providing broadband connectivity to schools and libraries. This includes services such as internet access, data transmission, leased lit and dark fiber, and satellite services. Category 2 services are all about enhancing broadband connectivity within schools and libraries. These services include internal connections (e.g., routers, switches, access points), basic maintenance of internal connections, and managed internal broadband services. This will be for services beginning July 1, 2025 through June 30, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of E-Rate Consulting Services for Category 1 and 2 Projects
2. Decline to Approve Purchase of E-Rate Consulting Services for Category 1 and 2 Projects
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of E-Rate Consulting Services for Category 1 and 2 Projects

FUNDING SOURCE: **Additional Details**

General Fund	199-53-6291-423
--------------	-----------------

COST:

\$76,000.00

VENDOR(S)/PROVIDER(S):

E-Rate Elite Services, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
TIPS Contract 240601

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

District-wide

RATIONALE:

Approval to purchase E-Rate consulting services will help ensure the continuation of filing applications in a strategic manner that observes the latest E-Rate program rules and utilizes the funding formula to its fullest.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



QUOTE

E-Rate Elite Services, Inc.*Funding Technology Made Easier*

DATE: JANUARY 23, 2025

10989 Red Run Blvd, Owings Mills, MD 21117
 Phone 410.902.5800 Fax 410.581.1209

TO Ramesh Krishnamurthy
 Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

JOB	PAYMENT TERMS	DUE DATE
E-Rate Consulting TIPS Contract 240601	Quarterly	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	Funding Year 2025 E-Rate Consulting Services (July 1, 2025 - June 30, 2026) <ul style="list-style-type: none"> - Work with Department of Technology in providing requirements to support request for proposals (RFPs) to support E-Rate compliance guidelines - Review and provide support with E-Rate planning, contract preparation to support E-Rate program - Collect and manage all aspects of gathering all necessary information to prepare and submit all E-Rate forms. Serve as the first point of contact on all SLD reviews, prepare appeals if needed, and coordinate with Technology Department on billing issues with District suppliers. - Monitor E-Rate utilization and budgets per site or for overall District eligible spend. - Create, complete and submit all required E-Rate documentation for each project to ensure Fort Worth ISD receives the maximum amount of E-Rate funding reimbursement possible. Review and check all documentation for accuracy, thoroughness and completeness. - Collect E-Rate data and E-Rate filings to ensure Fort Worth ISD receives SLD E-Rate funding. - E-Rate applications submitted on behalf of Fort Worth ISD shall be comprehensive and include all products and services eligible in any given funding year for Category 1 and 2. - Use the District's digital archives or provide access to one to organize all E-Rate submissions. - Answer all Program Integrity Assurance (PIA) questions. - File invoice Extensions requests - File BEAR Form(s) - FCC Form 472 - Assist service providers with submission of SPI Form(s) - FCC Form 474 	\$19,000.00	\$76,000.00
Subtotal			\$76,000.00
Total			\$76,000.00

Quotation prepared by: Garnet Person, _____

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE SERVICE OF DISTRICT MACBOOKS, IPADS AND CHROMEBOOKS

BACKGROUND:

The Division of Technology is utilizing contracted services to clean, update, and load software on over 70,000 MacBooks iPads, and Chromebooks this summer. This task removes outdated software and helps minimize security vulnerabilities. Technology personnel will work alongside the contracted teams to ensure inventory is properly kept and schedules are met. The contracted services run from April to June 2025.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Service of District MacBooks, iPads and Chromebooks
2. Decline to Approve Service of District MacBooks, iPads and Chromebooks
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Service of District Macbooks, iPads and Chromebooks

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6299-423

COST:

\$234,969.71

VENDOR(S)/PROVIDER(S):

Delcom Group

PURCHASING MECHANISM:

Interlocal Agreement
TIPS 240101 Technology Solutions, Products and Services

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

District Wide

RATIONALE:

This large-scale task exceeds the capacity of the in-house team; therefore, these services are needed to ensure all devices are secure and up to date for all students before the new academic school year.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



Corporate Office
2525B E SH 121, Ste 400
Lewisville, TX 75056
Phone: 214.389.5500 | Fax: 214.389.5505
www.delcomgroup.com

QUOTE
55045

BILL TO		JOB LOCATION
Company: FORT WORTH ISD	Company: FORT WORTH ISD	Date: 2025-02-19
Address: 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116	Address: 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116	Sales Rep: CARLOS FIGUEROA
Contact: DARLA POWELL	Contact: NEIL BOLTON	Phone: (817) 832 6435
Phone: (817) 814 3000	Phone: (817) 814 3000	Email: CARLOSF@DELCOMGROUP.COM
		Contract: TIPS 240101 AV/PC

TITLE
SUMMER PROJECT- DEVICE SERVICES
SCOPE OF WORK

Scope of Work:

Delcom will deploy 10 teams at 13 FWISD locations to service **Macbooks (30,422)** and **iPad (34,552)**

22 Delcom employees requested (1 FWISD employee for each team)

Dates: May 26th June 30th, 2025

Monday thru Thursday 10 hours per day

Services: Sort machines by condition, clean device, apply latest image, record asset info

Delcom will deploy 1 team of 4 Delcom people to service **Chromebooks (12,000)**

FWISD warehouse

Dates: April 28th thru May 26th, 2025

Monday thru Friday 8 hours daily

Services: Sort machines by condition and prepare devices under warranty for pickup, clean device, record asset info.

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MAC/IPAD PROFESSIONAL SERVICES				
MAC/IPAD PROFESSIONAL SERVICES TOTAL:				\$201,516.97
CHROMEBOOK PROFESSIONAL SERVICES				
CHROMEBOOK PROFESSIONAL SERVICES TOTAL:				\$33,452.74

To prevent processing delays, please email all purchase orders to: orders@delcomgroup.com

Tariff & Pricing Adjustment Statement

Delcom Group provides transparent pricing; however, tariffs and manufacturer-imposed adjustments are beyond our control and subject to change at any time. All quotes reflect pricing at the time of issuance and may be adjusted based on manufacturer changes. While we work to process orders efficiently, Delcom Group is not responsible for tariff-related price increases or manufacturer adjustments after a quote has been issued.

Terms and Conditions

Subtotal:	\$234,969.71
Tax:	\$0.00
Total:	\$234,969.71

**CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025**

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 2025-26 school year and would be valid July 1, 2025 through June 30, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Renewal of Annual Maintenance and Support of the Student Information System
2. Decline to Approve Renewal of Annual Maintenance and Support of the Student Information System
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of Annual Maintenance and Support of the Student Information System

FUNDING SOURCE: **Additional Details**

General Fund	199-53-6249-423
--------------	-----------------

COST:

\$418,502.25

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:

Ramesh Krishnamurthy, Chief Technology Officer

FOCUS SCHOOL SOFTWARE, LLC
P.O. Box 2194
St. Petersburg, FL 33731-2194
+17273882005
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 # 2025-3172SIS

DATE 01/23/2025

EXPIRATION DATE 04/30/2025

ACTIVITY	QTY	RATE	AMOUNT
Focus/SIS Annual Maintenance and Support (RFP #21-091-C - Technology Products, Materials, Services and Equipment) (July 1, 2025-June 30, 2026)	72,783	4.00	291,132.00
Hosting	72,783	1.25	90,978.75
Focus School Choice Module	72,783	0.50	36,391.50
SUBTOTAL			418,502.25
TAX			0.00
TOTAL			\$418,502.25

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE DISTRICT-WIDE COMPLIANCE TRAINING MANAGEMENT SYSTEM FOR THE 2025-26 SCHOOL YEAR

BACKGROUND:

The District-wide training management system provides an online platform of self-paced courses for required compliance training for all District personnel. It includes access to a comprehensive library of evidence-based courses on important topics in one convenient online system, such as the Exceptional Child Library and the School Bus Driver Safety Library. The platform provides the District flexibility to build courses and custom groups to support the assignment of training to staff, making it an effective way to administer regulatory compliance and professional learning. The performance period is for one year, August 31, 2025 – August 30, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve District-Wide Compliance Training Management System for the 2025-26 School Year
2. Decline to Approve District-Wide Compliance Training Management System for the 2025-26 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve District-Wide Compliance Training Management System for the 2025-26 School Year

FUNDING SOURCE: **Additional Details**

General Fund	199-53-6399-423
--------------	-----------------

COST:

\$75,242.15

VENDOR(S)/PROVIDER(S):

Scenario Learning, LLC dba Vector Solutions

PURCHASING MECHANISM:

Cooperative Agreement
Allied States 23-7452

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

District Wide

RATIONALE:

This training is an easy and cost-effective way to administer and track compliance for professional learning

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



K-12 SAFETY & PROFESSIONAL GROWTH SOLUTIONS

Proposal for

Fort Worth Independent School District

Prepared by:

Dana Brewer / Senior Renewal Manager
Scenario Learning, LLC dba Vector Solutions
2135 Dana Ave., Suite 300
Cincinnati, OH 45207
Ph: 800.434.0154 / Fax: 513.366.4074

Scenario Learning, LLC dba Vector Solutions
Pricing/Schedule A

Date:

Pricing valid for 30 days.

Client Information

Client Name: Fort Worth Independent School District	
Address: 7060 Camp Bowie Blvd. Fort Worth, Texas 76116	
Primary Contact Name:	Primary Contact Phone:

Term

Effective Date: 08/31/2025	Initial Term (months): 12.0
--------------------------------------	---------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Victoria Miller			
Billing Address: 7060 Camp Bowie Blvd. Fort Worth, Texas 76116	Billing Phone: (817) 814-2000		
Billing Email: victoria.miller@fwisd.org	PO#: PO Not Required	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
SafeSchools Online Staff Training System - Annual Subscription -Region 11 Consortium Discount	1.0	-\$3,923.30	-\$3,923.30
School Bus Safety Company's Driver Safety Bundle (SBSC50) - Annual Subscription	1.0	\$5,964.29	\$5,964.29
*Total:			\$75,242.15

Product	Quantity	Price	Sub Total
Exceptional Child Course Library - Add-On Content in SafeSchools Training - Annual Subscription	1.0	\$20,471.16	\$20,471.16
SafeSchools Online Staff Training System - Annual Subscription	11800.0	\$3.93	\$46,374.00
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription - Contractor's Site	300.0	\$9.10	\$2,730.00
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription- Student Site	350.0	\$10.36	\$3,626.00

***Total:** \$75,242.15

***Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Confidential and Proprietary

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE THE RENEWAL AND AWARDING OF PROBATIONARY AND TERM CHAPTER 21 CONTRACTS OF SPECIFIED CERTIFIED EMPLOYEES FOR THE 2025-2026 CONTRACT YEAR**

BACKGROUND:

State law requires the District to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. (Policy DCA) Full-time professional employees new to the District and employed in positions requiring Texas educator certification are employed under a Chapter 21 probationary contract during their first year of employment. Probationary contracts are for a term of one school year and may be renewed for two additional one-year periods. Unless employed under a probationary contract [see DCA] or a continuing contract [see DCC], a school district shall employ each classroom teacher, principal, librarian, nurse, or school counselor under a term contract as provided by Education Code Chapter 21, Subchapter E. *Education Code 21.002(a)*. (Policy DCB) Full-time professionals employed in positions requiring Texas educator certification will be employed under Chapter 21 term contracts after they have successfully completed the probationary period. Each term contract is subject to the approval of the board.

STRATEGIC PRIORITY:

1 – Student Academic Excellence

ALTERNATIVES:

1. Approve the renewal and awarding of Probationary and Term Chapter 21 Contracts of specified certified employees for the 2025-2026 contract year.
2. Decline to Approve the renewal and awarding of Probationary and Term Chapter 21 Contracts of specified certified employees for the 2025-2026 contract year.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the renewal and awarding of Probationary and Term Chapter 21 Contracts of specified certified employees for the 2025-2026 contract year.

FUNDING SOURCE: **Additional Details**

No Cost

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

District-wide

RATIONALE:

In accordance with Education Code Chapter 21, Subchapter E. *Education Code 21.002(a)*, the District is required to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts.

INFORMATION SOURCE:

Woodrow Bailey, Chief Talent Officer
Talent Management Division

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE 2024-2025 TURNAROUND PLANS

BACKGROUND:

Turnaround Plans (TAPs) outline the detailed implementation plan for campuses identified as Comprehensive Support and Improvement (CSI) for two or more consecutive years after their initial identification.

According to Texas Education Code (TEC), §39A.057, TAPs are submitted to the Board of Trustees for approval and presented in a public hearing after receiving feedback from campus stakeholders. TAPs include a strategy of improvement and details for allocating budgets, staffing, and other district resources to build systems and capacity.

The following campuses have been identified as unacceptable for two consecutive years, as indicated by a CSI Failure to Exit Criteria count of two or more.

Success High School
Morningside Middle School
Leonard Middle School

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve 2024-2025 Turnaround Plans
2. Decline to Approve 2024-2025 Turnaround Plans
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2024-2025 Turnaround Plans

FUNDING SOURCE: **Additional Details**

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Schools identified by the Texas Education Agency (TEA) as needing a Turnaround Plan

RATIONALE:

Turnaround Plans are essential for achieving the District's and campuses' goals for student outcomes. To meet the requirements of the Texas Education Code and align the District's Strategic Plan with Turnaround Plans, Board approval is necessary.

INFORMATION SOURCE:

Nancy Sticksel, Associate Superintendent of Transformation, Innovation, and Accountability

Fort Worth Independent School District

State Accountability Improvement Required Campuses 2023-24



Each Comprehensive Support and Improvement (CSI) with two consecutive years of CSI identification after the initial identification campus is required to submit a [Turnaround Plan \(TAP\)](#) to TEA.

A link to each campus' TAP is available in the table below.

23-24 Identification of Schools for Improvement	Number of Campuses	24-25 # Gr PK-12 Enrollment	24-25 % Gr PK-12 Enrollment
Targeted Support and Improvement (TSI)	22	11,997	16.9%
Additional Targeted Support (ATS)	6	3,580	5.1%
Comprehensive Support and Improvement (CSI)	23	16,511	23.3%
Other campuses (not on ESSA IR list)	85	38,796	54.7%
Total Enrollment		70,884	100.0%

23-24 Identification of Schools for Improvement	# of Years CS	Location Short Name	Area	24-25 PK-12 Enrollment	Accountability School Type
Comprehensive Reidentified	5	021 Success HS	Area 1	595	AEA
Comprehensive Progress	5	054 Morningside MS	Area 3	416	MS
Comprehensive Identified	4	061 Leonard MS	Area 1	573	MS
Total Enrollment				1,584	

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE THE PURCHASE OF INSTRUCTIONAL MATERIALS FOR THE 2025/2026 SCHOOL YEAR.

BACKGROUND:

The District recommends the purchase of student resources in Literacy, Social Studies, Math, Science, World Languages, Health and PE, CTE, Visual and Performing Arts, and Early Literacy for the 2025/2026 school year as listed below.

The resources listed below are one-year purchases. The purchases are being made either with General Funds or with Instructional Materials and Technology Allotment (IMTA) funds provided by the Texas Education Agency (TEA). Districts receive an instructional materials allotment amount determined biennially by the TEA commissioner and based on legislative appropriation. These funds will become fully available on September 1, but districts can access 80% of the funds beginning in May. The allotment funds can be accessed through the IMTA online ordering system.

Content Area	Course	Vendor	Cost
Literacy	9 – 12 Literacy	ThinkCERCA.com	\$156,632.40
Social Studies	Grade 7 – 8 Social Studies	HMH Education Company	\$163,800.00
Social Studies	Sociology	HMH Education Company	\$21,024.00
Social Studies	Middle and High School Digital resources that cut across all core social studies courses	The DBQ Company	\$61,312.50
Social Studies	AP African American Studies	Bedford, Freeman & Worth	\$34,907.25
Social Studies	K - 5 Social Studies Materials	Gateway Education Holdings dba SAVVAS	\$541,051.18 \$536,201.00
Social Studies	Grade 6 Social Studies Materials	Cengage Learning	\$95,550.00
Social Studies	Grade 9 - 12 Social Studies Resources	McGraw-Hill	\$241,275.00
Math	Algebra 1 Supplemental Resource	McGraw-Hill	\$202,510.00
Math	Statistics	Bedford, Freeman & Worth	\$16,500.00

Math	AP Statistics	Bedford, Freeman & Worth	\$16,500.00
Math	College Prep Math	McGraw-Hill	\$73,140.00
Math	Accelerated 6th Grade Math and Honors Algebra I	The College Board	\$23,589.23 \$58,481.00
Math	Algebra II and Geometry	HMH Education Company	\$44,612.30
Math	Honors Algebra II, Honors Geometry, Honors PreCalculus	The College Board	\$16,971.35 \$119,350.00
Math	Algebraic Reasoning	Cosenza & Associates	\$6,000.00
Math	Math Models	Gateway Education Holdings dba SAVVAS	\$26,235.00
Science	AP Physics	Gateway Education Holdings dba SAVVAS	\$21,250.00
Science	AP Environmental Science	Cengage Learning	\$43,313.00
Science	AP Physics C - Mechanics	Cengage Learning	\$1,750.00
Science	AP Chemistry	Cengage Learning	\$3,750.00
Science	AP Biology	McGraw-Hill	\$70,884.00
Science	K-5 Science Teacher Materials	HMH Education Company	\$161,240.07
Science	K - 5 Science Student Materials	HMH Education Company	\$290,972.00 \$179,401.20
Science	K - 5 Science Kits	HMH Education Company	\$391,962.08
Science	6 - 8 Science Kits	Gateway Education Holdings dba SAVVAS	\$2,014,299.50
World Languages	Heritage Learner Spanish	ARC Document Solutions dba Riot Creative Imaging	\$27,447.50
World Languages	AP Spanish Literature	Wayside Publishing	\$17,825.05 \$9,630.00
World Languages	AP Spanish Languages	Vista Higher Learning	\$28,669.50 \$52,465.00
World Languages	Spanish	Gateway Education Holdings dba SAVVAS	\$13,882.50 \$243,892.50
World Languages	French	HMH Education Company	\$58,358.00 \$23,906.00
Health and PE	Secondary Health and Human Sexuality	Choosing the Best Publishing	\$10,508.63 \$46,322.00
CTE	Marketing, Accounting, Entrepreneurship	Stukent, Inc.	\$265,000.00

CTE	Health Sciences	Pearson Education, Inc.	\$4,999.50
CTE	Principles of Information Technology, Computer Maintenance, Computer Technician Practicum, Robotics, Engineering Design and Problem Solving, Basic Collision Repair and Refinishing	Goodheart-Willcox Publisher	\$76,609.50
CTE	Introduction to Aircraft Technology, Aircraft Airframe Technology, Aircraft Powerplant Technology	Boeing Digital Solutions, Inc.	\$5,658.30
CTE	Collision Repair, Paint and Refinishing	Inter-Industry Conference Auto Collision Repair (I-CAR)	\$1,200.00
CTE	Principles of Agriculture, Food, and Natural Resources, Agricultural Mechanics And Metal Technologies, Livestock Production, Small Animal Management, Equine Science, Veterinary Medical Applications , Veterinary Medical Applications, Advanced Animal Science, Floral Design, Agricultural Structures Design and Fabrication/Agricultural Laboratory and Field Experience, Agricultural Equipment Design and Fabrication, Principles of Hospitality and Tourism, Hotel Management, Advanced Culinary, Principles of Manufacturing, Introduction to Welding	CEV Multimedia, LLC	\$64,845.00
CTE	Hospitality and Tourism Management	National Restaurant Association Solutions, LLC	\$2,940.41 \$413.10
CTE	Principles of Architecture	Goodheart-Willcox Publisher	\$5,160.00 \$7,398.00
CTE	Construction Technology, Principles of Construction, Electrical Technology, Introduction to Culinary Arts, Welding	Pearson Education, Inc.	\$42,744.50 \$45,847.90
CTE	Culinary Arts	eDynamic LP	\$20,860.00
CTE	Teaching & Training	Texas Tech University	\$49,960.00
CTE	Graphic Design & Illustration, Fashion Design, Animation, Digital Communications	Pearson Education, Inc.	\$70,861.50 \$30,037.50
CTE	Digital Gaming	Goodheart-Willcox Publisher	\$11,100.00
CTE	Mobile App Development, Professional Communications, General Employability Skills	B.E. Publishing	\$12,237.50
CTE	Business Management, Business Law, Advertising, Money Matters	CEV Multimedia, LLC	\$69,280.00
CTE	Accounting I & II, Cosmetology	Cengage Learning	\$5,137.50 \$113,702.03

CTE	Health Sciences, Principal and General Clinicians I	Goodheart-Willcox Publisher	\$204,786.96 \$103,202.16
CTE	Automotive Basics/ Automotive Technology I, Maintenance and Light Repair/ Auto Technology II, Automotive Service	Electude USA, LLC	\$59,450.00
CTE	Law Enforcement, Legal Studies	CEV Multimedia, LLC	\$3,210.00
CTE	Touch System Data Entry	Typing.com	\$56,538.00
CTE	Principles of Arts, AV, and Digital Communications	CEV Multimedia, LLC	\$26,700.00
VPA	Visual Arts	The Art of Education University	\$15,192.00
VPA	Music (Method Books)	Music First, LLC	\$155,212.20
VPA	K-5 Music/Art	Music First, LLC	\$94,819.00
VPA	AP Music Theory	Kees Academic Press Amazon.com, Inc. W.W. Norton & Company, Inc.	\$3,730.50 \$2,339.10 \$12,355.20
VPA	K - 5 Music	QuaverEd	\$130,725.00
VPA	6 - 12 Theatre	Perfection Learning	\$28,219.97
Early Learning	Books English PK3-4	Teaching Strategies	\$5,913.60
Early Learning	Books Spanish PK3-4	Teaching Strategies	\$5,174.40
Early Learning	STEM/Fine Arts Kits	Lakeshore Learning Materials	\$5,565.20
Early Learning	Curriculum Kits PK/4	Teaching Strategies	\$102,000.00
Early Learning	Curriculum Kits PK/4 Dual Language	Teaching Strategies	\$64,200.00
Early Learning	Curriculum Kits PK/3	Teaching Strategies	\$100,560.00
Early Learning	Curriculum Kits PK/3 Dual Languages	Teaching Strategies	\$57,540.00
Early Learning	Literacy Libraries - Spanish	Teaching Strategies	\$21,870.00
Early Learning	Literacy Libraries - English	Teaching Strategies	\$31,752.00
Early Learning	Scholastic Big Books Spanish	Scholastic, Inc.	\$26,432.50
Early Learning	Scholastic Big Books English	Scholastic, Inc.	\$16,916.80

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of Instructional Resources for the 2025/2026 School Year.
2. Decline to Approve Purchase of Instructional Resources for the 2025/2026 School Year.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Instructional Resources for the 2025/2026 School Year.

FUNDING SOURCE:

TEA Instructional Materials Allotment
General Fund 2024/2025 School Year

Additional Details

410-11-6321-165.....	\$6,321,689.98
199-11-6329-160.....	\$34,907.25
199-11-6299-134.....	\$30,225.25
199-11-6329-134.....	\$17,825.00
199-11-6399-134.....	\$28,669.50
199-11-6329-142.....	\$10,508.63
199-11-6321-221.....	\$138,464.71
199-11-6321-150.....	\$18,424.80
199-11-6321-143.....	\$16,653.20
General Fund 2025/2026 School Year	199-11-6399-xxx \$1,793,176.10

COST:

\$8,410,544.42

VENDORS(S)/PROVIDER(S):

Amazon.com, Inc.	\$2,339.10
ARC Document Solutions, LLC dba Riot Creative Imaging	\$30,225.25
B.E. Publishing	\$12,237.50
Bedford, Freeman & Worth Publishing Group, LLC	\$67,907.25
Boeing Digital Solutions, Inc.	\$5,658.30
Cengage Learning, Inc.	\$263,202.53
CEV Multimedia, LLC	\$164,035.00
Choosing the Best Publishing, LLC	\$56,830.63
Cosenza & Associates, LLC	\$6,000.00
eDynamic LP	\$20,860.00
Electude USA, LLC	\$59,450.00
Gateway Education Holdings, LLC dba SAVVAS Learning Company	\$3,396,811.68
Goodheart-Willcox Publisher	\$408,256.62
HMH Education Company	\$1,335,275.65
Inter-Industry Conference on Auto Collision Repair (I-CAR)	\$1,200.00
Kees Academic Press	\$3,730.50
Lakeshore Learning Materials, LLC	\$5,565.20
McGraw-Hill, LLC	\$587,809.00
Music First, LLC	\$250,031.20
National Restaurant Association Solutions, LLC	\$3,353.51
Pearson Education, Inc.	\$194,490.00
Perfection Learning	\$28,219.97
QuaverEd	\$130,725.00
Scholastic, Inc.	\$43,349.30
Stukent, Inc.	\$265,000.00
Teaching Strategies, LLC	\$389,010.00
Texas Tech University	\$49,960.00
The Art of Education University	\$15,192.00
The College Board	\$218,391.58
The DBQ Company	\$61,312.50
ThinkCERCA.com, Inc.	\$156,632.40

Typing.com, LLC	\$56,538.00
Vista Higher Learning	\$81,134.50
Wayside Publishing	\$27,455.05
W.W. Norton & Company, Inc.	\$12,355.20

PURCHASING MECHANISM

The above purchases have been evaluated in accordance with the Texas Education Code Section 44.031 (b). The vendors listed above have been selected to support these purchases. All documentation will be made available in the Procurement Services Department for review.

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

All campuses

RATIONALE:

Approval of these instructional resources will ensure that students have the necessary materials before the start of the 2025/2026 school year.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE ATTENDANCE BOUNDARY ADJUSTMENTS AT S. S. DILLOW ELEMENTARY SCHOOL, D. MCRAE ELEMENTARY SCHOOL, T. A. SIMS ELEMENTARY SCHOOL, AND THE LEADERSHIP ACADEMY AT MAUDE I. LOGAN FOR THE 2025-2026 SCHOOL YEAR**

BACKGROUND:

In the spring of 2025, cosmetic building defects at S. S. Dillow Elementary School were reported to Maintenance Services. These building defects appeared to be rapidly worsening, which prompted a thorough investigation into the source of the damage. The cause was ultimately identified as a water leak somewhere within a 2,000 square foot area in the vicinity of the main office and nurse station. Costly, extensive, and invasive work would be required to properly isolate the origin source, with no guarantee of resolution or further related damage.

Beginning in the fall of 2025, S. S. Dillow Elementary School will close and students will permanently relocate to nearby neighborhood campuses including D. McRae Elementary School, T. A. Sims Elementary School, and the Leadership Academy at Maude I. Logan. These boundary adjustments will consolidate facilities, maximize campus utilization, enhance efficiency, and allow for increased equity in allocating resources.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Attendance Boundary Adjustments at S. S. Dillow Elementary School, D. McRae Elementary School, T. A. Sims Elementary School, and the Leadership Academy at Maude I. Logan for the 2025-2026 School Year
2. Decline to Approve Attendance Boundary Adjustments at S. S. Dillow Elementary School, D. McRae Elementary School, T. A. Sims Elementary School, and the Leadership Academy at Maude I. Logan for the 2025-2026 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Attendance Boundary Adjustments at S. S. Dillow Elementary School, D. McRae Elementary School, T. A. Sims Elementary School, and the Leadership Academy at Maude I. Logan for the 2025-2026 School Year

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:

District Operations
Learning & Leading
S. S. Dillow Elementary School
D. McRae Elementary School
T. A. Sims Elementary School
Leadership Academy at Maude I. Logan

RATIONALE:

Costly, extensive, and invasive work would be required to properly isolate the origin source, with no guarantee of resolution or further related damage. Assuming that the leak could be isolated, additional damage is likely to surface over time as the ground dries and the foundation settles. This movement poses a high risk for further displacement of water and sewer lines, which would lead to additional leaks and needed repairs.

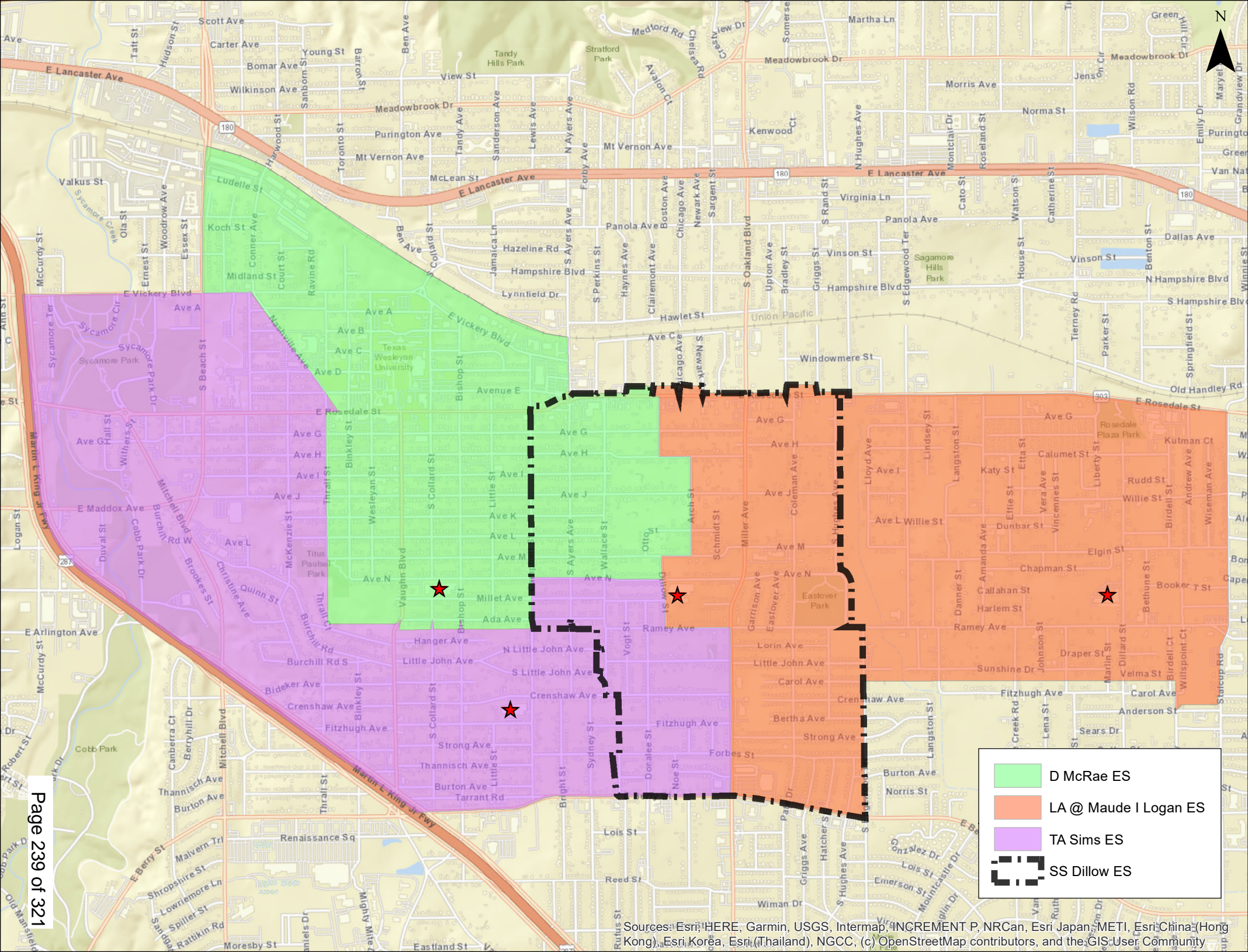
Currently, all four campuses identified for boundary adjustments are underutilized. There is capacity for 2,721 students; however, there are only 1,851 students enrolled. Consolidation of S. S. Dillow Elementary would still allow for ample capacity, with campus utilization rates in the 80% range. This allows for increased operational efficiency and prioritizes resource allocations for the classroom as opposed to maintaining excess square footage.

Campus	Capacity	2024-2025		2025-2026	
		Enrollment	Utilization	Enrollment	Utilization
S. S. Dillow Elementary	629	432	68.7%		
LA @ Maude I. Logan	606	322	53.1%	498	82.2%
D. McRae Elementary	743	544	73.2%	650	87.5%
T. A. Sims Elementary	743	553	74.4%	667	89.8%

**Enrollment numbers are based on Fall 2024 PEIMS snapshot data. The future enrollment estimate includes students residing within the boundary zones.*

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations



- D McRae ES
- LA @ Maude I Logan ES
- TA Sims ES
- SS Dillow ES

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR A GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR JEAN MCCLUNG MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On May 28, 2024, 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 Jean McClung Middle School Renovations, CMAR #24-041.

Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract for pre-construction services on June 6, 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 PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

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

FUNDING SOURCE: **Additional Details**

CIP 2021 661-81-6629-070

COST:

Not to Exceed \$14,165,790.00

VENDOR(S)/PROVIDER(S):

SFP2 JV

PURCHASING MECHANISM:

Competitive Solicitation

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

Capital Improvement Program
TEA #070 Jean McClung 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 of Operations

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE THE BUDGETS AND ADJUSTMENTS TRANSFERRING FUNDS FROM PROGRAM CONTINGENCY AND BOND INTEREST TO ELEMENTARY SCHOOL REPLACEMENT #3 TO ACCOMMODATE FUTURE PROGRAM NEEDS FOR THE 2021 BOND PROJECTS

BACKGROUND:

In alignment with the approval of the bond program in November of 2021 for capital improvement projects across the District, the following table reflects the budgets allocated for current projects.

Org	School / Project	Budget	Transfer	Revised Budget
021/194	Schools/Programs of Choice (Como Success Academy & Daggett Montessori)	42,585,376	0	42,585,376
042	Daggett Middle School	34,535,227	0	34,535,227
044	JP Elder Middle School	51,019,173	0	51,019,173
045	Forest Oak Middle School	64,135,847	0	64,135,847
048	William James Middle School	52,981,019	0	52,981,019
049	Kirkpatrick Middle School	38,890,739	0	38,890,739
050	McLean Middle School	74,959,253	0	74,959,253
051	WA Meacham Middle School	51,443,509	0	51,443,509
052	Meadowbrook Middle School	48,454,422	0	48,454,422
053	William Monnig Middle School	45,172,104	0	45,172,104
054	Morningside Middle School	55,321,979	0	55,321,979
055	Applied Learning Academy	38,748,439	0	38,748,439
056	Riverside Middle School	48,339,877	0	48,339,877
057	Rosemont Middle School	69,833,185	0	69,833,185
058	WC Stripling Middle School	60,426,944	0	60,426,944
059	J Martin Jacquet Middle School	44,046,438	0	44,046,438
060	Wedgwood Middle School	61,694,266	0	61,694,266
061	Leonard Middle School	47,247,089	0	47,247,089
069	McLean 6th Grade	701,301	0	701,301
070	Jean McClung Middle School	20,749,082	0	20,749,082
081	Young Women's Leadership Academy	19,279,674	0	19,279,674
125	Elementary School Replacement #1 at Eastern Hills Site	67,238,659	0	67,238,659
147/999	Early Childhood Centers	823,014	0	823,014
160	Elementary School Replacement #2 at Maudrie Walton Site	58,738,659	0	58,738,659
184	Elementary School Replacement #3	44,238,660	25,000,000	69,238,660
256	Rolling Hills Elementary School	49,588,776	0	49,588,776
999	Building and Land Acquisition	9,081,885	0	9,081,885
	Administration Budget	10,917,043	0	10,917,043
999	Program Contingency	22,000,000	(22,000,000)	0
	Total	1,233,191,639		1,233,191,639
918	Bond Interest as of March 26, 2025	37,045,136	(3,000,000)	34,045,136
	Total 2021 Bond Budget Amount with interest as of March 26, 2025	1,270,236,775	0	1,270,236,775

This budget adjustment request is to transfer funds from Program Contingency and Bond Interest to Elementary School Replacement #3 to accommodate future program needs for 2021 Bond projects.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve the Budgets and Adjustments Transferring Funds from Program Contingency and Bond Interest to Elementary School Replacement #3 to Accommodate Future Program Needs for the 2021 Bond Projects
2. Decline to Approve the Budgets and Adjustments Transferring Funds from Program Contingency and Bond Interest to Elementary School Replacement #3 to Accommodate Future Program Needs for the 2021 Bond Projects
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Budgets and Adjustments Transferring Funds from Program Contingency and Bond Interest to Elementary School Replacement #3 to Accommodate Future Program Needs for the 2021 Bond Projects

FUNDING SOURCE: **Additional Details**

CIP 2021	661-81-6629-184
	662-81-6629-184
	661-81-6629-000

COST:

The cost adjustment of the budget between all funding sources will be made as indicated in the table above.

VENDOR(S)/PROVIDER(S):

Not applicable

PURCHASING MECHANISM:

Not a Purchase

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

Capital Improvement Program

RATIONALE:

The intent of this board agenda item is to present to the Board of Education the transfer of funds from Program Contingency and Bond Interest to Elementary School Replacement #3 to accommodate future program needs for 2021 Bond projects.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR GMP AMENDMENT #2 FOR CONSTRUCTION SERVICES FOR INFORMATION TECHNOLOGY (IT) SCOPE OF WORK AT WEDGWOOD MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

On May 23, 2023, 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 Wedgwood Middle School, CMAR #23-023. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract for Pre-Construction services on September 15, 2023.

On November 7, 2023, the Board of Education (BOE) approved the authorization to negotiate and amend the Pre-Construction contract for GMP Amendment #1. The District entered into a contract for GMP Amendment #1 on July 18, 2024.

The intent of GMP Amendment #2 is to procure and install the information technology (IT) scope of work at Wedgwood Middle School. The District is requesting Board authorization to negotiate and amend the contract with the Construction Manager at Risk to incorporate the IT Scope of work.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at Wedgwood Middle School 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 GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021 661-81-6629-060

COST:

Not to Exceed \$613,215.06

VENDOR(S)/PROVIDER(S):

Cadence McShane - Morales Construction, JV

PURCHASING MECHANISM:

Competitive Solicitation

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

Capital Improvement Program
TEA #060 Wedgwood Middle School

RATIONALE:

The Construction Manager at Risk 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 of Operations

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR A GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR MAUDRIE WALTON ELEMENTARY SCHOOL REPLACEMENT IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On June 27, 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 the Maudrie Walton Elementary School Replacement Campus (CMAR #23-013). Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract for pre-construction services on July 19, 2023.

On September 24, 2024, the BOE authorized negotiations to amend the pre-construction contract for GMP Amendment #1. However, GMP Amendment #1 has not yet been executed pending the incorporation of the information technology (IT) scope and other program requirements for the Maudrie Walton Elementary School Replacement Campus.

The District is now requesting Board authorization for a new Not to Exceed (NTE) amount that includes the procurement and installation of the IT scope and other program requirements. Upon execution of GMP Amendment #1, the project will transition into the construction phase.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Maudrie Walton Elementary School Replacement 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 Maudrie Walton Elementary School Replacement 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 Maudrie Walton Elementary School Replacement in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021 661-81-6629-160

COST:

Not to Exceed \$45,406,743.00

VENDOR(S)/PROVIDER(S):

Con-Real, LP

PURCHASING MECHANISM:

Competitive Solicitation

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

Capital Improvement Program
TEA #160 Maudrie Walton Elementary 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 of Operations

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH CONTRACTOR(S) FOR TURNKEY FF&E SERVICES FOR APPLIED LEARNING ACADEMY, FOREST OAK MIDDLE SCHOOL, AND RIVERSIDE MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B, The District issued a Request for Competitive Sealed Proposal (RFCSP 25-049) to select a Turnkey FF&E Contractor for Applied Learning Academy, Forest Oak Middle School, and Riverside Middle School with the following schedule of events:

First Advertisement	February 18, 2025
Second Advertisement	February 25, 2025
Deadline for Questions	February 27, 2025
Deadline to Receive Proposals	March 06, 2025
Board Approval of CMAR Firm	April 22, 2025

The District received six (6) responses to the request, but after initial review, determined that only five (5) of the responding vendors submitted complete proposals responsive to all areas of requested service and products. The evaluation committee evaluated each of the qualified responses in accordance with the evaluation criteria, including but not limited to the project-specific qualifications and costs as determined to provide the “best value” to the District.

The RFCSP stated the intent to award one turnkey service provider per campus, reserving the right to award vendors and campuses in the best interest of the District. In accordance with Texas Education Code §44.031, subchapter B, the district shall attempt to negotiate with the highest-ranked vendor. If the District is unable to negotiate successfully or the highest-ranked vendor declines to enter into a contract, the District shall formally end negotiations and proceed to negotiations with the next contractor as ranked until an agreement is reached or the scope is rebid.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with Contractor(s) for Turnkey FF&E Services for Applied Learning Academy, Forest Oak Middle School, and Riverside Middle School in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with Contractor(s) for Turnkey FF&E Services for Applied Learning Academy, Forest Oak Middle School, and Riverside Middle School 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 Contractor(s) for Turnkey FF&E Services for Applied Learning Academy, Forest Oak Middle School, and Riverside Middle School in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021	661-81-6629-055 Applied Learning Academy 661-81-6629-045 Forest Oak Middle School 661-81-6629-056 Riverside Middle School
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COST:

Not to Exceed \$1,385,045.00 Applied Learning Academy
Not to Exceed \$2,340,161.00 Forest Oak Middle School
Not to Exceed \$2,066,367.00 Riverside Middle School

VENDOR(S)/PROVIDER(S):

Facilitec DBA Business Interiors
Kay Davis Associates, LLC
MeTEOR Education, LLC
School Specialty, LLC
Tangram Interiors, LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFCSP #25-049

Solicitation/Proposal Statistics
Solicitation Number: 25-049

Number of Solicitations/Proposals received: 6
Compliant Solicitations: 5
HUB Firms: 2

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

Capital Improvement Program
TEA #055 Applied Learning Academy
TEA #045 Forest Oak Middle School
TEA #056 Riverside Middle School

RATIONALE:

FF&E Turnkey services are necessary for the planned renovation, addition, and new school projects for the 2021 Capital Improvement Program. The selected firm(s) will be required to provide a “turnkey” service to the District by managing the complete process from product planning, product delivery, to product inventory on site. PROCEDEO Group will coordinate with the selected firm regarding the construction schedule before scheduling product delivery. All products will be delivered at an agreed-upon delivery date. Approval of this authorization to enter into contracts for Furniture, Fixtures, and Equipment (FF&E) Turnkey Services for the 2021 Capital Improvement Program is vital to the overall success of delivering complete, operational, and fully functional spaces on time and within budget.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE CHANGE ORDER NO. 1 TO GMP #1 FOR CONSTRUCTION SERVICES AT WORKFORCE BASED HIGH SCHOOL PROJECT UTILIZING 2017 PROGRAM CONTINGENCY FUNDS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On November 7, 2023, the Board of Education approved the authorization to negotiate and enter into contract for GMP #1 with a Construction Manager at Risk CMAR #23-009 for Workforce Based High School Project in conjunction with the 2021 Capital Improvement Program.

This Change Order will allow for the installation of new Rooftop Units (RTUs) at Workforce Based High School, enhancing the heating and cooling systems to ensure a more comfortable and optimal learning environment.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Change Order No. 1 to GMP #1 for Construction Services at Workforce Based High School Project Utilizing 2017 Program Contingency Funds in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Change Order No. 1 to GMP #1 for Construction Services at Workforce Based High School Project Utilizing 2017 Program Contingency Funds in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Change Order No. 1 to GMP #1 for Construction Services at Workforce Based High School Project Utilizing 2017 Program Contingency Funds in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2017	671-81-6629-021
	672-81-6629-021

COST:

\$12,755,268 Current Not to Exceed Approved November 7, 2023
\$ 394,736 Additional Funds Requested
\$13,150,004 New Not to Exceed

VENDOR(S)/PROVIDER(S):

Teinert Construction, Inc.

PURCHASING MECHANISM:

Competitive Solicitation
CMAR #23-009

Solicitation/Proposal Statistics

Solicitation Number: 23-009
Number of Solicitations/Proposals received: 4
Compliant Solicitations: 4
Joint Venture Firms: 1
HUB Firms: 2

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

Capital Improvement Program
TEA #021 Workforce Based High School

RATIONALE:

The Construction Manager at Risk 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 of Operations

**ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025**

TOPIC: **APPROVE WATERLINE EASEMENT AGREEMENT WITH PMB I20
LAND LP AT RM 2871 PROPERTY**

BACKGROUND:

In 2019, Fort Worth ISD (FWISD) purchased a 15-acre parcel of land on RM 2871 just north of Aledo Road. The neighboring land owner, PMB I20 LAND LP, has requested an easement along the western edge of the property for a waterline installation to accommodate growth and development in the area. This will benefit FWISD in that future District projects at this location will have readily available access to water utilities.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Easement Agreement with PMB I20 LAND LP at RM 2871 Property
2. Decline to Approve Easement Agreement with PMB I20 LAND LP at RM 2871 Property
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Easement Agreement with PMB I20 LAND LP at RM 2871 Property

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not Applicable

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

District Operations

RATIONALE:

This easement will allow for utility upgrades to support ongoing development in the surrounding community. The FWISD property will benefit directly by gaining access to water for future development projects.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

UTILITY EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

GRANTOR(S): **FORT WORTH INDEPENDENT SCHOOL DISTRICT**

GRANTEE: **PMB I20 LAND LP,**
 a Texas limited partnership

GRANTEE'S MAILING ADDRESS: 4001 Maple Avenue, Suite 270, Dallas,
 Texas 75219

GRANTOR'S PROPERTY The tract or parcel of land owned by Grantor and described in **EXHIBIT "A"**, attached hereto and made a part hereof

PROPERTY: EASEMENT AREA: The tract or parcel of land described and depicted in **EXHIBIT "B"**, attached hereto and made a part hereof

THAT **FORT WORTH INDEPENDENT SCHOOL DISTRICT** ("**Grantor**"), for the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto **PMB I20 LAND LP**, a Texas limited partnership ("**Grantee**"), its successors and assigns, a non-exclusive permanent and perpetual easement and right-of-way (the "**Easement**") for the purpose of laying, constructing, installing, maintaining, repairing, relocating, replacing, removing, upgrading, changing the size of, placing, inspecting, protecting, altering, and operating, in whole or in part, underground water lines, utilities, and all underground related facilities, connections, and appurtenances thereto, across, along, under, over, upon, through, and within that certain tract of land (the "**Easement Area**") located in Tarrant County, Texas, and more particularly described and depicted on **Exhibit "B"** attached hereto and made a part hereof for all purposes.

This Utility Easement is executed by Grantor and accepted by Grantee subject to all matters of record, to the extent the same are validly existing and applicable to the Easement Area, and further subject to the reservation by Grantor, its successors and assigns, of the right to file a plat in the Official Public Records of Tarrant County, Texas, including the Easement Area and designating same as a utility easement (the "**Permitted Encumbrances**").

Grantor reserves the right for itself and its successors and assigns to use the surface and subsurface of the property within the Easement Area for any and all purposes not inconsistent with the purpose of the Easement; provided that such uses by Grantor and its successors and assigns do not materially prevent Grantee from achieving the purpose hereof. Without limiting the generality of the preceding sentence, Grantor reserves for itself and its successors and assigns the right to cross the property within the Easement Area with paving, landscaping and fences.

This Easement and its benefits may be assigned by Grantee to a municipality, governmental entity, or related public or utility district.

TO HAVE AND TO HOLD the same, subject to the matters set forth herein, together with all and singular the rights and appurtenances thereunto in any way belonging, unto Grantee, its successors and assigns, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the Easement and other rights described herein unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

[signature pages follow]

EXECUTED to be effective as of _____, 2024.

GRANTOR:

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of the Fort Worth Independent School District, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the act of said entity.

GIVEN under my hand and official seal, this _____ day of _____, 2024.

_____, Notary Public
My commission expires:

GRANTEE:

PMB I20 LAND LP,
a Texas limited partnership

By: PMB I20 Land GP LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: K. Taylor Baird
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2024, by K. Taylor Baird, Manager of PMB I20 Land GP LLC, a Texas limited liability company, the General Partner of PMB I20 Land LP, a Texas limited partnership, on behalf of said entities.

[Seal]

Notary Public, State of Texas

EXHIBIT "A"
Legal Description of Grantor's Property

BEING 14.991 acres of land located in the G.H. & H. R.R. CO. SURVEY, Abstract No. 623, the D.H. DIXON SURVEY, Abstract No. 442, and the N. PROCTOR SURVEY, Abstract No. 1229, Fort Worth, Tarrant County, Texas, and being a portion of the tract of land conveyed to Rockbrook Partnership, LTD, by the deed recorded in County Clerk's File No. D21210427, of the Official Public Records of Tarrant County, Texas. Said 14.991 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a Texas Department of Transportation right-of-way monument found at the most Northerly Northwest corner of said Rockbrook Partnership Tract, being the Northeast end of a corner clip for the intersection of Interstate Highway No. 20 and the East right-of-way line of R.M. Highway No. 2871;

THENCE along the East right-of-way line of said R.M. Highway No. 2871, as follows:

1. S 38° 04' 58" W 190.20 feet, along the corner clip of said intersection to a 5/8" iron rod found at the Southwest end of said corner clip;
2. S 00° 18' 34", E 3169.07 feet, to a 1/2" iron rod marked "Brittain & Crawford" set at the POINT OF BEGINNING;

THENCE N 89° 41' 26" E 653.00 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 00° 18' 34" E 1000.00 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 89° 41' 26" W 653.00 feet, to a 1/2" iron rod marked "Brittain & Crawford" set in the East right-of-way line of said R.M. Highway No. 2871 and the West boundary line of said Rockbrook Partnership Tract, from which the most Westerly Southwest corner of said Rockbrook Partnership Tract bears S 00° 18' 34" E 425.00 feet;

THENCE N 00° 18' 34" W 1000 .00 feet, along the West boundary line of said Rockbrook Partnership Tract and the East right-of-way line of said R.M. Highway No. 2871, to the POINT OF BEGINNING containing 14.991 acres (653,008 square feet) of land.

EXHIBIT "B"
Legal Description and Depiction of Easement Area

[The Legal Description and Depiction of the Easement Area follows this cover page.]

EXHIBIT "A"
0.580-ACRE WATERLINE EASEMENT

BEING 0.580 ACRES OF LAND SITUATED IN THE G. H. & H. R. RR. CO. SURVEY, ABSTRACT NO. 653, THE DAN H. DIXON SURVEY, ABSTRACT NO. 442, AND THE HEIRS OF NATHAN PROCTOR SURVEY, ABSTRACT NO. 1229, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO FORT WORTH INDEPENDENT SCHOOL DISTRICT (HEREINAFTER REFERRED TO AS "FWISD") BY DEED RECORDED IN COUNTY CLERK FILE NO. D219293163, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID FWISD TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND FOR THE NORTHWEST CORNER OF SAME TRACT ON THE EAST RIGHT-OF-WAY LINE OF R.M. HIGHWAY NO. 2871 (A VARIABLE WIDTH RIGHT-OF-WAY) BEARS SOUTH 89°37'44" WEST, 36.05 FEET;

THENCE NORTH 89°42'51" EAST, WITH SAID NORTH LINE, A DISTANCE OF 25.00 FEET;

THENCE DEPARTING SAID NORTH LINE, OVER AND ACROSS SAID FWISD TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°18'27" EAST, A DISTANCE OF 220.09 FEET;

NORTH 89°39'53" EAST, A DISTANCE OF 11.99 FEET;

SOUTH 00°20'10" EAST, A DISTANCE OF 463.58 FEET;

SOUTH 06°52'35" WEST, A DISTANCE OF 99.20 FEET;

SOUTH 00°19'29" EAST, A DISTANCE OF 217.92 FEET TO THE SOUTH LINE OF SAID FWISD TRACT;

THENCE SOUTH 89°39'22" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 24.88 FEET, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND FOR THE SOUTHWEST CORNER OF SAME TRACT ON SAID EAST RIGHT-OF-WAY LINE BEARS SOUTH 89°40'09" WEST, A DISTANCE OF 35.55 FEET;

THENCE DEPARTING SAID SOUTH LINE, OVER AND ACROSS SAID FWISD TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00°18'27" WEST, A DISTANCE OF 220.99 FEET;

NORTH 06°52'35" EAST, A DISTANCE OF 97.70 FEET;

NORTH 00°20'10" WEST, A DISTANCE OF 437.00 FEET;

SOUTH 89°39'50" WEST, A DISTANCE OF 12.00 FEET;

NORTH 00°18'27" WEST, A DISTANCE OF 245.11 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 0.580 ACRES (25,286 SQ. FEET) OF LAND.

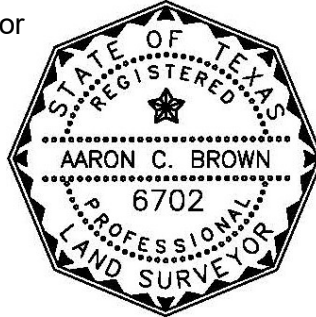
EXHIBIT "A"
0.580-ACRE WATERLINE EASEMENT

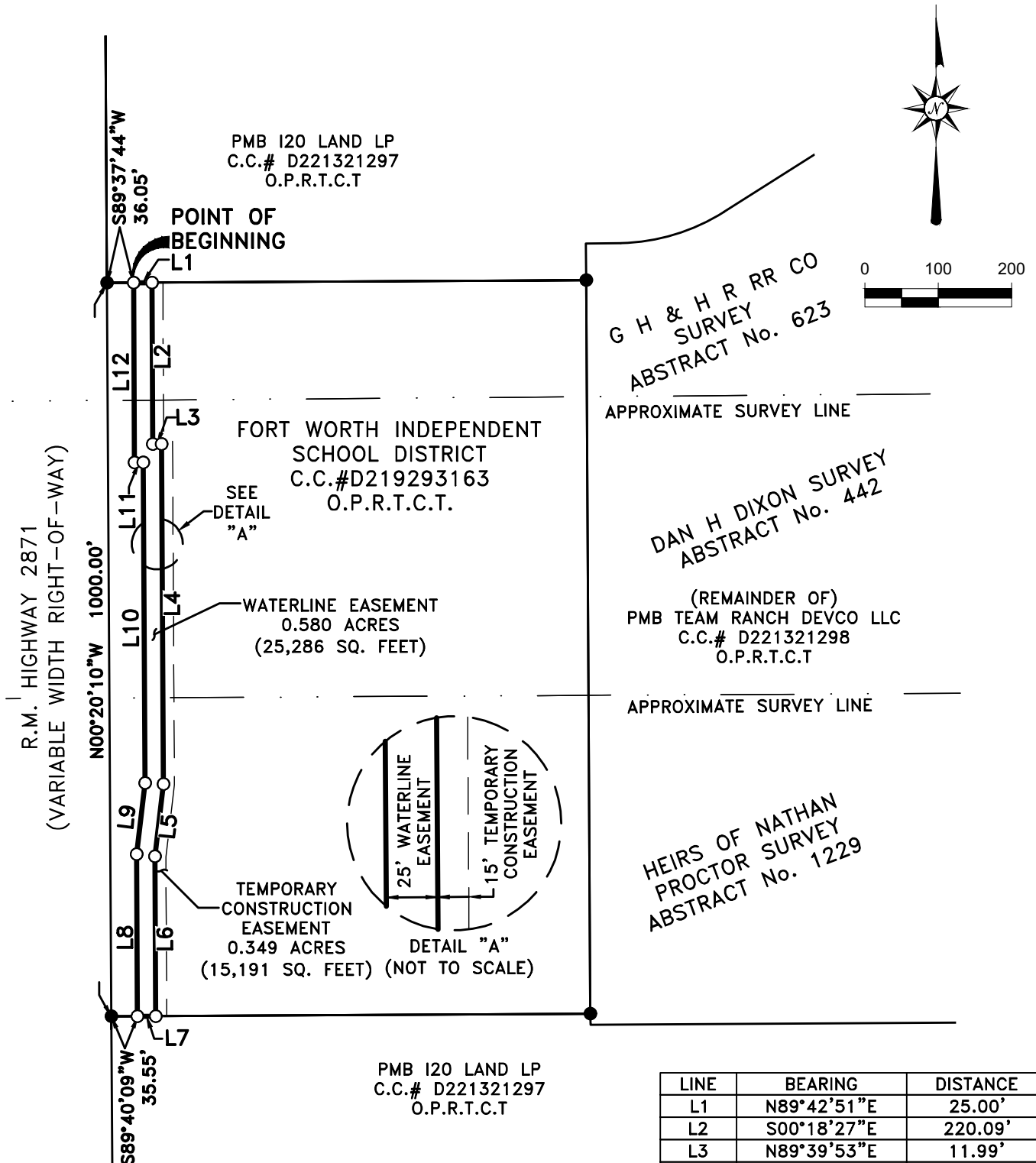
TOGETHER WITH A 15-FOOT-WIDE TEMPORARY CONSTRUCTION EASEMENT BEING EAST OF AND PARALLEL TO THE ABOVE DESCRIBED EASEMENT AS SHOWN ON PAGE 3 OF THIS EXHIBIT, AND HAVING A CALCULATED AREA OF 0.349 ACRES (15,191 SQ. FEET) OF LAND.



Aaron C. Brown, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6702
LJA Surveying, Inc.
3017 West 7th Street, Suite 300
Fort Worth, Texas 76107
682-747-0800
TBPELS Firm No. 10194382

July 12, 2024





LEGEND

5/8" CAPPED IRON ROD
 STAMPED "LJA SURVEYING"
 UNLESS OTHERWISE NOTED
 COUNTY CLERK FILE No.
 OFFICIAL PUBLIC RECORDS,
 TARRANT COUNTY, TEXAS

C.C.#
 O.P.R.T.C.T.

BEARING OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH
 CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS. ALL DISTANCES
 SHOWN ARE THE RESULT OF THE APPLICATION OF A COMBINED SCALE FACTOR OF 1.00012.

LINE	BEARING	DISTANCE
L1	N89°42'51"E	25.00'
L2	S00°18'27"E	220.09'
L3	N89°39'53"E	11.99'
L4	S00°20'10"E	463.58'
L5	S06°52'35"W	99.20'
L6	S00°19'29"E	217.92'
L7	S89°39'22"W	24.88'
L8	N00°18'27"W	220.99'
L9	N06°52'35"E	97.70'
L10	N00°20'10"W	437.00'
L11	S89°39'50"W	12.00'
L12	N00°18'27"W	245.11'

PAGE 3 OF 3	DATE:	07/12/2024
	DRWN BY:	S.A.T.
	CHKD BY:	A.C.B.
	PROJ NO.	0170

EXHIBIT "A"
 0.580-ACRE WATERLINE EASEMENT
 IN THE DAN H DIXON SURVEY, ABSTRACT No. 442, THE HEIRS OF NATHAN
 PROCTOR SURVEY, ABSTRACT No. 1229, AND THE G.H. & H.R. RR. CO. SURVEY,
 ABSTRACT No. 623 IN TARRANT COUNTY, TEXAS

LJA Surveying, Inc.
 3017 West 7th Street Suite 300
 Fort Worth, Texas 76107
 Phone 682.747.0800

**ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025**

TOPIC: **APPROVE ADDITIONAL PURCHASE OF TRASH AND RECYCLE
DUMPSTER SERVICES**

BACKGROUND:

On June 27, 2024, the Board approved the purchase of trash and recycling dumpster services with a yearly budget not to exceed \$1,500,000. Operations is requesting an additional \$500,000 to ensure the continued provision of clean environments for the remainder of the 2024-2025 fiscal year.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Additional Purchase of Trash and Recycle Dumpster Services
2. Decline to Approve Additional Purchase of Trash and Recycle Dumpster Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Additional Purchase of Trash and Recycle Dumpster Services

FUNDING SOURCE: **Additional Details**

General Fund 199-51-6299-414

COST:

\$1,500,000 (*Approved on June 27, 2024*)
\$500,000 (*Additional Request*)
\$2,000,000 (*Grand Total*)

VENDOR(S)/PROVIDER(S):

Waste Management of Texas, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

RFP 22-125

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

All District Facilities
District Operations

RATIONALE:

Trash and recycle dumpster services are critical to operating District schools and facilities.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE PURCHASE OF HVAC SYSTEM AND ENERGY
MANAGEMENT CONTROLS FOR DOLORES HUERTA ELEMENTARY**

BACKGROUND:

The Maintenance Department respectfully requests approval to purchase and replace the HVAC system in conjunction with the Energy Management System (EMS) controls. We can replace an aging infrastructure by updating both systems simultaneously and significantly improving energy efficiency. This replacement will enhance reliability and create a more comfortable environment for students and staff at Dolores Huerta Elementary. This upgrade is vital for fostering a positive and productive learning atmosphere.

STRATEGIC PRIORITY:

2 - Student and Family Engagement

ALTERNATIVES:

1. Approve Purchase of an HVAC System and Energy Management Controls for Dolores Huerta Elementary
2. Decline to Approve Purchase of HVAC System and Energy Management Controls for Dolores Huerta Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of HVAC System and Energy Management Controls for Dolores Huerta Elementary

FUNDING SOURCE: **Additional Details**

TRE 198-81-6629-501

COST:

\$1,413,510

VENDOR(S)/PROVIDER(S):

Trane U.S. Inc.

PURCHASING MECHANISM:

Cooperative Agreement
Omnia 3341

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

Dolores Huerta Elementary

RATIONALE:

Investing in replacing the HVAC system and EMS controls will significantly enhance operational efficiency at Dolores Huerta Elementary. Replacing both HVAC And EMS controls will support increased energy efficiency, cost savings, and superior operational performance. This emphasis on efficiency boosts overall performance and creates a more productive learning environment.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
David Guerra, Executive Director, Maintenance



Trane Turnkey Proposal

**Turnkey Proposal For:**

David Guerra
Fort Worth ISD Purchasing
7060 CAMP BOWIE BLVD
Fort Worth, TX 76116-7611

Local Trane Office:

Trane U.S. Inc.
4200 N. Sylvania
Fort Worth, TX 76137

Local Trane Representative:

Rusty Reeves
Account Manager
E-mail: rreeves@trane.com
Cell: (940) 550-5840

Proposal ID: 8050651

COOP Quote Number: K9-108946-25-003

COOP or Federal Contract ID: OMNIA
Racine #3341

Date: March 14, 2025



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Fort Worth ISD Purchasing reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Fort Worth ISD Purchasing to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Fort Worth ISD Purchasing should expect from this project are highlighted below.

- **Increased Reliability**
- **Improved Occupant Comfort**
- **Extended Factory Equipment Warranties**
- **Lower Maintenance Cost**
- **Lower Operating Cost (with Building Automation System Option)**

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is One Million four hundred thirteen thousand five hundred ten 00/100 dollars (\$1,413,510.00). This investment will provide Fort Worth ISD Purchasing with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Fort Worth ISD Purchasing for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Rusty Reeves
Account Manager, Trane U.S. Inc.

Prepared For:
David Guerra

Date:
March 14, 2025

Job Name:
FWISD Dolores Huerta ES Controls Upgrade and RTU Replacement

Proposal ID:
8050651

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:
TACLA23802C

Proposal Expiration Date:
60 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with David Guerra and based on the site surveys performed on 02/18/2025.

(Qty: 44) 3 - 25 Ton DX Packaged Precedent™ Rooftop Units

Tag(s)	Qty	Description	Model Number
RT-01...	11	4.0 Ton PKGD Precedent Unitary Rooftop	YHK048A4S0L**
RT-02...	26	3.0 Ton PKGD Precedent Unitary Rooftop	YHK036A4S0L**
RT-15...	02	6.0 Ton PKGD Precedent Unitary Rooftop	YSK072A4S0L**
RT-36...	02	5.0 Ton PKGD Precedent Unitary Rooftop	YHK060A4S0L**
RT-43...	03	8.5 Ton PKGD Precedent Unitary Rooftop	YSK102A4S0L**

DX Cooling / Gas Heat (natural gas)
R-454B Refrigerant, 460/60/3
Min. 2-stages of cooling on all units
Symbio 700 Advanced Controls w/ Trane Open-Protocol BACnet/MSTP
Low Gas Heat (Alum. heat exchanger) - 2 stages gas on all units
Downflow Low Leak Economizer, Comp. Enthalpy with Barometric Relief
Hinged Access Panels with 2-in MERV 13 Filters - (1) SET ONLY
Clogged Filter Switch and Condensate Overflow Switch
Tier 2 (~65K) SCCR Marking
Curb adapter w/ field measurement .
5-year total unit parts warranty
15-year aluminized heat exchanger parts only warranty
1st Yr Labor Whole Unit

(Qty: 05) 2 - 5 Ton DX Packaged Impack™ Rooftop Units

Tag(s)	Qty	Description	Model Number
RT-11...	05	2.0 Ton Pkgd.Gas/Elec.Rooftop Convert.	5YCZ5024*160

R-454B pkg gas/elec 15 SEER
2 Tons, 208-230/1, 60,000 Btu/h
1-2" Filter frame & hinged filter access door
0-100% Mod. economizer w/bar. relief
5-year total unit parts warranty
10-year aluminized heat exchanger parts only warranty
1st Yr Labor Whole Unit

Mechanical and Electrical Installation

1. Secure the necessary permits for the work.
2. Perform structural analysis for additional weights of the new units. No modifications to the structure are included.
3. Receive, store, transport, load, unload and set new HVAC equipment.
4. Provide helicopter and crane services to remove and set all equipment and curb adapters.
5. Lock Out & Tag Out forty-nine (49) existing RTU's and ten (10) AAON units.
6. Disconnect the existing condensate piping for the RTU's.
7. Disconnect the electrical service to each unit.
8. Disconnect the NG piping at the valve.
9. Disconnect the existing BAS system from the RTU.
10. Remove and properly dispose of the refrigerant in each RTU before disposal.
11. Remove the existing RTU's and AAON units.
12. Haul away the old equipment and dispose of it properly.
13. Install necessary roof curb adapters to match new RTU's to existing curbs.
14. Set the new RTU's on the curbs or curb adapters.
15. Provide and install new disconnects.
16. Reconnect the electrical.
17. Replace GFCI convenience outlets where existing.
18. Provide and install new breakers on RTU's 43,44,46 and 47 to match MCA or MOP rating.
19. Reconnect the condensate.
20. Reconnect the NG piping to the unit.
21. Install local thermostat or temperature sensor.
22. Reconnect the RTU to the BAS system.
23. Provide Forklifts, Dumpsters, and any overnight security to watch the units during the staging process.
24. Start-up new equipment.
25. Remove ten (10) AAON RTU's and cap duct opening and electrical.
26. Update breaker panel labeling for decommissioned circuits.
27. RTU's 16,38, 39 will not be replaced.

ENERGY AUTOMATION SYSTEM TO INCLUDE:

1. **Centralized Workstation:**
 - a. Tracer Ensemble Enterprise Level System
 - b. (2) SC+ Master Controllers with Associated Licenses
 - c. Custom Floorplan Graphics
 - d. BACnet IP Communication
 - e. Trane to provide emergency shut-off feature on Front-End to un-occupy units
2. **Control of – (44) New Constant Volume – Rooftop Units:**
 - a. Factory Mounted Controls to include:
 - i. Fan Start / Stop
 - ii. Fan Status
 - iii. Cooling Command – DX
 - iv. Heating Command – Gas
 - v. Return Humidity Sensor
 - vi. Supply Air Temperature
 - vii. Wired Communication (BACnet IP)
 - viii. Economizer Control
 - b. Field Mounted Controls:
 - ix. Zone Temperature/CO2 Sensor
 - x. Safeties:

1. Interlock to existing smoke alarm – (Provided and installed by others, Interlock by Trane Controls)
2. Excludes providing smoke alarms; Trane to interlock if there are existing smoke detectors present

3. Control of – (5) New Constant Volume – Rooftop Units:

- a. Field Mounted Controls to include:
 - i. Fan Start / Stop
 - ii. Fan Status
 - iii. Cooling Command – DX
 - iv. Heating Command – Gas
 - v. Supply Air Temperature
 - vi. Wired Communication (BACnet IP)
 - vii. Economizer Control
 - viii. Return Humidity Sensor
 - ix. Zone Temperature/CO2 Sensor
 - x. New Enclosures (5 Total)
 - xi. Safeties:
 1. Interlock to existing smoke alarm – (Provided and installed by others, Interlock by Trane Controls)
 2. Excludes providing smoke alarms; Trane to interlock if there are existing smoke detectors present

4. Control of – (3) Existing Constant Volume – Rooftop Units:

- a. Field Mounted Controls to include:
 - i. Fan Start / Stop
 - ii. Fan Status
 - iii. Cooling Command – DX
 - iv. Heating Command – Gas
 - v. Supply Air Temperature
 - vi. Return Humidity Sensor
 - vii. Economizer Control
 - viii. Wired Communication (BACnet IP)
 - ix. Zone Temperature/CO2 Sensor
 - x. New Enclosures (3 Total)
 - xi. Safeties:
 1. Interlock to existing smoke alarm – (Provided and installed by others, Interlock by Trane Controls)
 2. Excludes providing smoke alarms; Trane to interlock if there are existing smoke detectors present

5. Control of – (2) Supply Fans:

- a. Field Mounted Controls to include:
 - i. Fan Start / Stop

6. Control of – (18) Exhaust Fans:

- a. Field Mounted Controls to include:
 - i. Fan Start / Stop

7. Control of – (1) Makeup Air Unit:

- a. Field Mounted Controls to include:
 - i. Fan Start / Stop

8. Monitoring of – (4) Ductless Mini-splits:

- a. Field Mounted Controls to include:
 - i. Zone Temperature Sensor

BAS Services include:

- a. System Engineering
- b. Graphics & Programming
- c. Record Drawings
- d. Control Wiring Installation

e. (1) Year Warranty Parts and Labor

Inclusions:

1. Trane will provide and maintain a schedule of the project throughout the duration of the work.
2. Trane shall provide operation and maintenance manuals to reflect the completed work at the conclusion of the work in an electronic format.
3. Trane will provide the necessary manufacturer's warranty documentation for the materials and equipment installed under this package of work.
4. If permits are required for the work being performed, Trane will coordinate with the code authorities having jurisdiction for permitting, inspections and final acceptance.
5. Trane will conduct weekly progress meetings with the customer representative for the project to facilitate communication and coordination of the work. These can be in person, virtual or by phone.
6. Customer agrees to perform the removal of unnecessary stored materials from the mechanical & electrical rooms where work is to be performed, in advance of the work performed by Trane under this agreement.
7. Customer agrees to perform the removal and or relocation of furnishings from the offices, classrooms, labs or other occupied spaces where work is to be performed. Removal will take place in advance of the work to be performed by Trane.
8. Customer agrees to the relocation, or temporary reassignment of staff, or classroom assignments, or office assignments, to allow for certain mutually agreed work activities.
9. Customer agrees to the acceptance of portions of the work as they become completed because the customer agrees that they will receive beneficial use of those enhanced, upgraded, remodeled or improved facilities during the remaining period of construction.
 - a. Customer agrees that it will not unduly withhold acceptance of properly completed portions of the work.
10. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.
11. Customer will provide material staging areas for this project. Parking spaces will be identified for Trane sub-contractor parking and parking permits will be issued to Trane for contractor parking.
12. Control wiring will be run in plenum rated cable in concealed but accessible areas. EMT conduit will be used in exposed areas.
13. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
14. Customer to make provisions for a material laydown area close to the project site for contractor material staging.
15. Due to the supply chain disruptions, Trane reserves the right to substitute materials, devices, or other project appurtenances of equal quality to maintain the construction schedule and performance of the project.

Exclusions & Clarifications:

1. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
2. Federal Davis-Bacon Wage Requirements are excluded.
3. After hours security detail, or cost for such a detail, is excluded unless specified.
4. Temporary heating, cooling or electrical power generation equipment or installation is excluded. Any piping hoses, electrical cabling required to make the temporary heating, cooling or electrical power generation equipment operational is also excluded.
5. Float switches on all units, external dampers and/or smoke dampers, **smoke detectors, extra belts / filters**, vibration isolation not indicated above, sound attenuation not indicated above and/or spring/wind isolators are excluded.
6. Air ionizers, UV lights, PCO, and/or any supplemental air cleaning technology not listed above is excluded by Trane.
7. Demolition, repair, modification or installation of the following systems or system components such as but not limited to, security camera systems, door access control systems, Ethernet cabling, IT networking or WiFi systems, routers, or other systems not specifically part of this installation are excluded.
8. Does not include anything not specifically detailed within this proposal
9. Proposal does not include day to day work with Test & Balance Firm or Third-Party Commissioning Agent

10. Trane excludes the integration, associated wiring of Fire / fire-smoke/ control, furnishing dampers, smoke detectors, installation of addressable fire alarm devices into an existing or new fire alarm control panel (FACP) unless specifically defined within this scope of services.
 - a. Trane will require customer personnel to shut down, test, recertification, and start-up any Fire and Smoke system (FACP) that would be required to perform the work as part of this contract.
 - b. Trane is proposing to re-use existing devices and believes all necessary devices are already integrated and into the FACP.
11. Trane excludes furnishing or installing addressable fire alarm devices as part of this program of work. Trane is proposing to re-use existing devices.
12. Trane excludes the repair, replacement or rebuilding of customer equipment that is not listed in the equipment lists provided in this document.
13. Trane excludes the removal, remediation or handling of hazardous or contaminated soils, paints, coatings, adhesives or other materials as part of this program of work
14. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
15. The cost to provide temporary cooling, heating, or power for the execution of this work or during the execution of this work is excluded.
16. It is assumed that all existing devices, fans, motors, dampers, actuators, FP Boxes, VAV Boxes, etc. are operable and suitable for reuse if that is contemplated in the project planning.
17. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
18. Guarantees for energy, operational, or other savings are excluded.
19. Trane excludes a Bid Bond or Maintenance Bond for this work.
20. Trane excludes roofing work of any kind, and any roof maintenance bonds or roof warranty bonds will not be enhanced or modified by this agreement.
21. Equipment order and/or release and services are dependent upon receipt of P.O. and/or contract, credit approval and final equipment submittals are approved.
22. ~~Prices for work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes.~~
23. Trane excludes any engineering for HVAC heat load analysis.
24. Trane excludes any Testing Adjusting and Balancing.
25. The existing AAON outside air units are inoperable and not providing any outside air to the building. The new units will have economizers on them to provide outside air. No evaluation of the air balance between exhaust and outside air has been performed and is excluded.
26. Trane excludes replacement of any existing exhaust fans.
27. Trane excludes the replacement of the Reznor heater.
28. ~~Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.~~

Pricing and Acceptance

David Guerra
Fort Worth ISD Purchasing
7060 CAMP BOWIE BLVD
Fort Worth, TX 76116-7611

Site Address:
FWISD Dolores Huerta Elementary School
3309 West Long Avenue
Fort Worth, TX 76106

Price

Total Net Price \$1,413,510.00

Respectfully submitted,

Rusty Reeves
Account Manager
Trane U.S. Inc.
E-mail: rreeves@trane.com
Office Phone: (940) 550-5840

ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Rusty Reeves	Cell: (940) 550-5840 Proposal Date: March 14, 2025
CUSTOMER ACCEPTANCE Fort Worth ISD Purchasing	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: TACLA23802C

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(1024)
Supersedes 1-26.251-10(0123)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE PURCHASE OF SUPPLEMENTAL STUDENT DEVICES

BACKGROUND:

To support the District's student device program, it is necessary for the District to have supplemental devices on hand to ensure each student has access to a working device. This request will ensure that students District-wide will have an uninterrupted learning process throughout the school year. These devices will include cases and warranty protection.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of Supplemental Student Devices
2. Decline to Approve Purchase of Supplemental Student Devices
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Supplemental Student Devices

FUNDING SOURCE: **Additional Details**

TRE 198-11-6396-423

COST:

\$1,998,570.00

VENDOR(S)/PROVIDER(S):

CDW-G

PURCHASING MECHANISM:

Cooperative Agreement
Sourcewell 121923 Fort Worth ISD Software 121923

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

District Wide

RATIONALE:

Approval of the purchase of these supplemental student devices providing a continuous learning experience and faster access to devices.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

TOWHOMIT MAYCONCERN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHTZ160	2/26/2025	6.51K ADD	0926086	\$1,998,570.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 100e Chromebook Gen 4 - 11.6" - MediaTek Kompanio 520 - 8 GB RAM - 6 Mfg. Part#: 82W0000PUS Contract: Sourcewell 121923- Fort Worth ISD - Chromebook (121923)	6510	7887705	\$230.00	\$1,497,300.00
UZBL Case+ PG 3T2 Protective Case Mfg. Part#: UZB-PG325 Contract: Sourcewell 121923- Fort Worth ISD (121923)	6510	7937244	\$45.00	\$292,950.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD - Chromebook (121923)	6510	5988499	\$30.00	\$195,300.00
DEVICE SERVICES GEF10 Mfg. Part#: GEF10 Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD (121923)	6510	7856161	\$2.00	\$13,020.00
CHROME WHITE GLOVE PREMIUM GEP99 Mfg. Part#: GEP99 Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD (121923)	6510	7853950	\$0.00	\$0.00

SUBTOTAL

\$1,998,570.00

SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$1,998,570.00

PURCHASER BILLING INFO	DELIVER TO
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-VERBAL	Shipping Address: FORT WORTH ISD 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

Need Help?



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Support



Call 800.800.4239

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE 3-YEAR LEASE OF STUDENT ID BADGE PRINTERS FOR ALL CAMPUSES

BACKGROUND:

The addition of Student ID Badge Printers for all campuses will improve student safety and efficiency. The implementation of a standard student ID badge system across all campuses is a strategic investment that will significantly enhance student safety, improve operational efficiency, and create a more secure and organized learning environment. The RFID capability of these ID badges will facilitate seamless integration with our existing systems.

STRATEGIC PRIORITY:

2 - Student and Family Engagement

ALTERNATIVES:

1. Approve 3-Year Lease of Student ID Badge Printers for All Campuses
2. Decline to Approve 3-Year Lease of Student ID Badge Printers for All Campuses
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 3-Year Lease of Student ID Badge Printers for All Campuses

FUNDING SOURCE: **Additional Details**

TRE 2024-2025	198-11-6659-423	\$120,825.00	198-11-6399-423	\$217,561.00
General Fund 2025-2026	198-11-6659-423	\$125,259.75	198-11-6399-423	\$213,561.00
General Fund 2026-2027	199-11-6659-423	\$129,827.54	199-11-6399-423	\$213,561.00

COST:

Year 1: \$338,386.00
Year 2: \$338,820.75
Year 3: \$343,388.54

VENDOR(S)/PROVIDER(S):

CI Solutions

PURCHASING MECHANISM:

Interlocal Agreement
TIPS # 241102

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

District-Wide

RATIONALE:

Student ID badges serve as a multi-faceted tool that enhances safety, security, and operational efficiency within school environments. They are not simply a means of identification, but a strategic investment that contributes to a more secure and productive learning experience. Key benefits are:

1. Enhanced Campus Security
2. Improved Student Safety
3. Streamlined Administrative Process
4. Increased Accountability & School Culture
5. Data Integration & Technological Advancement

These combined benefits create a safer, more efficient, and more connected school environment.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



Company Address 3625 Serpentine Drive
Los Alamitos, CA 90720-2440
US

Quote Number Q-16576-5

Ship Via

Quote Date 2/11/2025
Expiration Date 6/1/2025
Terms Net 30

Award Schedule TIPS # 241102

Prepared By Miles Cole
Phone (562) 431-2594
Email milesco@cardintegrators.com

Contact Name Isaac Cervantes
Phone 8178142654
Email isaac.cervantes@fwisd.org

Bill To Name Fort Worth Independent School District
Bill To 7060 Camp Bowie Boulevard;

Fort Worth, TX 76116
US

Bill To Ship Fort Worth Independent School District
Ship To 7060 Camp Bowie Boulevard
District Service Center/FWISD Learning and
Leading
Fort Worth, TX 76116
US

Product Description	Line Item Description	Sales Price	Quantity	Total Price
Annual Service for ID Card System Includes: Badge Platform Template Configuration Card Printer Web Camera Technical Support Service	Year 1 (May 2025 – June 2026) May 1st 2025 - June 30 2026	\$895.00	135.00	\$120,825.00
Annual Service for ID Card System Includes: Badge Platform Template Configuration Card Printer Web Camera Technical Support Service	Year 2 (July 2026 – June 2027) July 1 2026 - June 30 2027	\$927.85	135.00	\$125,259.75
Annual Service for ID Card System Includes: Badge Platform Template Configuration Card Printer Web Camera Technical Support Service	Year 3 (July 2027 – June 2028) July 1 2027 - June 30 2028	\$961.69	135.00	\$129,827.54
Dedicated project manager and technical specialist for your implementation. Includes delivery coordination, product training, remote support and testing.	One-Time Implementation Service Fee	\$0.00	1.00	\$0.00
Custom RFID Cards - Proximity	Year 1 (May 2025 – June 2026)	\$1.65*	83,840.00	\$138,336.00
Custom RFID Cards - Proximity	Year 2 (July 2026 – June 2027)	\$1.65*	83,840.00	\$138,336.00
Custom RFID Cards - Proximity	Year 3 (July 2027 – June 2028)	\$1.65*	83,840.00	\$138,336.00

Card cost includes full color graphics and print services with variable printing



Product Description	Line Item Description	Sales Price	Quantity	Total Price
YMCKO Premium Ribbon. Full Color, Black Resin & Overlay Panel with Cleaning Roller. 250 prints per roll. -- Compatible with CIX900/CIX900E	Year 1 (May 2025 – June 2026)	\$75.00	215.00	\$16,125.00
YMCKO Premium Ribbon. Full Color, Black Resin & Overlay Panel with Cleaning Roller. 250 prints per roll. -- Compatible with CIX900/CIX900E	Year 2 (July 2026 – June 2027)	\$75.00	215.00	\$16,125.00
YMCKO Premium Ribbon. Full Color, Black Resin & Overlay Panel with Cleaning Roller. 250 prints per roll. -- Compatible with CIX900/CIX900E	Year 3 (July 2027 – June 2028)	\$75.00	215.00	\$16,125.00
CIX900 Long Sleeve Cleaning Card Kit, 10cards	Year 1 (May 2025 – June 2026)	\$0.00	40.00	\$0.00
CIX900 Long Sleeve Cleaning Card Kit, 10cards	Year 2 (July 2026 – June 2027)	\$0.00	40.00	\$0.00
CIX900 Long Sleeve Cleaning Card Kit, 10cards	Year 3 (July 2027 – June 2028)	\$0.00	40.00	\$0.00
Clear badge hldr w/zip closure	Year 1 (May 2025 – June 2026)	\$0.30	84,000.00	\$25,200.00
Clear badge hldr w/zip closure	FY 2026-2027	\$0.30	84,000.00	\$25,200.00
Clear badge hldr w/zip closure	Year 3 (July 2027 – June 2028)	\$0.30	84,000.00	\$25,200.00
3/8" Black breakaway lanyard with swivel hook - 34". Minimum order quantity of 100, sold in increments of 100.	Year 1 (May 2025 – June 2026)	\$0.35	84,000.00	\$29,400.00
3/8" Black breakaway lanyard with swivel hook - 34". Minimum order quantity of 100, sold in increments of 100.	Year 2 (July 2026 – June 2027)	\$0.35	84,000.00	\$29,400.00
3/8" Black breakaway lanyard with swivel hook - 34". Minimum order quantity of 100, sold in increments of 100.	Year 3 (July 2027 – June 2028)	\$0.35	84,000.00	\$29,400.00
Shipping	Year 1 (May 2025 – June 2026)	\$8,500.00	1.00	\$8,500.00
Shipping	Year 2 (July 2026 – June 2027)	\$4,500.00	1.00	\$4,500.00
Shipping	Year 3 (July 2027 – June 2028)	\$4,500.00	1.00	\$4,500.00
Sales Tax		\$0.00	1.00	\$0.00

Subtotal	\$1,003,095.29
Sales Tax	\$0.00
Project Freight	\$17,500.00
Project Price	\$1,020,595.29

Total Year 1	\$338,386.00
Total Year 2	\$338,820.75
Total Year 3	\$343,388.54



**CI SOLUTIONS TERMS AND MANAGED SERVICES AGREEMENT
FOR HARDWARE USE, SOFTWARE, SERVICES AND DATA STORAGE**

This CI Solutions Terms and Managed Services Agreement for Hardware Use, Service and Data Storage ("Agreement") is effective as of 5/1/2025 ("Effective Date") and entered into between Fort Worth Independent School District ("Customer") and CI Solutions, Card Integrators Corporation ("CI Solutions"), the Parties agree that the following terms and conditions shall apply to Customer's use of equipment and acquisition of services from CI Solutions, DEFINITIONS. The following terms shall have the meanings ascribed to them below:

- "Agreement" means this Agreement (including any Orders submitted by Customer and accepted by CI Solutions under this Agreement, any Quotes, Sales Orders or Invoices which together form a single agreement.
- "Data" means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or stored in or with CI Solutions in connection with its delivery of the Services. Data does not include information that CI Solutions collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (as defined in Section 11 below).
- "Hardware" means any equipment provided by CI Solutions to Customer under this Agreement.
- "Parties" means CI Solutions and Customer. "Party" in singular form means either CI Solutions or Customer, as applicable.
- "Services" means CI Solutions Offerings, including, but not limited to, data storage from ID card production to a secured hosted data center; monthly storage of collected data; customer support for printing hardware and/or any other services that CI Solutions makes available to Customer under this Agreement.
- "Managed Services" refers to the Service Packages selected by and provided to a Customer under a particular Quote or Order pursuant to access or license by CI Solutions granted under this Agreement.
- "Service Packages" refers to one or more of the Services CI Solutions will provide to a Customer under a particular Quote or Order. Access to different CI Solutions Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all CI Solutions Offerings.
- "Software" means any computer software or online platform, digital or otherwise, and associated documentation made available to Customer by CI Solutions under this Agreement. Such Software includes, but is not limited to, any software and/or firmware loaded onto Hardware provided by CI Solutions for the Customer's use leased by Customer from CI Solution under this Agreements, as may be included with or otherwise provided by CI Solutions for use with said Hardware.
- "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is incorporated herein (see Section 11 below). Terms of Use also refers to the terms set forth at <https://www.cardintegrators.com/terms-of-use/> which are hereby incorporated herein to this Agreement.
- "CI Solutions Offerings" means the CI Solutions provided Hardware, Software and Services that CI Solutions makes available to Customer or use under this Agreement. Pricing and other related terms for CI Solutions Offerings will be specified in writing in one or more Quotes, Sales Orders, or Invoices (also hereinafter "transaction documents"), which are to be construed in conjunction and consistent with this Agreement. The terms in this Agreement shall govern the relationship and all transactions between the Parties as it relates to the use of CI Solutions' Hardware, Software or Services.

1. HARDWARE: Hardware provided to Customer under this Managed Services Agreement and pursuant to any other transaction documents under this Agreement are owned and shall always be owned by CI Solutions, and not the Customer.

Any and all Hardware provided to Customer under the terms of this Agreement and related transaction documents is provided only under license pursuant to use terms stated in the transaction documents. CI Solutions' Hardware may be used only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. All Hardware to be delivered by CI Solutions to Customer under this Agreement shall be shipped FOB origin, such that possession of Hardware under this Agreement transfers to Customer when such Hardware is made available to Customer at CI Solutions' premises. Without affecting the transfer of title, CI Solutions shall, as an additional Service included in the Quote as shipping charges, arrange for insured shipment of such Hardware to Customer via a common carrier of CI Solutions' choosing, and will assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from CI Solutions or its authorized agents, Customer shall be solely responsible for the proper installation of all such Hardware in accordance with CI Solutions' protocols for the installation of its Hardware under this Agreement.

- **Modification of Hardware:** Customer hereby agrees without any reservation that it shall not modify, adapt, amend, or otherwise make any changes to CI Solutions' Hardware provided to Customer under this Agreement. Customer hereby agrees that changes of any kind made by Customer or its agents, employees or custodians of CI Solutions' equipment without the express written permission of CI Solutions are strictly prohibited and shall be deemed a breach of this



Agreement whereby Customer shall be liable for costs incurred by CI Solutions' associated with the removal, retrofitting and/or return of said Hardware to its original condition.

2. SERVICES AND FEES: Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement including but not limited to terms set forth in Section 8 below and billed Invoices to Customer, CI Solutions shall provide the Services to Customer during the Service Term as defined below. The following services are included with each Service subscription: Service activation, access to the CI Solutions' web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers. Customer acknowledges that CI Solutions in its sole discretion may update and change the features and functionality of the Services under this Managed Services Agreement from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness. Service Packages are defined on the Quote, Sales Orders and referenced in Invoices, as applicable. In the event of a discrepancy between the Quote and Sales Order, the stated pricing will be controlled by the Quote, and the Hardware quantity will be controlled by the Quote. All Quotes, Sales Orders and related transaction documents are governed by the terms of this Managed Services Agreement.

3. CUSTOM SERVICES: Unless otherwise provided in a separate Scope of Work ("SOW") or Quote specifically referencing or attached to this Agreement, CI Solutions will not provide any custom Services, including but not limited to, integration services, bulk data export services, or other non-standard Services ("Custom Services") not specifically identified in the relevant SOW, Quote or Sales Order. Any Custom Services must be agreed upon by the Parties in a signed SOW.

4. CHANGES TO PRICING: CI Solutions shall have the right in its sole reasonable discretion to change Product pricing upon [30] calendar days written notice by CI Solutions to the Customer. Such changes made by CI Solutions may include, without limitation, adding or deleting Products, increasing or decreasing prices, or offering for stated limited-time special discounts, rebates or other promotions for some or all of the Products. Any price increase will not apply to any order received prior to the date of such notice of price increase, if the requested shipment date is less than [10] calendar days from the date that Customer's order is received by CI Solutions. In the event CI Solutions reduces the price of a Product shown in Quote or Sales Order, then (a) such reduction shall apply to any orders received by CI Solutions from Customer prior to the date of notice of such reduction but not yet shipped, and (b) CI Solutions shall issue a credit to Customer account for the amount of such reduction for each affected Product shipped to Customer within [10] calendar days prior to the date of such notice.

5. SERVICE TERM AND TERMINATION:

A. Base Service Term: The Base Service Term shall be defined as a period of [three (3)] calendar year(s) following the commencement of Service billing. Service billing shall commence as follows: (a) For Hardware that is shipped to Customer by CI Solutions on or before the 15th calendar day of a month, Service billing shall commence on the first of the month following the Hardware shipment date; (b) For Hardware that is shipped to Customer by CI Solution after the 15th calendar day of a month, Service billing shall commence on the 15th calendar day of the following month, following the Hardware shipment date. If, for any reason, the billing for Services is deferred beyond the above-defined commencement date, the Service billing commencement date shall be the date of the first Invoice for Service that the Customer.

B. Extended Service Term: Should Customer purchase Hardware at a date subsequent to its purchase of the Service described in this Agreement, then Customer's Base Service Term for the Service shall be automatically amended such that its Service and Hardware service periods are the same period of three (3) calendar years following the shipment date of the Hardware to Customer.

6. EARLY TERMINATION: In the event of written termination prior to the end of the Term by either party, CI Solutions will remove Customer account and Customer hereby agrees it shall return any CI Solutions-owned equipment within 30 calendar days of CI Solutions' transmission of or its receipt from Customer of said notice of termination, delivered freight paid to a location specified by CI Solutions. All payments made to CI prior to the date of termination are nonrefundable. Moreover, if early termination is effectuated by Customer, then Customer shall pay 50% of all remaining unpaid balances due to CI Solutions under this Agreement; said 50% portion of all unpaid balances shall be paid in full by Customer to CI Solutions via check or bank wire within 30 calendar days of CI Solution's receipt of Customer's written notice of termination of this Agreement.

7. RENEWAL OF SERVICES:

A. Timing: Customer shall notify CI Solutions in writing of Customer's request to either terminate or renew this Agreement. Such notice must be received by CI Solutions no later than ninety (90) calendar days prior to the final date of the Term of this Agreement, unless said time is waived in writing by CI Solutions.

B. Proposed Terms and Good Faith Discussions: Upon timely receipt of Customer's request to renew this Agreement, CI Solutions will determine, in its sole discretion, whether Customer's request for renewal will be granted. If a renewal is granted by CI Solutions, it will send Customer the proposed terms of renewal for a subsequent Term(s); Customer shall engage in timely, responsive, good faith discussions with CI Solutions to help ensure the Parties arrive at final renewal terms prior to the final date of the Term of this Agreement.



C. Hardware For New Term: CI Solutions will decide, at its sole discretion, whether Customer will receive any new Hardware for use during any forthcoming renewal Term(s), or whether Customer will be required to use the same Hardware currently in use under the present Term.

D. Return of Hardware During Renewal Discussions: If CI Solutions determines that new Hardware will be provided to Customer for use during a forthcoming renewal Term, then CI Solutions will pay for shipping costs directly related to Customer's return shipment of the previously-provided Hardware (to the offices of CI Solutions), provided that said return shipment of Hardware is made in compliance with any shipment location, timing and related directions communicated in writing to Customer by CI Solutions.

8. RETURN OF HARDWARE:

A. Original Hardware Boxes Required For All Return Shipments: Irrespective of whether Customer returns CI Solutions' Hardware pursuant to renewal discussions or termination of this Agreement, Customer shall use the same boxes in which CI Solutions' Hardware was originally shipped to and received by Customer. Lost or damaged boxes may be replaced by submitting a written request to CI Solutions no later than sixty (60) calendar days prior to the end of the current Term; Customer shall pay CI Solutions fifty dollars (\$50.00) plus costs of shipping for each replacement box.

B. Hardware Return Processing Fees: All Hardware returns are subject to administrative fees relating to restocking, repair, disposal and other associated costs to be billed by CI Solutions and paid by Customer within thirty (30) calendar days.

9. PAYMENT TERMS AND TAXES:

A. Payment Terms: Customer shall pay (in U.S dollars) all amounts as stated in Invoices issued under this Agreement by wire transfer to CI Solutions' designated bank, by check, or by any other method deemed in writing as acceptable to CI Solutions. Full payment under this Agreement shall be made within a 3-year term as follows: 1) First due within 30 calendar days of delivery of Managed Services to Customer, as stated on Invoice; 2) Next due at or by 12 months after Effective Date of Agreement, as stated on Invoice; and 3) Full remaining balance due at or by 24 months after Effective Date of Agreement, as stated on Invoice. Payments are not subject to set-off or reduction unless otherwise agreed to in writing by CI Solutions. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum legal rate if less, and Customer hereby agrees it shall be responsible for all billed amounts, costs, and expenses, including but not limited to attorney's fees, incurred by CI Solutions in connection with efforts made to collect any delinquent amounts. CI Solutions shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full.

B. Taxes: All payments by Customer to CI Solutions exclude taxes unless specifically and expressly stated by CI Solutions. Customer is responsible for payment of all applicable taxes, (including, but not limited to, sales tax, use tax, and property tax on all Hardware leased under this Agreement, excepting taxes on CI Solutions income or CI Solutions employment taxes) however designated or incurred in connection with the transactions under this Agreement, and agrees to reimburse CI Solutions for any taxes paid on their behalf.

C. Annual Price Adjustment: Commencing one (1) year following the Effective Date of this Agreement, there may be an increase in Customer's total annual subscription fee of three percent (3%). This annual price adjustment shall automatically take effect on the first month of the one (1) year anniversary of the Effective Date of this Agreement, and each year thereafter.

10. MANAGED SERVICES SOFTWARE LICENSE/GRANT: All Software is licensed, not sold under this Managed Services Agreement. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, if applicable, any 3rd Party Terms, CI Solutions grants to Customer for the limited duration of the Term this Agreement remains in effect, a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Except for this limited license conveyed Customer under this Agreement, CI Solutions and its suppliers shall at all times retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and any and all other proprietary rights embodied in the CI Solutions Offerings and 3rd Party Offerings relating to this Managed Services Agreement, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for any purposes prohibited by law. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the CI Solutions Offerings and/or 3rd Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by CI Solutions, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer hereby agrees it will not violate or contest CI Solutions or its suppliers' proprietary rights related to any CI Solutions Offering and/or 3rd Party Offering or any ownership right of CI Solutions to any Hardware or Software provided to Customer under this Agreement. Additional terms may apply to 3rd Party Offerings or future versions of CI Solutions' Managed Services relating to this Agreement; any such additional terms shall be presented to Customer as such terms are amended and applicable to Customer. Customer acknowledges use of a 3rd Party Offering requires acceptance of the 3rd Party Terms, which are not controlled by CI Solutions.



11. TERMS OF USE/CUSTOMER OBLIGATIONS: Customer shall be solely responsible for obtaining and maintaining Internet access to CI Solutions web based applications through an Internet service provider and the hardware and software necessary to enable such a connection. Customer is responsible for ensuring that only authorized Customer personnel (noting that a competitor of CI Solutions can never be an authorized user) have access to CI Solutions web based services and for the security of Customer's computer system and the connection to CI Solutions systems. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning CI Solutions Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without CI Solutions prior written consent.

12. PERSONALLY IDENTIFIABLE INFORMATION: Customer (or "District") acknowledges and agrees to the following: (a) District will manage the disbursement of ID CARDS to their students. (b) Other than the fields in the scope of work, District will not upload any student personally identifiable information (PII), such as social security numbers, home addresses, parent names, or telephone numbers, into CI Solutions database. Such information is not requested nor required by CI Solutions for the performance of its obligations under this Agreement deployment or operation of and such information should be maintained by and reside in District's own data information systems.

13. DATA RETENTION. Customer acknowledges: (1) that unless it purchases additional Data Retention services, CI Solutions will have the right to purge all Data as follows: Subject to purge after 6 months, or 12 months, as elected by Customer in the checkboxes below. If no boxes are checked, CI Solutions will have the right to purge Data after 12 months (2) Regulations may mandate specific Data Retention requirements for Data, and it is the Customer's sole responsibility to understand those requirements and to export and archive its Data if the Data Retention period offered by CI Solutions is not sufficient. (3) Unless CI Solutions specifically agrees in writing otherwise, all Data can be purged by CI Solutions according to the Retention period selected. From time to time, CI Solutions may offer new types of Data services, and such new Data services may have different Data Retention periods, to be defined in a corresponding service specification for that offering. If no data retention period is defined, the retention period of 12 months will apply. (4) CI Solutions is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with CI Solutions, all Data submitted using CI Solutions web-based applications may be purged as provided herein.

Data Retention Period:

Rolling Period: # 6 Months # 12 Months

14. INTELLECTUAL PROPERTY (IP): CI Solutions retains all rights, title and interest and all related IP rights in and to the CI Solutions Offerings and CI Solutions Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by CI Solutions, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the CI Solutions Offerings. Under no circumstances shall Customer sell or transfer any Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn or otherwise extract the trade secrets, know-how or other IP embodied therein. Customer agrees that CI Solutions may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for CI Solutions' business purposes provided such Aggregated User Data is not personally identifiable or Customer identifiable.

15. LIMITED HARDWARE WARRANTY FOR HARDWARE: CI Solutions warrants that the serialized Hardware elements of any CI Solutions Offerings delivered by CI Solutions or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Hardware installations must follow CI Solutions equipment-specific installation guidelines to qualify for the foregoing warranty. CI Solutions warranty period for such serialized Hardware is as follows: The warranty period runs from the date of shipment, and any replacement Hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides CI Solutions with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, CI Solutions will replace any failed or functionally impaired Hardware with comparably equivalent Hardware in terms of performance and functionality, as determined by CI Solutions. This warranty does not apply to any Hardware that has been misused, modified, altered, willfully abused or that has been subject to excess electrical current, water or any other intentional modification or environmental damage or that has been damaged due to the manner in which the Hardware was installed by Customer or its agents or representatives. If Hardware is determined by CI Solutions to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed by CI Solutions to be ineligible for Warranty coverage, Customer will be charged the price of a refurbished unit plus shipping and handling, and restocking fees. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by CI Solutions Customer Care at: E-mail: support@cardintegrators.com Phone: (562) 431-2594.

16. WARRANTY LIMITATIONS: The limited warranties set forth above are applicable solely to the CI Solutions Offerings expressly made under this Agreement. Customer hereby acknowledges that it is solely responsible for its use of data and any consequences



thereof; CI Solutions hereby expressly disclaims any warranties or assurances as to the accuracy, completeness, sufficiency, or any other qualifying factors relating to such data. With the exception of any express warranties provided under this Agreement, CI Solutions itself makes no warranties in any manner that the Hardware or any CI Solutions Offerings will be available, accessible, free from error or disruption of any type, timely, secure, or otherwise meet Customer's expectations. Furthermore, CI Solutions expressly disclaims any implied warranties of merchantability and fitness for a particular purpose, and any warranties that may arise from Customer's course of performance, dealing, or usage of trade.

17. LIMITATION OF LIABILITY: With the exception of any obligations of either party as expressly set forth in this Agreement, including but not limited to Customer's misuse, damage, or misappropriation of CI Solutions' Hardware or intellectual property, in no event shall either party be liable to the other party or to any third-party, for any consequential, indirect, special, incidental, or exemplary damages, whether foreseeable or unforeseeable (including, but not limited to, damages for loss of data, goodwill, anticipated or actual profits or revenues of any type, investments, use of money or facilities, interruption or disruption in use or availability of data; the possibility of such damages, arising out of (i) the performance or non-performance of this Agreement, use of the CI Solutions Offerings, or (ii) any claim, cause of action, breach of contract or any express or implied warranty, under this Agreement or otherwise, misrepresentation, negligence, strict liability, or any other tort. CI Solutions' aggregate liability under this Agreement shall not, under any circumstances claimed by Customer or any other third-party, exceed the total fees actually paid by Customer in the immediately preceding twelve (12) months under this Agreement, irrespective of the nature of any such purported claims or losses being in contract, tort, strict liability, or any other basis. Each and every of the foregoing limitations shall apply regardless of whether CI Solutions has been advised or otherwise notified by Customer or any third-party of such damages, and irrespective of whether any remedy which may be offered by CI Solutions fails its essential purpose or otherwise falls short of Customer's expectations.

18. CONTROLLING TERMS: All CI Solutions Offerings licensed or purchased by Customer from CI Solutions during the term of this Agreement shall be subject to the terms and conditions of this Agreement as set forth herein and at Section 1 of this Agreement. Terms related to Order submission, delivery, pricing, or payment shall be established between Customer and CI Solutions as specified in writing herein and in CI Solutions' transaction documents provided to Customer. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions.

19. OTHER LIMITATIONS: CI Solutions licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third-party beneficiary under agreements between CI Solutions and its licensors/suppliers. Customer acknowledges: (1) it is solely responsible for its use of Data, controlling its employees/authorized users access to the Software, Hardware and Services, (2) the accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf; and (3) Customer is solely responsible for instructing such individuals in the proper use of equipment, CI Solutions shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by CI Solutions or its employees. CI Solutions shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

20. HOLD HARMLESS AND INJUNCTIVE RELIEF: To the extent allowed by law, Customer shall hold CI Solutions harmless from and against any claim, cost, or expense ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software, or other violations of the terms of this agreement, CI Solutions may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

21. CONFIDENTIALITY: To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to CI Solutions web based software or device firmware with any competitor of CI Solutions. The receiving Party's obligations under this Section shall extend for two (2) calendar years following the disclosure of the Confidential Information.

22. MISCELLANEOUS: The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and



Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the County of Orange, State of California.

READ AND AGREED WITHOUT ANY RESERVATIONS:

CUSTOMER

Signature: _____ Print Name: _____ Title: _____ Date: _____

CI SOLUTIONS

Signature: *Taylor Cole* Print Name: Taylor Cole

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: **APPROVE PURCHASE OF SECURITY SOFTWARE LICENSING AGREEMENT**

BACKGROUND:

This software provides centralized management and reporting capabilities, allowing the district to monitor and control internet usage. It's essential for maintaining robust web security and remaining CIPA compliant. It ensures that FWISD is well equipped to navigate the dynamic landscape of web-based threats. This is a three year agreement with service dates beginning on May 1, 2025 through June 30, 2028.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Security Software License Agreement
2. Decline to Approve Purchase of Security Software License Agreement
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Security Software License Agreement

FUNDING SOURCE: **Additional Details**

General Fund	199-53-6658-423 \$900,000.00
TRE Fund	198-53-6658-423 \$450,000.00

COST:

\$1,350,000

Year 1: \$450,000 (TRE Funds)
Year 2: \$450,000 (General Funds)
Year 3: \$450,000 (General Funds)

VENDOR(S)/PROVIDER(S):

Insight Financial Services

PURCHASING MECHANISM:

Cooperative Agreement
Choice Partners #22/043KN-07

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

District-wide

RATIONALE:

This software offers centralized Internet filtering playing a critical role in ensuring the district remains secure, functional, and compliant. It also keeps pace with the latest technological advancements and reporting capabilities, while enabling the District to monitor and control internet usage.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



April 2, 2025

Fort Worth Independent School District
7060 Camp Bowie Road
Fort Worth, TX 76116

On behalf of Insight Investments, LLC, I am pleased to present this proposal for the financing of the software license described below according to the terms and conditions indicated herein.

Description of Items	Total Cost	Cost Breakdown	Payment Due Date	Payment
Lightspeed Security + Safety Bundle	\$1,350,000.00	5/1/2025 – 6/31/2026	5/1/2025	\$450,000.00
Filter TM + Alert with 24/7/365 Human Review		7/1/2026 – 6/30/2027	7/1/2026	\$450,000.00
Choice Partners # 22/043KN-07	Pending Board Approval	7/1/2027 – 6/30/2028	7/1/2027	\$450,000.00

Terms and Conditions:


Purchase Order Authorization: With respect to any executed lease proposal outlining the cost, rent, term and equipment to be leased under a Schedule, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name.

Conditions Precedent: This transaction is contingent upon (i) successful execution of mutually agreed upon documentation with Insight and (ii) the review and approval by Insight's Finance Committee.

Non-Appropriations: Lessee reasonably believes that legally available funds in an amount sufficient to pay the Rent for the Base Term can be obtained. Lessee will do all things within its power to obtain, maintain, and properly request and pursue funds from which the rental payments may be paid including: (i) making provisions for the rent payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; (ii) using its best efforts to have such portion of the budget approved; and (iii) exhausting all available means in the event such portion of the budget is not approved. If either no funds or insufficient funds are appropriated for the rental payments due under any Schedule, then Lessee shall have the right to terminate the applicable Schedule effective upon the start of the fiscal year for which such funding was not received. Lessee must give Lessor ninety days' notice of any such termination and will provide a written certification that funds have not been appropriated and that such non appropriation did not result from any act or failure to act by the Lessee.

Proposal Expiration: This proposal may be withdrawn at any time at Insight's sole discretion and expires 90 days from the date of this letter unless extended by Insight.

Sincerely,



Jake Howard
Vice President
281.210.1215
jhoward@ifsleasing.com

Agreed to and Accepted by:
Fort Worth Independent School District

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

ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025

TOPIC: APPROVE PURCHASE OF INFORMATION TECHNOLOGY (IT) EQUIPMENT AT MULTIPLE SITES IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Middle School infrastructure will be upgraded as part of CIP 2021. The District requests Board authorization to enter into a contract for the purchase and deployment of necessary Information Technology (IT) equipment for Como Success Academy, Forest Oak Middle School, W.A. Meacham Middle School, Rosemont Middle School, W.C. Stripling Middle School, J.M. Jacquet Middle School, Wedgwood Middle School, and Leonard Middle School. Phase I of the Middle School Campus Infrastructure Upgrade will consist of these eight schools. This equipment will support the IT infrastructure at the listed campuses.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Information Technology (IT) Equipment at Multiple Sites in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Purchase of Information Technology (IT) Equipment at Multiple Sites in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Information Technology (IT) Equipment at Multiple Sites in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021	661-81-6629-021
	661-81-6629-045
	661-81-6629-051
	661-81-6629-057
	661-81-6629-058
	661-81-6629-059
	661-81-6629-060
	661-81-6629-061

COST:

\$2,053,446.20	Total Cost
\$102,672.31	5% Contingency
\$2,156,118.51	Not to Exceed

Not to Exceed \$152,290.00 Como Success Academy
Not to Exceed \$500,584.87 Forest Oak Middle School
Not to Exceed \$241,585.58 W.A. Meacham Middle School
Not to Exceed \$307,688.43 Rosemont Middle School
Not to Exceed \$249,012.89 W.C. Stripling Middle School
Not to Exceed \$289,019.23 J.M. Jacquet Middle School
Not to Exceed \$280,347.05 Wedgwood Middle School
Not to Exceed \$261,038.20 Leonard Middle School

VENDOR(S)/PROVIDER(S):

Netsync

PURCHASING MECHANISM:

Cooperative Agreement DIR-CPO-5347

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

Capital Improvement Program
TEA #021 Como Success Academy
TEA #045 Forest Oak Middle School
TEA #051 W.A. Meacham Middle School
TEA #057 Rosemont Middle School
TEA #058 W.C. Stripling Middle School
TEA #059 J.M. Jacquet Middle School
TEA #060 Wedgwood Middle School
TEA #061 Leonard Middle School

RATIONALE:

This is part of our Infrastructure modernization initiative at all campuses. We presented the High School and Elementary School Infrastructure modernization plans during the March 25th's meeting. The Middle Schools upgrade will be part of the Capital Improvement Program (CIP) 2021 execution. It is recommended that FWISD promptly procure long-lead items and begin ordering the IT infrastructure equipment. This will ensure timely delivery, align with the district's programming and installation plans, and help mitigate potential delays due to current market conditions.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District laura.mathews@fwisd.org 817.814.3055	Quan Tran qtran@netsync.com (m) 469-315-8505	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
051 - Meacham				Sub Total 217,077.35	

Voice Gateways

		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SN7C-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50

Wired LAN Equipment

		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	21	3,383.60	71,055.60
		C9300 DNA Essentials, 48-Port Term Licenses	21	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	21	464.50	9,754.50
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	21	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	21	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	21	471.90	9,909.90
		North America AC Type A Power Cable	42	0.00	0.00
		No SSD Card Selected	21	0.00	0.00
		50CM Type 1 Stacking Cable	21	24.80	520.80
		Catalyst Stack Power Cable 30 CM	21	23.50	493.50
		Catalyst 9300 Network Module Blank Module	21	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	21	0.20	4.20
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	21	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	21	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	21	0.00	0.00
		Catalyst 9300 No-Network Module Selection	21	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	21	0.00	0.00
		C9300 Network Essentials, 48-port license	21	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	17	633.40	10,767.80
		1M Type 1 Stacking Cable	3	63.00	189.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	17	71.60	1,217.20
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	52	9.20	478.40

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	71	501.40	35,599.40
		802.11 AP Low Profile Mounting Bracket (Default)	71	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	71	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	71	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	71	249.60	17,721.60
		Cisco Spaces Act for Unified Advantage Licensing	71	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

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Line #	Part	Description	Qty	Unit Price	Ext Price
Cables					
		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	912	2.40	2,188.80
Labor					
		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	27,906.70	27,906.70
057 - Rosemont MS				Sub Total	276,833.15
Voice Gateways					
		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SN7C-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50
Wired LAN Equipment					
		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

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Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	33	3,383.60	111,658.80
		C9300 DNA Essentials, 48-Port Term Licenses	33	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	33	464.50	15,328.50
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	33	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	33	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	33	471.90	15,572.70
		North America AC Type A Power Cable	66	0.00	0.00
		No SSD Card Selected	33	0.00	0.00
		50CM Type 1 Stacking Cable	33	24.80	818.40
		Catalyst Stack Power Cable 30 CM	33	23.50	775.50
		Catalyst 9300 Network Module Blank Module	33	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	33	0.20	6.60
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	33	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	33	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	33	0.00	0.00
		Catalyst 9300 No-Network Module Selection	33	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	33	0.00	0.00
		C9300 Network Essentials, 48-port license	33	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	12	633.40	7,600.80
		1M Type 1 Stacking Cable	4	63.00	252.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	48	71.60	3,436.80
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	96	9.20	883.20

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	70	501.40	35,098.00
		802.11 AP Low Profile Mounting Bracket (Default)	70	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	70	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	70	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	70	249.60	17,472.00
		Cisco Spaces Act for Unified Advantage Licensing	70	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

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Line #	Part	Description	Qty	Unit Price	Ext Price
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Cables

		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	1584	2.40	3,801.60
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Labor

		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	34,858.30	34,858.30
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058 - W.C. Stripling MS

Sub Total 223,829.45

Voice Gateways

		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SNTP-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50

Wired LAN Equipment

		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

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Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	24	3,383.60	81,206.40
		C9300 DNA Essentials, 48-Port Term Licenses	24	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	24	464.50	11,148.00
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	24	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	24	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	24	471.90	11,325.60
		North America AC Type A Power Cable	48	0.00	0.00
		No SSD Card Selected	24	0.00	0.00
		50CM Type 1 Stacking Cable	24	24.80	595.20
		Catalyst Stack Power Cable 30 CM	24	23.50	564.00
		Catalyst 9300 Network Module Blank Module	24	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	24	0.20	4.80
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	24	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	24	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	24	0.00	0.00
		Catalyst 9300 No-Network Module Selection	24	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	24	0.00	0.00
		C9300 Network Essentials, 48-port license	24	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	9	633.40	5,700.60
		1M Type 1 Stacking Cable	3	63.00	189.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	30	71.60	2,148.00
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	60	9.20	552.00

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	66	501.40	33,092.40
		802.11 AP Low Profile Mounting Bracket (Default)	66	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	66	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	66	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	66	249.60	16,473.60
		Cisco Spaces Act for Unified Advantage Licensing	66	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
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Cables

		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	1152	2.40	2,764.80
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Labor

		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	28,795.10	28,795.10
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059 - Jacquet J. Martin MS

Sub Total 260,198.85

Voice Gateways

		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SNTP-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50

Wired LAN Equipment

		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	31	3,383.60	104,891.60
		C9300 DNA Essentials, 48-Port Term Licenses	31	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	31	464.50	14,399.50
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	31	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	31	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	31	471.90	14,628.90
		North America AC Type A Power Cable	62	0.00	0.00
		No SSD Card Selected	31	0.00	0.00
		50CM Type 1 Stacking Cable	31	24.80	768.80
		Catalyst Stack Power Cable 30 CM	31	23.50	728.50
		Catalyst 9300 Network Module Blank Module	31	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	31	0.20	6.20
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	31	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	31	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	31	0.00	0.00
		Catalyst 9300 No-Network Module Selection	31	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	31	0.00	0.00
		C9300 Network Essentials, 48-port license	31	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	13	633.40	8,234.20
		1M Type 1 Stacking Cable	3	63.00	189.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	42	71.60	3,007.20
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	84	9.20	772.80

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	63	501.40	31,588.20
		802.11 AP Low Profile Mounting Bracket (Default)	63	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	63	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	63	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	63	249.60	15,724.80
		Cisco Spaces Act for Unified Advantage Licensing	63	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
Cables					
		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	1488	2.40	3,571.20
Labor					
		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	32,418.00	32,418.00
060 - Wedgwood MS				Sub Total	252,315.05
Voice Gateways					
		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SN7C-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50
Wired LAN Equipment					
		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	29	3,383.60	98,124.40
		C9300 DNA Essentials, 48-Port Term Licenses	29	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	29	464.50	13,470.50
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	29	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	29	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	29	471.90	13,685.10
		North America AC Type A Power Cable	58	0.00	0.00
		No SSD Card Selected	29	0.00	0.00
		50CM Type 1 Stacking Cable	29	24.80	719.20
		Catalyst Stack Power Cable 30 CM	29	23.50	681.50
		Catalyst 9300 Network Module Blank Module	29	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	29	0.20	5.80
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	29	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	29	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	29	0.00	0.00
		Catalyst 9300 No-Network Module Selection	29	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	29	0.00	0.00
		C9300 Network Essentials, 48-port license	29	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	10	633.40	6,334.00
		1M Type 1 Stacking Cable	4	63.00	252.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	36	71.60	2,577.60
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	72	9.20	662.40

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	68	501.40	34,095.20
		802.11 AP Low Profile Mounting Bracket (Default)	68	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	68	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	68	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	68	249.60	16,972.80
		Cisco Spaces Act for Unified Advantage Licensing	68	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
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Cables

		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	1392	2.40	3,340.80
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Labor

		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	32,123.80	32,123.80
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061 - Leonard MS

Sub Total 234,761.55

Voice Gateways

		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SNTP-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50

Wired LAN Equipment

		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	27	3,383.60	91,357.20
		C9300 DNA Essentials, 48-Port Term Licenses	27	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	27	464.50	12,541.50
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	27	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	27	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	27	471.90	12,741.30
		North America AC Type A Power Cable	54	0.00	0.00
		No SSD Card Selected	27	0.00	0.00
		50CM Type 1 Stacking Cable	27	24.80	669.60
		Catalyst Stack Power Cable 30 CM	27	23.50	634.50
		Catalyst 9300 Network Module Blank Module	27	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	27	0.20	5.40
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	27	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	27	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	27	0.00	0.00
		Catalyst 9300 No-Network Module Selection	27	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	27	0.00	0.00
		C9300 Network Essentials, 48-port license	27	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	14	633.40	8,867.60
		1M Type 1 Stacking Cable	3	63.00	189.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	40	71.60	2,864.00
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	80	9.20	736.00

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	57	501.40	28,579.80
		802.11 AP Low Profile Mounting Bracket (Default)	57	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	57	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	57	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	57	249.60	14,227.20
		Cisco Spaces Act for Unified Advantage Licensing	57	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
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Cables

		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	1296	2.40	3,110.40
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Labor

		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	28,968.10	28,968.10
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Como Success Academy

Sub Total 135,899.55

Voice Gateways

		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SNTP-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50

Wired LAN Equipment

		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	14	3,383.60	47,370.40
		C9300 DNA Essentials, 48-Port Term Licenses	14	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	14	464.50	6,503.00
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	14	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	14	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	14	471.90	6,606.60
		North America AC Type A Power Cable	28	0.00	0.00
		No SSD Card Selected	14	0.00	0.00
		50CM Type 1 Stacking Cable	14	24.80	347.20
		Catalyst Stack Power Cable 30 CM	14	23.50	329.00
		Catalyst 9300 Network Module Blank Module	14	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	14	0.20	2.80
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	14	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	14	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	14	0.00	0.00
		Catalyst 9300 No-Network Module Selection	14	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	14	0.00	0.00
		C9300 Network Essentials, 48-port license	14	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	5	633.40	3,167.00
		1M Type 1 Stacking Cable	2	63.00	126.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	18	71.60	1,288.80
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	36	9.20	331.20

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	30	501.40	15,042.00
		802.11 AP Low Profile Mounting Bracket (Default)	30	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	30	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	30	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	30	249.60	7,488.00
		Cisco Spaces Act for Unified Advantage Licensing	30	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
Cables					
		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	672	2.40	1,612.80
Labor					
		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	16,414.80	16,414.80
045 - Forest Oak MS				Sub Total	452,531.25
Voice Gateways					
		Cisco Catalyst C8300-1N1S-6T Router	1	7,156.40	7,156.40
		Cisco Catalyst 8300 Edge 8GB memory	1	0.00	0.00
		Cisco Catalyst 8000 Edge M.2 USB 16GB	1	0.00	0.00
		Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
		Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	0.00	0.00
		Cisco Catalyst 8300 Edge SM Blank	1	0.00	0.00
		Cisco Catalyst 8300 Edge PIM Blank	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
		U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
		UNIVERSAL	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	966.40	966.40
		Cisco C8300 1RU 250W AC Power supply	2	0.00	0.00
		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
		Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	1	3,079.80	3,079.80
		Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
		Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
		Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
		Cisco Umbrella for DNA Advantage	1	0.00	0.00
		Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
		C8300-1N1S-6T Platform Selection for DNA Subscription	1	0.00	0.00
		IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
		SNTC-8X5XNBD Cisco Catalyst C8300 Duration: 5.00 Years	1	4,728.50	4,728.50
Wired LAN Equipment					
		Catalyst 9500 48-port x 1/10/25G and 4-port 40/100G , EDU	1	6,013.90	6,013.90
		C9500 DNA Advantage, Term License	1	0.00	0.00
		DNA Advantage 5 Year License	1	5,010.30	5,010.30
		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
		650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
		650W AC Config 4 Power Supply front to back cooling	1	559.20	559.20
		Cisco pluggable SSD storage	1	0.00	0.00
		Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
		C9500 Network Stack, Advantage	1	0.00	0.00
		Cisco Catalyst 9500 XE 17.12 UNIVERSAL	1	0.00	0.00
		No SSD Card Selected	1	0.00	0.00
		RFID Selected	1	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
		Catalyst 9300 48-port, 8xmGig+40x5G 90W UPOE+, K12	64	3,383.60	216,550.40
		C9300 DNA Essentials, 48-Port Term Licenses	64	0.00	0.00
		C9300 DNA Essentials, 48-Port, 5 Year Term License	64	464.50	29,728.00
		Cisco Catalyst 9300 XE 17.12 UNIVERSAL	64	0.00	0.00
		1100W AC 80+ platinum Config 1 Power Supply	64	0.00	0.00
		1100W AC 80+ platinum Config 1 Secondary Power Supply	64	471.90	30,201.60
		North America AC Type A Power Cable	128	0.00	0.00
		No SSD Card Selected	64	0.00	0.00
		50CM Type 1 Stacking Cable	64	24.80	1,587.20
		Catalyst Stack Power Cable 30 CM	64	23.50	1,504.00
		Catalyst 9300 Network Module Blank Module	64	0.00	0.00
		U.S. Export Restriction Compliance license for Catalyst 9000	64	0.20	12.80
		RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	64	0.00	0.00
		12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	64	0.00	0.00
		1RU CABLE MANAGEMENT GUIDES 9200 and 9300	64	0.00	0.00
		Catalyst 9300 No-Network Module Selection	64	0.00	0.00
		Network Plug-n-Play Connect for zero-touch device deployment	64	0.00	0.00
		C9300 Network Essentials, 48-port license	64	0.00	0.00
		Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	18	633.40	11,401.20
		1M Type 1 Stacking Cable	18	63.00	1,134.00
		10GBASE-SR SFP+ 850nm 300m DOM MMF Duplex LC Cisco Compatible TAA Compliant	36	71.60	2,577.60
		LC to LC 50/125 10G Aqua Multimode Duplex 3 Meter Fiber Cable	72	9.20	662.40

Wireless LAN Equipment

		Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	86	501.40	43,120.40
		802.11 AP Low Profile Mounting Bracket (Default)	86	0.00	0.00
		Ceiling Grid Clip for APs & Cellular Gateways-Recessed	86	0.00	0.00
		Multi-AP packaging, minimum order qty is 6 APs	86	0.00	0.00
		Cisco Wireless License - Advantage Unit Price: 4.16 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	86	249.60	21,465.60
		Cisco Spaces Act for Unified Advantage Licensing	86	0.00	0.00
		Locking Right Angle Wall Mount	5	351.09	1,755.45

Quote #:	AAAQ457502-02
Date:	04/14/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
Cables					
		Cat6 Category 6 550mhz Patch Cord Booted Snagless - 7FT Black	3072	2.40	7,372.80
Labor					
		Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Switch Only ,EN: Wireless Install ,EN: Wireless Survey	1	55,943.30	55,943.30
Main Site					Sub Total 0.00
Wireless LAN Equipment (02/17/2025-02/16/2030)					
		Cisco Networking Subscription	1	0.00	0.00
		Cisco Network Product Support	1	0.00	0.00
Labor					
		The TARIFF cost if applicable from the manufacturer for the hardware portion will be calculated and incorporated into the invoice.	1	0.00	0.00

Notes: 340000595-174945-06

Construction Phase (8) - Fixed - No UPS - ALT Opt
Cisco Systems TX | DIR-CPO-5347

Total	2,053,446.20
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	2,053,446.20

**ACTION AGENDA ITEM
BOARD MEETING
April 22, 2025**

**TOPIC: APPROVE A CONTRACT AMENDMENT FOR ALTERNATIVE
SHUTTLE SERVICES**

BACKGROUND:

In August 2024, the Board authorized Transportation Services to negotiate and finalize contracts with alternative shuttle service providers. We successfully entered into a contract with both vendors. Transportation is now seeking approval to increase the amount for Everdriven. These services are designed to accommodate special education students and those eligible under the McKinney-Vento Act for the 2024-2025 academic year. The number of students who will benefit from these services has increased for 2024-2025.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve a Contract Amendment for Alternative Shuttle Services
2. Decline to Approve a Contract Amendment for Alternative Shuttle Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve a Contract Amendment for Alternative Shuttle Services

FUNDING SOURCE: Additional Details

General Fund	199-34-6299-434
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COST:

\$ 845,000 (Approved Amount)

\$ 586,105

\$1,431,105

VENDOR(S)/PROVIDER(S):

Everdriven Technologies, LLC

PURCHASING MECHANISM:

Cooperative Agreement
Omnia R230901

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

Transportation Services

RATIONALE:

Approve of this shuttle service will help meet the transportation requirements for special education and McKinney Vento students for the 2024-2025 school year.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations