Notice is hereby given that on Tuesday, February 23, 2021, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting via Webinar beginning at 5:30 PM. Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may access the live broadcast for this meeting from Spectrum (Charter) Channel 192, the Fort Worth ISD Live channel on YouTube, or by using this link: https://us02web.zoom.us/j/87376592416?pwd=ck1iSE9PRIZsc29HR05vTkUvZjE1UT09 Passcode: (918123). An electronic copy of the agenda packet 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. Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 until 5:30 PM the day of the meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, February 22, 2021.

Join by phone:
Dial (for higher quality, dial a number based on your current location):
   US: +1 346 248 7799  or +1 253 215 8782  or +1 669 900 9128  or +1 646 558 8656  or +1 301 715 8592  or +1 312 626 6799
   Webinar ID: 873 7659 2416
   International numbers available: https://us02web.zoom.us/u/kfKip0t3d

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES

3. PUBLIC COMMENT
   Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the meeting.
4. RECOGNITIONS
   A. Black History Month
   B. 2020-2021 Chairs for Teaching Excellence

5. LONE STAR GOVERNANCE
   A. Goal Progress Measure 2.1

6. REPORTS/PRESENTATIONS
   A. COVID-19 Update

7. DISCUSSION OF CONSENT AGENDA ITEMS

8. CONSENT AGENDA ITEMS
   (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)
   A. Board of Education Meeting Minutes 5
      1. Regular Minutes - January 26, 2021 7
   B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases $50,000 and More
      1. Approve Purchase of Public Address System and Cabling for Daggett Montessori School 17
      2. Approve Purchase of Library Books for Maudrie M. Walton Elementary School 26
      3. Approve Cyber Liability Insurance Renewal 41
      4. Approve Renewal of Firewall Licensing 43
      5. Approve Resolution to Proclaim March 1 Through March 5, 2021 as "The Future is Bright: A Week of Suicide Prevention" 52
      6. Approve Energy Savings Contract Addendum 55
      7. Approve Web-Based Platform for Individualized Education Plans Development and Specially Designed Instruction 62
      8. Approve Software System to Create, Monitor, and Evaluate Campus Educational Improvement Plans and District Improvement Plan 65
      9. Approve Memorandum of Understanding Between Fort Worth Independent School District (New PTECH Schools) and Tarrant County College 69
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of Texas at Arlington for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums

D. Approve Authorization of Superintendent or Designee to Negotiate and Enter into Interlocal Agreement Regarding Westcreek Park Between Fort Worth Independent School District and the City of Fort Worth

E. Approve Financial Advisory Services Agreement Renewal

F. Approve Budget Amendment for the Period Ended January 31, 2021

G. Approve Quarterly Investment Report for the Period: October 1, 2020 - December 31, 2020

H. Approve Minutes for the October 8, 2020, November 5, 2020, and December 3, 2020 Racial Equity Committee Meetings

I. Approve Minutes of the October 19, 2020 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program

J. Approve Minutes from the January 28, 2021 Board Policy Committee Meeting

K. Approve Appraisers for the T-TESS Appraisal System Certified Since December 9, 2020

L. Approve T-TESS Waiver for the 2020-2021 School Year

M. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for May 1, 2021 Election

N. Approve to Negotiate and to Enter into a Contract with a General Contractor for Rosemont Middle School and Rosemont 6th Grade Restroom Renovations (CSP #21-002) in Conjunction with the 2013 Capital Improvement Program

9. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

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

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

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to
Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
C. Security Implementation (Texas Government Code §551.076)
D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - WEBINAR

12. ACCEPT CONSENT AGENDA

13. ACTION ITEMS
   A. Item/Items Removed from Consent Agenda
   B. Personnel

14. ACTION AGENDA ITEMS
   A. Approve Purchase of a Non-Profit, Technical Assistance Contract to Assist in Redesigning the Alternative Education Programs at Metro Opportunity High School and Middle Level Learning Center
   B. Approve Second Reading - Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)
   C. Approve Contract Between Fort Worth Independent School District and a Behavioral Health Service Provider
   E. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Continued Wage Payments Pursuant to Board Policy DEA(LOCAL)

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

16. ADJOURN
TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes
**FUNDING SOURCE**  
No Cost  

**Additional Details**  
Not Applicable  

**COST:**  
None  

**VENDOR:**  
Not Applicable  

**PURCHASING MECHANISM**  
Not a Purchase  

*Purchasing Support Documents Needed:*  
- Bid – Bid Summary / Evaluation  
- Inter-Local (IL) – Price Quote and IL Contract Summary Required  
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit  
- Emergency – Price Quote and Emergency Affidavit  

**PARTICIPATING SCHOOL/DEPARTMENTS**  
Board of Education  

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

**INFORMATION SOURCE:**  
Karen Molinar
MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on January 26, 2021.

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 January 26, 2021, 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 Board Complex, 2903 Shotts Street, Fort Worth, Texas and via a Zoom webinar.

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

President Ramos called the meeting to order at 5:30 p.m.

The following Board Members were present:

Jacinto Ramos
Tobi Jackson
Quinton Phillips
Daphne Brookins
CJ Evans
Anne Darr
Norman Robbins
Anael Luebanos
Ashley Paz

The following administrators were present:

Dr. Kent Scribner
Michael Ball, Chief of Business and Financial Services
Clint Bond, Executive Director of External & Emergency Communications
Sherry Breed, Chief of Equity & Excellence
Vickie Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Barbara Griffith, Senior Communications Officer
Karen Molinar, Deputy Superintendent
Jerry Moore, Chief Academic Officer
Aaron Munoz, Chief Internal Auditor
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Risk, Ethics and Compliance Management
2. **PLEDGES**

Clint Bond led the pledges.

3. **PUBLIC COMMENT** Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the meeting.

   **Speakers:**
   
   Kathleen Powderly
   Steven Poole

4. **RECOGNITIONS**

   **A. School Board Appreciation Month**
   
   Dr. Scribner made comments regarding School Board Recognition Month and presented each member a framed photo of the Board.

   **B. Texas Holocaust Remembrance Week**
   
   Clint Bond spoke regarding this recognition.

5. **LONE STAR GOVERNANCE**

   **A. Goal 3: College, Career, and Military Readiness Progress Update**
   
   Dr. Scribner turned the meeting over to Jerry Moore and Sara Arispe.
   
   Mrs. Arispe discussed the following topics:
   
   - Unfinished and Lost Learning Time
   - Board Outcome Goal 3 - CCMR
   - Goal Progress Measure 3.1 - Grade 12
   - Goal Progress Measure 3.2 - Grade 9 On-Track
   - Goal Progress Measure 3.2 - Core Course Failure
   - Goal Progress Measure 3.2 - Additional Information - Fall 2020
   - Goal Progress Measure 3.3 - Algebra I Completion by End of 9th Grade
   - Goal Progress Measure 3.4 - SAT/ACT
   - Goal Progress Measure 3.4 - Additional Information
   
   Jerry Moore discussed the following topics:
   
   - District Supports and Goal Priorities
     - Instructional and Literacy Frameworks
     - Professional Learning
     - Assessment Planning
     - Differentiated Support
6. REPORTS/PRESENTATIONS

A. COVID-19 Update
Karen Molinar discussed the following topics:
PPE Distribution
COVID-19 Training
District Enrollment / 77,366 - 51% in Person/Hybrid - 49% Virtual Every Day
COVID-19 Dashboards
COVID-19 Trends
Staffing Impact
TEA Guidelines
Mitigation Strategies

B. Academic Programs, Boundary and Facility Updates
David Saenz discussed the following topics:
Expanding Academic Programs
FWISD Leadership Academy Expansion
Program/Schools of Choice Expansion
Expand International Newcomer Program to support all regions
Karen Molinar discussed the following:
Timeline for Fall 2021 Projects
Important Dates for Parents

7. DISCUSSION OF CONSENT AGENDA ITEMS

Norman Robbins requested items 8.C. and 8.D. be moved to action.

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

A. Board of Education Meeting Minutes

1. Regular Minutes - December 8, 2020

2. Board Workshop Minutes - January 12, 2021
Workshop Minutes

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

1. Approve Purchase of Personal Protective Equipment
   Personal Protective Equipment

2. Approve Purchase of Parts and Services to Repair Classroom Interactive Whiteboards
   Interactive Whiteboards

3. Approve Purchase of Emergency Mass Communication System
   Mass Communication System

4. Approve Purchase of Perkins Reserve Grant Consultant, Insurance, Equipment, Supplies, and Competition Fees
   Perkins

5. Approve Purchase of CTE Agriculture Equipment and Supplies
   Airgas

6. Approve Purchase of Literacy Learning Systems Software and Training
   Literacy Learning System

7. Approve ACT College and Career Readiness Master Services Agreement
   CCRM Agreement

8. Approve Bilingual Programming for the Leadership Academies at Como, Maude I. Logan, and Mitchell Boulevard Elementary Schools
   Bilingual Programming

C. Approve Findings Regarding the Agreement Renewal for Tax Collection Services
   Tax Collection Services

D. Approve Addendum Exercising Option to Renew Agreement for Tax Collection Services
E. Approve Interlocal Cooperation Agreement Between Fort Worth Independent School District and JPS Health Network
   ◊ JPS Health Network

F. Approve Application to Renew Community Travel Innovative Course
   ◊ Community Travel Innovative

G. Approve Budget Amendment for the Period Ended December 31, 2020
   ◊ Budget Amendment

H. Approve 2021-2022 Traditional School Calendar and the 2021-2022 Early College High School Calendar
   ◊ School Calendars

I. Approve First Reading-Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)
   ◊ Board Policies

J. Approve District Teaching Permit for Non-Core CTE Courses
   ◊ Teaching Permit

K. Approve Adoption of Resolution and Order of Election
   ◊ Order of Election

L. Approve Resolution and Order for Election Services for the May 1, 2021 Fort Worth ISD Board of Education Election
   ◊ Election Services

M. Approve Minutes of the January 10 and March 6, 2020 Facility Master Plan Committee Meetings
   ◊ Committee Meetings

9. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

10. EXECUTIVE SESSION The Board will convene in closed session as authorized by the
A. Seek the Advice of Attorneys (Texas Government Code §551.071)

1. Update on FWISD v. Georgia Clark CAUSE NO. D-1-GN-19-008899

2. Discussion Regarding Proposed Resolution of EEOC Charge No.: 31A-2020-00036

B. Deliberation Regarding Action Items Related to 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. Certified Health Science Technology Teacher

2. Certified Law Enforcement Teacher

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - WEBINAR

The meeting was reconvened at 8:38 p.m. with all board members present.

12. ACCEPT CONSENT AGENDA

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve CONSENT AGENDA WITH THE EXCEPTION OF 8.C. and 8.D..

Norman Robbins made an amended motion.

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve to Retain an Independent Consultant to Review RFP's.

The motion failed.

Yes: Norman Robbins, and Ashley Paz.

No: Jacinto Ramos, Tobi Jackson, Quinton Phillips, Daphne Brookins, CJ Evans, Anne Darr, and Anael Luebanos.

The board then returned to the original motion for a vote.
Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Agenda Items 8.C. and 8.D. Concerning Tax Collection Services.

The motion was approved.

Yes: Jacinto Ramos, Tobi Jackson, Quinton Phillips, Daphne Brookins, CJ Evans, Anne Darr, and Anael Luebanos.
No: Norman Robbins, and Ashley Paz.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

   Items 8.C. and 8.D. were voted on under section 12. Accept Consent Agenda.

B. Personnel

   There was no personnel.

14. ACTION AGENDA ITEMS

   No action was required for items A., B. and C.

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

   B. Approve Proposed Termination of Certain Continuing Probationary 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 Workforce Solution of Tarrant County Contract Amendment

   Workforce

   Motion was made by Norman Robbins, seconded by CJ Evans, to approve Workforce Solution of Tarrant County Contract Amendment.

   The motion was unanimously approved.

   E. Approve Resolution Agreement EEOC Charge No.: 31A-2020-00036

   Motion was made by Tobi Jackson, seconded by CJ Evans, to approve Resolution Agreement EEOC Charge No.: 31A-2020-00036.
The motion was unanimously approved.

F. **Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic**

Motion was made by Daphne Brookins, seconded by Norman Robbins, to approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic.

Trustee Evans read the resolution.

G. **Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing Lease of Real Property and Mineral Interests**

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing Lease of Real Property and Mineral Interests.

The motion was unanimously approved.

H. **Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests**

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests.

The motion was unanimously approved.

I. **Consider the Complaint Hearing of Suzanne Asfar (convene in closed session, if necessary)**

1. 10 Minutes - Presentation by Employee and/or Representative

2. 10 Minutes - Presentation by District Representative

3. 10 Minutes - Questions from Board Members

4. 15 Minutes - Board Deliberation (in closed session)

5. Render Decision, if any, on the Complaint Hearing (in open session)
Motion was made by Ashley Paz, seconded by Quinton Phillips, to approve to Uphold the Level 1 Decision, Except any Determination Regarding the 1st Amendment.

The motion was unanimously approved.

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

Comments were heard prior to Action Item 14.I.
Speakers:
C. J. Evans
Anne Darr
Daphne Brookins

16. **ADJOURN**

The meeting was adjourned at 10:38 p.m.

/s/ Faye Daniels
Board of Education

Video of the meeting is available on the Board of Education website at [http://www.fwisd.org](http://www.fwisd.org)
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE PURCHASE OF PUBLIC ADDRESS SYSTEM AND CABLING FOR DAGGETT MONTESSORI SCHOOL

BACKGROUND:

The Public Address (PA) system at the campus level is essential and vital for instant, scheduled and emergency communication. PA systems have become a critical safety and operational resource at each campus. The PA system at Daggett Montessori School is experiencing mechanical failures attributed to age and there is a need to replace the system.

An IP based PA system will serve the campus level while also providing a district-wide solution for emergency communications with the ability to utilize remote devices. An IP based PA solution will be purchased to include cabling, and five years of support for Daggett Montessori School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Public Address System and Cabling for Daggett Montessori School
2. Decline to Approve Purchase of Public Address System and Cabling for Daggett Montessori School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Public Address System and Cabling for Daggett Montessori School

FUNDING SOURCE Additional Details

Special Revenue 429-52-6299-09G-999-99-390-000000-20S08

COST:

$198,214.69
**VENDOR:**
Southwest Networks

**PURCHASING MECHANISM**
Interlocal Agreement

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

*Purchasing Support Documents Needed:*
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**
Daggett Montessori School

**RATIONALE:**
This purchase provides a critical safety and operational communication resource at Daggett Montessori School.

**INFORMATION SOURCE:**
Marlon Shears
Art Cavazos
Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Daggett Montessori School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System. (Bill of Materials included in Appendix A)
2. Provide and install one hundred-eighteen (118) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 3’ in length for closet device connections.
5. Provide and install Category 6 patch cords 7’ in length for closet device connections.
6. Provide and install Category 6 patch cords 10’ in length for end device connections.
7. Provide and install five (5), 12 power outlet at 15’. One for each MDF/IDF closet.
8. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD’s defined paging requirements.
9. Provide and configure one (1), Valcom Interactive Console (VE8091)
10. Provide and configure two (2), administration phones.
11. Provide two (2) days, on-site training to the end users at Daggett Montessori School.
12. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
13. Label all newly installed cables per the FWISD cabling standard.
14. Test results and project deliverables to be provided upon completion of the installation.
15. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
16. Project duration is expected to be three to four weeks.
General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6025 (100 End Points) Enhanced Application Server Pro.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (complete Bill of Materials in Appendix A).
3. SWN and will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Daggett Montessori School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred-eighteen (118), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as sixteen (16) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the forty-six (46) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular “jack” patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install five (5), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-
verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.

3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

**Patch Cords**

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3’ in length for network closet device connections.

2. Southwest Networks will furnish and install a total of one hundred-eighteen (118), CMR, Category 6 patch cords, 7’ in length for network closet device connections.

3. Southwest Networks will furnish and install a total of one hundred-eighteen (118), CMR, Category 6 patch cords, 10’ in length for end device connections.

**Testing and Documentation**

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

**Warranty**

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

**Project Pricing:** $198,214.69

**Quote is valid for Ninety (90) Days**
### Appendix A

#### Bill of Materials

<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Product</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>VE6025</td>
<td>Enhanced Application Server Pro (100 end points)</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>VE8014BR</td>
<td>Quad Network Station (FXS) Port (Rack Mnt)</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>VE8004BR</td>
<td>SIP Compliant Quad Network Audio Port (Rack Mnt)</td>
</tr>
<tr>
<td>4</td>
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Southwest Networks, Inc.

Vendor ID
1752219844300
URL
Vendor Website
HUB Type
Hispanic/Male

DIR Contract Number
DIR-TSO-3719
Contract Term End Date
4/10/2021
Contract Exp Date
4/10/2021

Contact Southwest Networks, Inc.
Contact
Shea Williford
Phone
(817) 640-2225 Ext 203
Fax
(972) 602-4476

Contact DIR
Contact
Lisa Ramirez
Phone
(512) 475-5186
Fax
(512) 475-4759

Contract Overview
Southwest Networks offers cabling installation services through this contract, including: telecommunication equipment, electrical equipment, cables, wires, and communication and media related services. This contract is only available for Zones 1, 2, 3, 4 and 5. Please see the Zone Cabling Map for areas covered. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the 90-day extension for this Contract. This extends the contract through 04/10/2021.

Contract Documents
- DIR-TSO-3719 Contract PDF (134.44KB)
- DIR-TSO-3719 Appendix A Standard Terms and Conditions (per Amendment 1) PDF (917.66KB)
DIR-TSO-3719 Appendix B HUB Subcontracting Plan PDF (1.61MB)
DIR-TSO-3719 Appendix C Pricing Index PDF (158.77KB)
DIR-TSO-3719 Exhibit 1 RFO DIR-TSO-TMP-246 ZIP (4.44MB)
DIR-TSO-3719 Amendment 1 PDF (104.5KB)
DIR-TSO-3719 Amendment 2 PDF (421.48KB)
DIR-TSO-3719 Cabling Zone Map PDF (163.29KB)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor’s offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](https://www.adobe.com/products/reader) in order to view these documents.

How To Order

1. For product and pricing information, visit the [Southwest Networks, Inc.](https://www.swnet.com) website or contact Shea Williford at (817) 640-2225 Ext 203
2. Generate a purchase order made payable to Southwest Networks, Inc. and you must reference the DIR Contract Number **DIR-TSO-3719** on your purchase order.

Available Brands (15 total)

Berk-Tek
Cablofil
Carlon
Circa

Available Products & Services (0 total)

Commodity Codes (12 total)

280-29 - Communication and Telecommunication Cable and Wire, Including Fiber Cable
280-70 - Telephone Cables and Wires, Single and Multiconductor, Clad Steel and Copper
280-95 - Wire and Cable (Not Otherwise Classified)
285-10 - Cable Accessories: Clamps, Clasps, Clips, Closures, Reels, Splices, Wrappings, etc.
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE PURCHASE OF LIBRARY BOOKS FOR MAUDRIE M. WALTON ELEMENTARY SCHOOL

BACKGROUND:

Earlier this school year, the library at Maudrie M. Walton Elementary School was set on fire and damaged the library, burned the library books, and caused both major fire and smoke damage. A plan has been developed to replace the books in the library. Four quotes from four vendors from the bid awarded library jobbers to be used. While not identical to all of the books lost at Walton Elementary, many of the titles are the same as ones lost at Walton. New titles have been substituted for older books that were outdated or no longer published. The vendors will not exceed the amount of the purchase order. Price includes cataloging and processing, so books would arrive in the District shelf ready with barcodes and labels attached and with electronic records ready to upload to the school's online library catalog.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Library Books for Maudrie M. Walton Elementary School
2. Decline to Approve Purchase of Library Books for Maudrie M. Walton Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Library Books for Maudrie M. Walton Elementary School

FUNDING SOURCE

Additional Details

General Fund 199-12-6329-001-160-99-217-000000

COST:

$164,226
**VENDOR:**

Perma-Bound  
Mackin  
Bound to Stay Bound  
Follett School Solutions

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics  
Bid Number: 20-019 – Library Jobber  
Number of Bid/Proposals received: 13  
HUB Firms: 0  
Compliant Bids: 13  
Awarded Bids: 4

Bid/Proposal Statistics  
Bid Number: 20-020 – Pre-Bound Library Books  
Number of Bid/Proposals received: 10  
HUB Firms: 0  
Compliant Bids: 10  
Awarded Bids: 4

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

**Purchasing Support Documents Needed:**

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Maudrie M. Walton Elementary School
RATIONALE:

To promote the success of all students and staff by facilitating access, use, and integration of technology and information systems to enrich the curriculum and enhance learning, the library media program provides a balanced, carefully selected, and systematically organized collection of print and electronic library resources that meets students’ needs in all subject areas. Students are impacted by the quality and quantity of library materials available to them, are suited to their interest and support the curriculum.

INFORMATION SOURCE:

Michael Ball
Jerry Moore
To Follett School Solutions  
1340 Ridgeview Drive  
McHenry, IL 60050  

Attn Order Department  
Phone 888.511.5114  
or 708.884.5000  
or 815.759.9831  

Email fssorders@follett.com  

List Notes  

Free shipping and handling on books and audiovisual materials within the United States and its territories. Shipping and brokerage are free to Canada.

Alert: We noticed titles on your list that are "Not Yet Published." We'll ship what's immediately available to help avoid delays with your order and then deliver the balance in a second shipment when the titles become available to us. Reviewing the titles and moving them to another list is also another option you may want to consider.

Prices guaranteed through 03/29/2021

Cataloging and processing specifications are unique to each school. When processing this order, the specifications for the school referenced on the PO will be used. Please include the cost of these services on your purchase order.

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Available for pre-order. This item is scheduled for release on March 2, 2022.
Available for pre-order. This item is scheduled for release on April 20, 2021.

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9,422 titles (qty 9,457) Total Guaranteed Title Price $161,652.41

Free shipping and handling on books and audiovisual materials within the United States and its territories. Shipping and brokerage are free to Canada.

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Let us know how we're doing.
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE CYBER LIABILITY INSURANCE RENEWAL

BACKGROUND:

Cyber liability insurance provides coverage for costs subject to the policy limits for an organization to recover from a data breach, virus, or other cyberattack. The liability insurance also provides coverage for legal claims resulting from a covered loss. The District increased its cyber liability coverage in 2020 due to the increased trend of cyber threats. The District experienced a significant claim in 2020, which triggered coverage on the cyber policy.

Due to the size of the claim that was paid by the insurance company, the incumbent insurance carrier did not offer renewal terms. Proposals from four companies were submitted by Higginbotham for RFP 20-045 Cyber Liability Insurance, all of the proposals were significantly higher than the previous year due to the claim and unfavorable current market conditions. District personnel reviewed the proposals and are recommending an insurance carrier to provide coverage at the best value for the District. The coverage term will be from March 1, 2021 to February 28, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cyber Liability Insurance Renewal
2. Decline to Approve Cyber Liability Insurance Renewal
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Cyber Liability Insurance Renewal

FUNDING SOURCE

| General Fund | 199-51-6427-001-999-99-435-000000 |

COST:

$110,000
VENDOR:

Higginbotham

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 20-045
Number of Bid/Proposals received: 1
HUB Firms: 0
Compliant Bids: 1

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Purchase of insurance will provide coverage for the District in the event of a loss as well as appropriate defense when claims are made.

INFORMATION SOURCE:

Michael Ball
CONSENT AGENDA ITEM  
BOARD MEETING  
February 23, 2021

TOPIC: APPROVE RENEWAL OF FIREWALL LICENSING

BACKGROUND:

The Internet is an essential tool in classrooms and administrative offices across the District. To maintain part of the security of the District’s network, renewal of the firewall licensing is needed. A firewall monitors and controls incoming and outgoing network traffic based on predetermined security rules and is the first line of defense in network security. The firewall provides controls, reporting and customizability that are needed to keep the District network safe.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Firewall Licensing  
2. Decline to Approve Renewal of Firewall Licensing  
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of Firewall Licensing

FUNDING SOURCE  Additional Details

TRE  198-53-6399-001-999-99-423-000000

COST:

$84,429.99
VENDOR:
Netsync Network Solutions

PURCHASING MECHANISM
Interlocal Agreement

Purchasing Support Documents Needed:
● Bid – Bid Summary / Evaluation
● Inter-Local (IL) – Price Quote and IL Contract Summary Required
● Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
● Emergency – Price Quote and Emergency Affidavit

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources - Contract DIR-TSO-4167. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL/DEPARTMENTS
District-Wide

RATIONALE:
This renewal ensures the District continues to provide network security for daily business and instructional operations.

INFORMATION SOURCE:
Marlon Shears
Art Cavazos
Customer: Fort Worth Independent School District  
Mcdny Mojica / 817-814-3031  
mcdny.mojica@fwisd.org

Inside Sales: Taylor Leger  
tleger@netsync.com  
214-914-5333

Account Manager: Arcangelo Fanelli  
afanelli@netsync.com

Please send purchase order to: PO@netsync.com

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**Total** 84,429.99
**Tax/Vat** 0.00
**Shipping** 0.00
**Grand Total USD** 84,429.99

Notes:
FPR & FMC - Smartnet/Licensing
Cisco Systems TX|DIR-TSO-4167
Cisco Systems, Inc.

Vendor ID
1770059951100

URL
Vendor Website

HUB Type
Non HUB

DIR Contract Number
DIR-TSO-4167

Contract Term End Date
7/3/2021

Contract Exp Date
7/3/2023

Contact Cisco Systems, Inc.

Contact
Mark Ruszczyk

Phone
(702) 262-3815

Fax
(703) 842-8684

Contact DIR

Contact
Tiffanay Waller

Phone
(512) 475-4962

Fax
(512) 475-4759

Contract Overview

Cisco Systems offers Cisco branded hardware, networking equipment, servers, data storage solutions, and related services through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 7/3/2021.

Contract Documents

- DIR-TSO-4167 Contract PDF (234.76KB)
- DIR-TSO-4167 Appendix A Standard Terms and Conditions PDF (322.37KB)
- DIR-TSO-4167 Appendix B HUB Subcontractor Plan (Approved 10-30-2020) PDF (616.26KB)
- DIR-TSO-4167 Appendix C Pricing Index (per Amendment 2) PDF (170.33KB)
Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor’s offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader in order to view these documents.

Reseller Vendor Contacts

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<tr>
<th>Vendor Name</th>
<th>Contact Name</th>
<th>Phone/Fax</th>
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<tr>
<td>Advanced Network Management</td>
<td>Non HUB</td>
<td>Teresa Esparza</td>
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<tr>
<td>Ahead, Inc.</td>
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<td>David Kinard</td>
</tr>
<tr>
<td>AT&amp;T Corp.</td>
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<td>Theresa Davison</td>
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<td>Will Melendez</td>
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<td>CCI Systems, Inc.</td>
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<td>Niki Deau</td>
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<td>CDW Government LLC</td>
<td>Non HUB</td>
<td>Peter McGee</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Contact Name</td>
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<tr>
<td>Centre Technologies, Inc.</td>
<td>Non HUB Ben Martin</td>
<td>Phone: (281) 506-2480 Fax: (888) 649-1754</td>
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<tr>
<td>CenturyLink Communications, LLC</td>
<td>Non HUB Kent Myatt</td>
<td>Phone: (512) 338-5719 Fax: (855) 258-6335</td>
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<tr>
<td>Commsys Technology Corp.</td>
<td>Asian/Male Aspen Tarkington</td>
<td>Phone: (214) 205-1163 Fax: (713) 263-1333</td>
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<tr>
<td>Computex, Inc</td>
<td>Non HUB Don Campbell</td>
<td>Phone: (432) 561-7220 Fax: (713) 780-7348</td>
</tr>
<tr>
<td>ConvergeOne, Inc</td>
<td>Non HUB Kyle Wewe</td>
<td>Phone: 512-758-7300 Fax: (512) 758-7319</td>
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<tr>
<td>Datavo x, Inc</td>
<td>Non HUB Neil Ferguson</td>
<td>Phone: (713) 881-7107 Fax: (713) 881-7207</td>
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<tr>
<td>Designs That Compute</td>
<td>Woman Owned Richard Barnett</td>
<td>Phone: (214) 276-0124 Fax: (214) 276-0123</td>
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<tr>
<td>DISYS Solutions, Inc.</td>
<td>Non HUB Himmat Rathore</td>
<td>Phone: (571) 762-8979 Fax: (703) 802-0798</td>
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<tr>
<td>Gain Innovation, LLC</td>
<td>Hispanic/Male Cari Ledesma</td>
<td>Phone: (512) 329-2625 Fax:</td>
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<tr>
<td>General Datatech, L.P.</td>
<td>Non HUB Kurt Nordquist</td>
<td>Phone: (832) 714-3104 Fax: (214) 857-6500</td>
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<td>Great South Texas Corporation</td>
<td>Woman Owned Terri Gober</td>
<td>Phone: (210) 369-0312 Fax: (210) 369-0389</td>
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<td>GTS Technology Solutions, Inc.</td>
<td>Woman Owned Juli Primeaux</td>
<td>Phone: Fax: (512) 452-0691</td>
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<td>Industrial Networking Solutions</td>
<td>Non HUB Sonal Malhotra</td>
<td>Phone: Fax: (713) 263-1333</td>
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<td>Insight Public Sector, Inc.</td>
<td>Non HUB Michelle Abbamonte</td>
<td>Phone: (800) 467-4448</td>
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<td>Iteris Inc.</td>
<td>Non HUB Michael Hieber</td>
<td>Phone: (512) 658-7160 Fax:</td>
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<td>Jet Web Communications dba Barcom Technology Solutions</td>
<td>Hispanic/Male John Huebener</td>
<td>Phone: (210) 930-6960 Fax: (210) 930-6961</td>
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<td>Logicalis, Inc.</td>
<td>Non HUB Aamir Ashiqali</td>
<td>Phone: (972) 248-7466 Fax: (719) 260-8928</td>
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<td>Netrix LLC</td>
<td>Non HUB Asad Khan</td>
<td>Phone: (842) 283-7308 Fax: (847) 283-7500</td>
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<td>Netsync Network Solutions, Inc.</td>
<td>Hispanic/Female Kristi Matsunaga</td>
<td>Phone: (469) 557-2869 Fax: (713) 664-9964</td>
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<td>Pivot Solutions, North America, Inc. dba Sigma Technology Solutions, Inc.</td>
<td>Non HUB Bryan McCandless</td>
<td>Phone: (210) 348-9876 Fax:</td>
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<td>Porter Burgess Company dba Flair Data Systems</td>
<td>Non HUB Karen Fairchild</td>
<td>Phone: (214) 445-3508 Fax: (214) 373-4188</td>
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<td>Prescriptive Data Solutions, LLC</td>
<td>Non HUB John Drake</td>
<td>Phone: (512) 592-9567 Fax:</td>
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<td>Presidio Networked Solutions Group, LLC</td>
<td>Non HUB Stephanie Tadevic</td>
<td>Phone: (512) 795-7128 Fax: (469) 549-3888</td>
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<td>Red River Technology LLC</td>
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<td>Seamless Advanced Solutions, LLC</td>
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<td>SHI Texas Team</td>
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<td>Phyllis Byrd (PJ)</td>
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<td></td>
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<td>Sology, Inc.</td>
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<td>Stephen Somers</td>
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<td>Phone: (972) 792-9300</td>
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<td>Splendid Technology Services, LLC</td>
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<td>Brad Madison</td>
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<td>StackLynk LLC</td>
<td>Non HUB</td>
<td>Marcus Harold</td>
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<td>TanChes Global Management, Inc.</td>
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<td>Tanaz Choudhury</td>
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<td>Technologent</td>
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<td>Jana Lunn</td>
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<td>Phone: (469) 304-2174</td>
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<td>Fax: (949) 716-9600</td>
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<td>Technology for Education LLC dba TFE</td>
<td>Woman Owned</td>
<td>Cassandra Counts</td>
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<td>Fax: (254) 299-1396</td>
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How To Order

1. For product and pricing information, visit the Cisco Systems, Inc. website or contact Mark Ruszczyk at (702) 262-3815. Reseller Vendors are also available through this contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.

2. Generate a purchase order made payable to Cisco Systems, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number DIR-TSO-4167 on your purchase order.
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE RESOLUTION TO PROCLAIM MARCH 1 THROUGH MARCH 5, 2021 AS “THE FUTURE IS BRIGHT: A WEEK OF SUICIDE PREVENTION”

BACKGROUND:
The social and emotional impact of COVID-19 has been significant on our students and families. We are seeing more kids struggling with anxiety, depression and suicidal ideation during this time of mask wearing and social isolation. In an effort to continue to raise awareness of these needs, we are encouraging secondary students, teachers, and campus personnel to participate in the United Voices for Change (UV4C) spring awareness campaign for The Future is Bright, the week of March 1st through March 5th. The City of Fort Worth will be issuing a similar proclamation.

STRATEGIC GOAL:
1. Increase Student Achievement
3. Enhance Family Community Engagement

ALTERNATIVES:
1. Approve Resolution to Proclaim March 1 Through March 5, 2021 as “The Future is Bright: A Week of Suicide Prevention”
2. Decline to Approve Resolution to Proclaim March 1 Through March 5, 2021 as “The Future is Bright: A Week of Suicide Prevention”
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Resolution to Proclaim March 1 Through March 5, 2021 as “The Future is Bright: A Week of Suicide Prevention”

FUNDING SOURCE
No Cost

Additional Details
Not Applicable
COST:
No Cost

VENDOR:
Not Applicable

PURCHASING MECHANISM
Not a Purchase

Purchasing Support Documents Needed:
● Bid – Bid Summary / Evaluation
● Inter-Local (IL) – Price Quote and IL Contract Summary Required
● Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
● Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS
District-Wide

RATIONALE:
In an effort to continue to raise awareness of these needs, we are encouraging students, teachers, and all campus personnel to participate in the United Voices for Change (UV4C) spring awareness campaign for The Future is Bright, the week of March 1st through March 5th.

INFORMATION SOURCE:
Raúl Peña
Cherie Washington
Whereas, Fort Worth ISD high school students in the United Voices for Change aspire to use student voices to make positive change in our communities and on our high school campuses. We join together to: diversify the participation of student voices and leaders, provide unique opportunities for student collaboration in addressing campus and community issues, give a broader platform to learn and practice leadership, model diverse opinions with respect and provide a safe, engaging, and empowering climate to build capacity for all students.

Whereas, mental health issues associated with Coronavirus are of great concern. Almost 11% of students seriously considered attempting suicide in FWISD in 2019. Suicidal thoughts and mental health conditions can affect anyone regardless of age, gender or background, suicide deaths in Tarrant County continue to increase and are now the 2nd leading cause of death in ages 10-34. United Voices for Change is dedicated to eradicating death by suicide through intentional awareness activities and education in a dedicated time frame with collective passion and strength. Honest conversations about difficult topics like suicide can change a life.

Whereas, United Voices for Change have organized another week of suicide prevention activities March 1-5. Designated days include wear green supporting mental health on Monday, Tuesday wear teal or purple in support of suicide awareness. Post on social media the hashtag #bealifeline #myfutureisbright, #youmatter or #brightfutures on Wednesday. Team up against suicide on Thursday by wearing your favorite team apparel. To celebrate bright futures for youth, wear neon bright colors and sunglasses.

Whereas, every child has a bright future and knows they are important, the week of March 1-5, 2021 is hereby proclaimed to be “The Future is Bright: A Week of Suicide Prevention.” And be it further resolved this body enthusiastically endorses and commits to engage in the suicide awareness activities in an effort to shed light on this highly taboo and stigmatized topic to make Fort Worth children the safest in the world.

Dated this 23rd day of February, 2021
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE ENERGY SAVINGS CONTRACT ADDENDUM

BACKGROUND:

On June 28, 2016, the Board approved the energy savings contract between Fort Worth ISD and an energy conservation company. On September 27, 2016, the Board approved a contract addendum in order to clarify termination clauses and work fees with the company, as well as customized a comprehensive energy conservation program that focused on reducing the consumption of energy and water.

This second energy savings contract addendum would be effective as of March 1, 2021, and would amend the contract to extend the term beyond March 31, 2022. This will provide: additional services, change the performance fee for the final thirteen months of the contract and for the extended term which terminates March 31, 2025, and amend certain other provisions of the contract. These changes convert the contract to a fixed fee resulting in projected net savings over the contract term of $7.2 million.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Energy Savings Contract Addendum
2. Decline to Approve Energy Savings Contract Addendum
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Energy Savings Contract Addendum

FUNDING SOURCE
General Fund

Additional Details
Current Utilities Budget

COST:

$7,051,100

VENDOR:

Cenergistic, LLC
PURCHASING MECHANISM

Bid/RFP/RFQ

This purchase is in accordance with the Texas Education Code Section 44.031(j) regarding school district purchases made through an interlocal contract. This contract was originally procured through the Educational Purchasing Cooperative of North Texas, Request for Proposal Number 030-16.

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of the addendum with the energy conservation company will help the District become more energy efficient and save taxpayer money.

INFORMATION SOURCE:

Michael Ball
Art Cavazos
Energy Savings Contract Addendum #2

This Energy Savings Contract Addendum #2 ("Addendum #2") is entered into, effective March 1, 2021 ("Effective Date"), by and between the Fort Worth Independent School District (the "District"), a political subdivision of the state of Texas and a legally constituted independent school district, and Cenergistic LLC, ("Cenergistic"), to amend that certain Energy Savings Contract by and between the District and Cenergistic with a Start Date of October 1, 2016, as amended by that Energy Savings Contract Addendum dated effective October 1, 2016 (as amended, "Contract"). The District and Cenergistic may be collectively referred to as the “Parties,” or individually as the “Party.”

WHEREAS, the Contract terminates pursuant to its terms on March 31, 2022 and whereas the Contract may be modified by a writing signed by the parties pursuant to Section 12(a) of the Contract and whereas Section 11 of the Contract permits renewal of the Contract; and

WHEREAS, the parties desire to: (1) extend the term beyond March 31, 2022; (2) provide for additional services; (3) change the Performance Fee (as defined in the Contract) for the final thirteen (13) months of the Contract (i.e., beginning on March 1, 2021) and for the Extended Term; and (4) amend certain other provisions of the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree, and the Contract hereby is ratified and amended as follows:

1. Definitions. All terms used herein but not defined herein shall have the meanings assigned to them in the Contract.

2. Amendment to Section 3(b). The last sentence of Section 3(b) is amended and restated in its entirety as follows:

“The energy specialists will use an energy accounting software ("Energy Accounting Software") to maintain energy consumption and other information concerning District energy consumption.”

3. Amendment to Section 4(c). Section 4(c) of the Contract is amended and restated in its entirety as follows:

“(c) Energy Accounting Software. The effective management of energy information is the first step in achieving positive results through accountability. Energy consumption will be accounted for by using the Energy Accounting Software, with which Cenergistic’s energy consultants are knowledgeable with and are trained to use to provide support to the District. No later than ninety (90) days after the Start Date, the District must license the Energy Accounting Software program (and pay the licensing fees) from EnergyCAP, Inc. or, if later recommended by Cenergistic to its clients, an alternative Energy Accounting Software program; provided, however, the Parties must mutually agree in writing to an alternative Energy Accounting Software program. Data input and maintenance will be managed and controlled, at Cenergistic’s option, either by the Energy Specialist or at Cenergistic’s corporate office, with District access to review all data entries.”

4. New Addition to Section 2(b). The following language is added to the end of Section
2(b) in the Contract as follows:

“v. Performance Years 6-8.

The primary focal points of services during Performance Years 6-8 shall include:

• Dedicated assignment of Cenergistic Energy Specialists to District;
• On site and remote support from Cenergistic experts and engineers;
• Enhanced sustainability driven by Cenergistic proprietary software suite;
• Assistance with Program promotion and public relations opportunities; and
• Access by District personnel to Cenergistic virtual training conferences.”

5. Amendment to Section 6. The last sentence of Section 6 is deleted, and the following language is added to the end of Section 6 in the Contract as follows:

“At the end of the Term, the Contract is extended for an additional thirty-six (36) month period (the “Extended Term”) such that the Contract shall terminate on March 31, 2025. Notwithstanding anything in the Contract to the contrary, each twelve (12) month period during the Extended Term shall be a Performance Year, with the first twelve (12) month period being the “Sixth Year” and so on through the “Eighth Year”. The Contract shall include eight (8) Performance Years. Further, at the expiration of the Extended Term, the Contract may be renewed by mutual written agreement for an additional one (1) year period.

6. Amendment to Section 7(b). The first two (2) sentences of Section 7(b) are amended and restated in their entirety as follows while the remaining language in Section 7(b) remains unchanged:

“Cenergistic’s Performance Fees during the Term and the Extended Term (collectively, the “Fee Period”) are as follows: (A) for the first three (3) Performance Years and for eleven (11) months of the Fourth Performance Year, the District shall pay Cenergistic a fee in an amount equal to 50% multiplied by the Total Savings for that month (“Original Fee”) and (B) for each month of the final thirteen (13) months (i.e., beginning March 1, 2021) of the Term and the thirty-six (36) months during the Extended Term, the District shall pay Cenergistic the amount of One Hundred Forty Three Thousand Nine Hundred Dollars ($143,900) (“Extended Fee”; the Original Fee and the Extended Fee are collectively referred to as the “Performance Fees”).”

7. Amendment to Section 8(a). The fifth row of the Table in Section 8(a) is deleted and the following is added to the end of the Table in Section 8(a):

| Performance Years Five through Eight | An amount equal to the lesser of (1) twelve (12) Extended Fees or (2) the remaining Extended Fees for the Term or Extended Term |

8. Certain References in the Contract.

a. References To Term: The following references to “Term” in the Contract are hereby amended to read “Term and/or Extended Term”: (1) two references in Section 3(d), (2) last sentence of Section 4(d), (3) first sentence of Section 5(d)(iv), (4) the heading of Section 6 (5) second sentence of Section 7(e), (6) first sentence of Section 8(a), (7) first sentence of Section 8(b), (8)
sentence of Section 8(c), and (9) first sentence of Section 8(d).

b. References to EnergyCAP: (1) The three references to “EnergyCAP workshop” in Section 4(d) are replaced with “Energy Accounting Software workshop”; (2) the one reference to “EnergyCAP, Inc.” in Section 4(d) is replaced with “Cenergistic”; (3) the two references to “EnergyCAP” in each of Section 5(d)(iii) and Section 7 of the M&V Plan are replaced with “Energy Accounting Software”.

c. References to Software: All references to “Software” are replaced with “Energy Accounting Software”.

d. Reference to Fifth Performance Year in Section 8(e): The reference to “fifth performance year” in Section 8(e) is amended to state “eighth performance year”.

9. Sections 9, 10(a) and 10(b). Section 9, Section 10(a) and Section 10(b) of the Contract are hereby amended and restated in their entirety as follows:

“9. Termination Event. Upon termination of this Contract the District shall promptly:
(a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the District in connection with the Program, including all copies thereof; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic; and (c) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the District is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources other than Cenergistic; or (ii) hiring a person (other than an energy specialist trained by Cenergistic) to assist with monitoring energy use or consumption. The Proprietary Information includes all database files created using the Energy Accounting Software, but does not include any information, data, or source documents provided by the District. Upon termination, the information, data, and source documents provided by the District shall be returned to the District and the District may retain one archival copy of all reports produced by the Energy Accounting Software during the Program. If requested, upon termination of the Contract, Cenergistic will export the raw source data (which shall not include any formulas or proprietary information of Cenergistic) that has been accumulated during the Program into a spreadsheet to be provided in electronic form to the District.

10. Proprietary Program and Information. (a) Proprietary Information. The District may have access to and use of any or all of the following: (1) Cenergistic’s energy management program; (2) materials that are copyrighted, patented, protected by trade secrets and other information that is proprietary to Cenergistic and (3) Cenergistic software, including both browser based and mobile versions, upon acceptance of the terms of services associated with such Cenergistic software, which are hereby incorporated by reference, as the same may be developed and released by Cenergistic from time to time during the term of this Contract pursuant to a nonexclusive, nontransferable license to use Cenergistic software. Items (1) through (3) along with all database files created using the Energy Accounting Software are collectively referred to as “Proprietary Information”.

59
(b) Limitations on Use; Confidentiality. Cenergistic acknowledges that the District is a governmental entity of the State of Texas that is subject to public information laws, including Chapter 552 of the Texas Government Code, which require the District to release any information that is defined as or deemed to be public (the "Public Information Statutes"). The District hereby agrees that Cenergistic is the owner of all right, title and interest in and to the Proprietary Information. The District agrees that nothing contained in this Agreement shall be construed as granting any ownership right to the District in any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right. The District shall not make, have made, use or sell for any purpose, any product or process using, incorporating or derived from any Proprietary Information. The District shall not copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information. The District agrees that an invention or work created by the District or any of its personnel based on or incorporating any of the Proprietary Information shall be owned exclusively by Cenergistic. The District agrees that the Proprietary Information (including all copies) continues to be Cenergistic’s property and should be kept confidential to the full extent permitted by the Public Information Statutes and other law. Upon receipt of a request under the Texas Public Information Act, the District may be required to release documents to the requestor. Cenergistic agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Cenergistic 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. The District agrees not to challenge, or assist any third-party in challenging, Cenergistic’s ownership rights in the Proprietary Information, and in any invention, patent, copyright, trademark, or other intellectual property right. The District agrees that the Proprietary Information, including but not limited to the patents and copyrights of Cenergistic, are valid and enforceable. The District shall not challenge the validity or enforceability of any patent, trademark or copyright owned by Cenergistic in any court, at the Patent and Trademark Office, or in any other forum or before any arbitrator. The District shall give Cenergistic written notice and an opportunity to respond if the District receives a third-party request for Proprietary Information. The District shall not disclose the Proprietary Information to any unauthorized person or use it outside of the District or this Contract. The District’s obligations under this paragraph survive termination of this Contract. The District hereby agrees that breach of this subparagraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.

10. **Deletion of Section 11.** Effective the first day of the Extended Term, Section 11 is deleted.

11. **Ratification of Contract.** All other terms and conditions contained in the Contract, as modified by this Addendum #2, shall remain in full force and effect.
The Parties have executed this Addendum #2 effective as of the Effective Date.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

CENERGISTIC LLC

By: ____________________________
Name: John Bernard
Title: President, Area Sales
Date: February 8, 2021
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE WEB-BASED PLATFORM FOR INDIVIDUALIZED EDUCATION PLANS DEVELOPMENT AND SPECIALLY DESIGNED INSTRUCTION

BACKGROUND:
Each year the Texas Education Agency (TEA) provides guidance to districts in response to results driven accountability (RDA) indicators. For the 2018-2019 school year, students receiving special education services in Fort Worth ISD performed far below their general education peers at the state level on State of Texas Assessments of Academic Readiness (STAAR) and STAAR End-of-Course exams in all subjects. Special education teachers will be provided with professional learning on developing individualized education plans, specially designed instruction, and access to web-based platforms to support students receiving special education services. The period of performance is from March 1, 2021 to June 30, 2022, with the option to extend for two (2) additional years in one (1) year increments.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Web-Based Platform for Individualized Education Plans Development and Specially Designed Instruction
2. Decline to Approve Web-Based Platform for Individualized Education Plans Development and Specially Designed Instruction
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Web-Based Platform for Individualized Education Plans Development and Specially Designed Instruction

FUNDING SOURCE
Special Revenue

Additional Details
224-11-6399-0E1-999-23-513-000000-21F13
COST:

$285,600 Annually

VENDOR:

Enome, Inc.

PURCHASING MECHANISM

Bid/Proposal Statistics
Bid Number: 21-052
Number of Bid/Proposals received: 7
HUB Firms: 4
Compliant Bids: 7

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide for Special Education Teachers

RATIONALE:

By approving this purchase, special education teachers will be able to access instructional resources customizable by state and common core standards to support the development of high-quality specially designed instruction and individualized education plans.

INFORMATION SOURCE:

Jerry Moore
## Invoice 10001-1526

**Fort Worth ISD**  
United States  

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**Invoice Notes**

Goalbook Toolkit Full District Membership - Goalbook Toolkit access for up to 600 users in Fort Worth ISD, active until June 30, 2022.

Goalbook services include:
- 4 days of remote or onsite professional development led by Goalbook
- 1 mid-year and 1 end-of year remote or onsite consultation/PD for a comprehensive review and to ensure implementation goals are met
- Dedicated Goalbook Success team member to work in partnership with district and school implementation leads throughout the year
- Access to ongoing webinars available to all users and partners that feature a variety of content areas to build teacher capacity for improving instructional practice
- Analytics services for leadership upon request
- Dedicated Goalbook help desk and technical support

If a Purchase Order is generated, you can email it to support@goalbookapp.com or fax to (650) 284-0432, and we will add the PO # to this invoice.

This order form is entered into and effective as of the form date set forth above by and between Enome, Inc. and the Client identified above. This order form incorporates the Goalbook Client Terms and Conditions (goalbookapp.comic-terms) (collectively the “Agreement”). By paying the fees above, you signify that you have read, understood, and agree to be bound by the Agreement, and that you have the authority to bind your organization to the Agreement.

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**Enome, Inc. (Goalbook)**  
P.O. Box 1289  
San Mateo, CA 94401  
Phone: 1-655-207-5443  
Fax: (650) 284-0432  
FEIN: 45-2540420

**Due 26 Mar 2021 (73 days)**
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE SOFTWARE SYSTEM TO CREATE, MONITOR AND EVALUATE CAMPUS EDUCATIONAL IMPROVEMENT PLANS AND DISTRICT IMPROVEMENT PLAN

BACKGROUND:

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Educational Improvement Plan (CEIP). The CEIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District's and campuses' achievement goals.

Each CEIP must:
- Set the campus performance objectives based on the student achievement indicator system and projections
- Identify how the campus goals will be met for each student
- Determine the resources needed to implement the plan
- Identify staff needed to implement the plan
- Set timelines for reaching these goals
- Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic achievement
- Include goals and methods for violence prevention, intervention, and increased attendance
- Provide for a program to encourage parental involvement at the campus
- Include a review of the academic achievement for each student in the school;

Texas Education Code 11.253 requires that the Board of Trustees ensure that CEIP for each campus are developed, reviewed, and revised annually for improving the performance of all students. Consent is needed to initiate a contract for a service agreement to obtain a software system to create, monitor, and evaluate school improvement plans. In addition to developing CEIPs, software will provide the District capabilities to develop a District Improvement Plan. The contract includes software system and professional development for all stakeholders involved in the development of the plans. The cost includes: the development, professional development and accessibility of a software system for 145 Fort Worth ISD campuses

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency
**ALTERNATIVES:**

1. Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans and District Improvement Plan
2. Decline to Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans and District Improvement Plan
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans and District Improvement Plan

**FUNDING SOURCE**  
Additional Details

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**COST:**

$74,000

**VENDOR:**

806 Technologies

**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas - Region X. Supporting documentation is attached. The recommended vendor is listed above.

**Purchasing Support Documents Needed:**

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD campuses
RATIONALE:

These plans are critically important in our effort to meet the District's as well as the campuses' achievement imperatives. Board approval is necessary in order to meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District's Strategic Plan and the Campus Educational Improvement Plans.

INFORMATION SOURCE:

Cherie Washington
Raúl Peña
David Saenz
Jerry Moore
Please send purchase orders to 806 Technologies.
Fax # 469-814-8210
accounting@806technologies.com

This estimate is for the 2020 - 2021 school year.

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Grand Total                                               $74,000.00
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT (NEW PTECH SCHOOLS) AND TARRANT COUNTY COLLEGE

BACKGROUND:
This Memorandum of Understanding between Fort Worth ISD and Tarrant County College (TCCD) will establish the Early College High School (ECHS) or Pathways in Technology Early College High School (PTECH) to be operated in accordance with the legislative grant of authority for ECHS/PTECH schools in Texas Education Code. The ECHS/PTECH will be housed on the respective high school and TCCD campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The new PTECH and ECHS schools at Amon-Carter Riverside, Diamond Hill, and South Hills high schools will begin serving students in grades 9 (with subsequent years serving grades up to 12) in the 2021-2022 school year. Per the application and ECHS/PTECH blueprints, TCCD and Fort Worth ISD will provide rigorous college readiness, technical and early college credit courses. Fort Worth ISD will purchase required textbooks for students in corresponding ECHS/PTECH courses.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Memorandum of Understanding Between Fort Worth Independent School District (New PTECH Schools) and Tarrant County College
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District (New PTECH Schools) and Tarrant County College
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Memorandum of Understanding Between Fort Worth Independent School District (New PTECH Schools) and Tarrant County College

FUNDING SOURCE:

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69
COST:

$150,000 ($50,000 for textbooks per campus per year)

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

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

PARTICIPATING SCHOOL/DEPARTMENTS

Office of Innovation
Amon-Carter Riverside High School - PTECH Academy Information Technology Convergence Technology
Diamond Hill-Jarvis High School - PTECH Academy Architecture, Construction, and Logistics
South Hills High School - PTECH Academy Web Applications Programming

RATIONALE:

This Memorandum of Understanding will allow Amon-Carter Riverside’s PTECH Academy IT Convergence Technology, Diamond Hill-Jarvis’ PTECH Academy Architecture, Construction, and Logistics, and South Hills’ PTECH Academy Web Applications Programming to enter into a mutually beneficial ECHS partnership with Tarrant County College to provide directed college access to economically disadvantaged students and first-generation college students.

INFORMATION SOURCE:

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

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

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2021-2022 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;

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; and

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.

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

Memorandum of Understanding between
Tarrant County College District
Fort Worth Independent School District
Page 1 of 17
1. **Term:**

   a) The term of this agreement shall commence upon the last signature date found on the last page of this MOU.
   
b) The MOU will end on June 30, 2024, unless otherwise amended.
   
c) For each academic year during the term of this MOU, 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 fifteen (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 policies and procedures, as well as federal, state, and local laws, rules, and regulations.
   
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 will:
   a. Within the rules and guidelines established by TEA and FWISD, 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;
      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. Direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
   c. Report to the FWISD superintendent, or his/her designee, through the established FWISD governance structure; and
   d. 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/P-TECH 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 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.

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 FWISD, using FWISD guidelines and in 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. 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 obligation, 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 the Clery Act;
- 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 teacher’s manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures
Both parties shall provide access to the documents referenced 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 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, 2024. 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 a one hundred twenty (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 statues, 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.

_____________________________________  ____________________
Jacinto Ramos, Jr.  
Board President - Fort Worth Independent School District

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

_____________________________________  ____________________
Dr. Eugene Giovannini  
Chancellor, Tarrant County College District

Approved as to Form :  
ISD Legal Services

Approved as to Form :  
TCCD Legal Services

2/21/2021  
Date
Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Collegiate/PTECH Amon Carter Riverside High School

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

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College Trinity River / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program/PTECH ("MOU"), dated as of February 1, 2021 entered into by and between the parties hereto;

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

1) **Use of Facilities:**
   - FWISD will house an early college high school facility within Amon Carter Riverside High School, 3301 Yucca Ave, Fort Worth TX, 76111. Operations will commence on August 1, 2021.
   - TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
   - By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
   - Registration by ECHS students for ECHS-specific classes to be offered on TCCD's Trinity River Campus will take place prior to the date set for general priority registration.

2) **Furniture and Equipment:**
   - FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy FWISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.

FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) **Maintenance:**

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

4) **Utilities:**

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

5) **Insurance:**

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of $1,000,000; and (2) causes of loss-special form (formerly "all-risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1)commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than $1,000,000; (2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; (3) $100,000 Bodily Injury per person, $300,000 per Bodily Injury per occurrence, and $100,000 Property damage per occurrence Auto Liability coverage; and (4) workers' compensation insurance as required by applicable
statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

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

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

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

_____________________________  __________________
Jacinto Ramos, Jr.                                    Date
Board President - Fort Worth Independent School District

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

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

Approved as to Form: ________________________  2/1/2021
ISD Legal Services                                     Date

Approved as to Form: ________________________
TCCD Legal Services                                   Date
Memorandum of Understanding between Tarrant County College District and Fort Worth Independent School District

Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Collegiate/PTECH Amon Carter Riverside High School

This Operations Manual ("OM") is entered into by and between the Tarrant County College District, a Texas political subdivision of higher education, on behalf of Tarrant County College Trinity River Campus ("TCCD") 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, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain P-TECH Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of February 1, 2021 entered into by and between the parties hereto;

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

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

2. Operations:
   - FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's administrative software.
   - TCCD shall ensure that grades for college courses are timely and correctly entered in TCCD's administrative software.
• TCCD will not provide ECHS students with computers, laptops or readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.

• FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.

• ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. **Expiration of Termination:**

• Expiration or earlier termination of the MOU shall automatically terminate this OM.
EXECUTED in duplicate original counterparts effective upon the date indicated above.

_____________________________________  ____________________  
Jacinto Ramos, Jr.                   Date
Board President - Fort Worth Independent School District

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

_____________________________________  ____________________  
Dr. Eugene Giovannini               Date
Chancellor, Tarrant County College District

Approved as to Form:  _______________________  02/12/2021  
ISD Legal Services                  Date

Approved as to Form:  _______________________  ____________  
TCCD Legal Services                 Date
## Advanced Convergence Technologies Level 1 & Convergence Cloud Technology Level 1

<table>
<thead>
<tr>
<th>9th Grade</th>
<th>10th Grade</th>
<th>11th Grade</th>
<th>12th Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall</strong></td>
<td><strong>Semester</strong></td>
<td><strong>Spring Semester</strong></td>
<td><strong>Fall</strong></td>
</tr>
<tr>
<td>English I (On-Level or PAP)</td>
<td>English I (On-Level or PAP)</td>
<td>English II (On-Level or PAP)</td>
<td>English III (On-Level, PAP, AP, OR, or DC)</td>
</tr>
<tr>
<td>World Geography (On-Level, PAP, AP Human Geography)</td>
<td>World Geography (On-Level, PAP, AP Human Geography)</td>
<td>World History (On-Level, PAP or AP)</td>
<td>US History (On-Level, Pre-AP, AP, DC)</td>
</tr>
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<td>Algebra I or Geometry (On-Level or PAP)</td>
<td>Algebra I or Geometry (On-Level or PAP)</td>
<td>Geometry or Algebra II (On-Level or PAP)</td>
<td>Algebra II Pre-Calculus (On-Level [Alg 2], PAP [Alg 2, Pre-Cal], OR [Pre-Cal], or DC)</td>
</tr>
<tr>
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<td>Biology (On-Level or PAP)</td>
<td>Chemistry/IPC/Physics (On-Level [IPC, Chem, Physics], PAP [Chem or Physics], or OR Physics)</td>
<td>3rd Science (On-Level, Pre-AP, AP, or OR)</td>
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<td><strong>High School Core</strong></td>
<td>Fine Art [DC required]*</td>
<td>Speech [DC required]*</td>
<td>Health</td>
</tr>
<tr>
<td><strong>HS Reqs</strong></td>
<td>PE</td>
<td>PE</td>
<td>World Language Option: On-Level, Pre-AP, AP</td>
</tr>
<tr>
<td><strong>Practicum</strong></td>
<td><strong>PRACTICUM</strong></td>
<td><strong>PRACTICUM</strong></td>
<td></td>
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<td><strong>CTE Articulations These Are Not Classes</strong></td>
<td><strong>Dual Credit Principles of Information Technology A (ITD27201A) CMPT 1351 ITNW 1425 13027200</strong></td>
<td><strong>Dual Credit Principles of Information Technology B (ITD27201B) ITNW 1425 13027200</strong></td>
<td><strong>Dual Credit Networking A (ITD27402A) ITNW 1408 13027400</strong></td>
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<td><strong>Art 1301</strong></td>
<td><strong>SPCH 1321</strong></td>
<td><strong>CERT</strong></td>
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<tr>
<td><strong>College Hours</strong></td>
<td>Up to 6 Hours</td>
<td>Up to 7 Hours</td>
<td>Up to 7 Hours</td>
</tr>
</tbody>
</table>

*Possible Elective or move something up.

**Possible Elective or move something up.**

*Possible Elective or could move up GOWT DC.
CONVERGENCE TECHNOLOGIES: CLOUD TECHNOLOGY, AAS

ITCT.D003.UG
Associate of Applied Science Degree
Offered at Northeast Campus

Program Requirements

First Year

Fall Term

CPMT 1351 - IT Essentials: PC Hardware and Software
ITNW 1408 - Implementing and Supporting Client Operating Systems
ITNW 1313 - Computer Virtualization
ENGL 1301 - Composition I +

Spring Term

ITNW 1454 - Implementing and Supporting Servers
ITSC 1316 - Linux Installation and Configuration
ITCC 1414 - CCNA 1: Introduction to Networks *
ITCC 1440 - CCNA 2: Routing and Switching Essentials *

Summer Term

ITCC 2412 - CCNA 3: Scaling Networks *
ITCC 2413 - CCNA 4: Connecting Networks *

Second Year

Fall Term
ITSY 1342 - Information Technology Security
ITCC 2341 - CCNA Security

Choose one from the following:
GOVT 2305 - Federal Government (Federal Constitution & Topics) + or
GOVT 2306 - Texas Government (Texas Constitution & Topics) +

Mathematics Elective Semester Hours: 3 **

Spring Term

ITNW 1372 - VMware vSphere: Install/Configure/Manage
ITSC 2325 - Advanced Linux (Capstone)

Choose one from the following:
SPCH 1321 - Business and Professional Communication + or
SPCH 1311 - Introduction to Speech Communication + or
SPCH 1315 - Public Speaking + or
ENGL 2311 - Technical and Business Writing +

Creative Arts/Language, Philosophy and Culture Elective Semester Hours: 3 **

Total Degree Hours: 60

* Mathematics, Creative Arts/Language, Philosophy, and Culture electives must be chosen from the corresponding section in the Core Curriculum.

ADVANCED CONVERGENCE TECHNOLOGIES
Program Requirements

First Year

Fall Term

ITNW 1454 - Implementing and Supporting Servers
ITSY 1342 - Information Technology Security

Spring Term

ITSC 1316 - Linux Installation and Configuration
ITCC 2341 - CCNA Security (Capstone)

Second Year

Fall Term

ITNW 1372 - VMware vSphere: Install/Configure/Manage
ITSC 2325 - Advanced Linux

Total Certificate Hours: 19

CONVERGENCE CLOUD TECHNOLOGY

ITCT.T005.UG
Level 1 Certificate
Offered at Northeast Campus
Fall Term

CPMT 1351 - IT Essentials: PC Hardware and Software
ITNW 1313 - Computer Virtualization
ITNW 1408 - Implementing and Supporting Client Operating Systems
ITNW 1372 - VMware vSphere: Install/Configure/Manage (Capstone)

Spring Term

ITCC 1414 - CCNA 1: Introduction to Networks
ITCC 1440 - CCNA 2: Routing and Switching Essentials
ITSC 2325 - Advanced Linux

Summer Term

ITCC 2412 - CCNA 3: Scaling Networks
ITCC 2413 - CCNA 4: Connecting Networks

Total Certificate Hours: 32
MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2021-2022 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;

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; and

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.

NOW, THEREFORE, the parties to this MOU agree to the following:
1. Term:

   a) The term of this agreement shall commence upon the last signature date found on the last page of this MOU.
   b) The MOU will end on June 30, 2024, unless otherwise amended.
   c) For each academic year during the term of this MOU, 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 fifteen (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 policies and procedures, as well as federal, state, and local laws, rules, and regulations.
         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 will:
   a. Within the rules and guidelines established by TEA and FWISD, 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;
      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. Direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
   c. Report to the FWISD superintendent, or his/her designee, through the established FWISD governance structure; and
   d. 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/P-TECH 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 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.

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 FWISD, using FWISD guidelines and in 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. 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 obligation, 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 the Clery Act;
- 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 teacher’s manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures...
Both parties shall provide access to the documents referenced 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 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, 2024. 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 a one hundred twenty (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.

_____________________________________  ____________________  
Jacinto Ramos, Jr.  
Board President - Fort Worth Independent School District  

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

_____________________________________  ____________________  
Dr. Eugene Giovannini  
Chancellor, Tarrant County College District  

Approved as to Form :  
ISD Legal Services  

Approved as to Form :  
TCCD Legal Services  

2/12/2021  
Date
Facilities Use Agreement  
Tarrant County College District  
Fort Worth Independent School District  
Tarrant County College-Northwest / Fort Worth ISD Collegiate/PTECH Diamond Hill Jarvis High School

This facilities use agreement ("FUA") is entered into by and between the Tarrant County College District ("TCCD"), a Texas political subdivision of higher education, and Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College Northwest / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program/PTECH ("MOU"), dated as of February 1, 2021 entered into by and between the parties hereto;

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

1) Use of Facilities:
   - FWISD will house an early college high school facility within Diamond Hill Jarvis High School, 1411 Maydell Street, Fort Worth TX, 76106. Operations will commence on August 1, 2021.
   - TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
   - By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
   - Registration by ECHS students for ECHS-specific classes to be offered on TCCD's Northwest Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:
   - FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
   - The parties shall repair and maintain any furniture and equipment they own and install in the
ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy FWISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

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

3) **Maintenance:**

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

4) **Utilities:**

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

5) **Insurance:**

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of $1,000,000; and (2) causes of loss-special form (formerly "all-risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than $1,000,000; (2) causes of loss-special form (formerly "all-risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; (3) $100,000 Bodily Injury per person, $300,000 per Bodily Injury per occurrence, and $100,000 Property damage per occurrence Auto Liability coverage; and (4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide...
FWISD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

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

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

7) **Safety and Health:**

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

8) **Expiration or Termination:**

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

Jacinto Ramos, Jr.  
Board President - Fort Worth Independent School District

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

Dr. Eugene Giovannini  
Chancellor, Tarrant County College District

Approved as to Form: _______________________  ____________  
ISD Legal Services  
Date

Approved as to Form: _______________________  ____________  
TCCD Legal Services  
Date
Operations Manual  
Tarrant County College District  
Fort Worth Independent School District  
Tarrant County College-Northwest / Fort Worth ISD Collegiate/PTECH Diamond Hill  
Jarvis High School

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

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain P-TECH Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of February 1, 2021 entered into by and between the parties hereto;

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

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

2. **Operations:**
   - FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's administrative software.
   - TCCD shall ensure that grades for college courses are timely and correctly entered in TCCD's administrative software.
• TCCD will not provide ECHS students with computers, laptops or readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.

• FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.

• ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. **Expiration of Termination:**

• Expiration or earlier termination of the MOU shall automatically terminate this OM.
EXECUTED in duplicate original counterparts effective upon the date indicated above.

_____________________________________  ____________________
Jacinto Ramos, Jr.                                     Date
Board President - Fort Worth Independent School District

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

_____________________________________  ____________________
Dr. Eugene Giovannini                                     Date
Chancellor, Tarrant County College District

Approved as to Form: _______________________  2/12/2021
ISD Legal Services                                     Date

Approved as to Form: _______________________  ____________
TCCD Legal Services                                     Date
## DIAMOND HILL-JARVIS HS DUAL CREDIT COURSE CROSSWALK
(AAS Architectural Technology/Architectural CAD Operator/Architecture Paraprofessional Level I Certificate/Architecture Occupational Skills Award)

**DRAFT 12/3/2020**

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The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.
## TCC PROGRAM REQUIREMENTS

### AAS Architectural Technology
ARCH.D001.UG
South Campus

### First Year

#### Summer Term

- ARCH 1315 - Architectural Computer Graphics (2 & 4)

#### Fall Term

- ARCH 1311 - Introduction to Architecture (3 & 0)
- ARCH 2312 - Architectural Technology (3 & 0)
- ARCH 1303 - Architectural Design I (2 & 4)
- MATH 1314 - College Algebra (3 & 0)

#### Spring Term

- ARCE 2352 - Mechanical, Electrical and Plumbing (MEP) Systems (3 & 0)
- ARCH 1304 - Architectural Design II (2 & 4)

Choose one from the following:
- ARCE 1342 - Codes, Specifications, and Contract Documents (3 & 0) **or**
- CNBT 1342 - Building Codes and Inspections (3 & 0)
- ENGL 1301 - Composition I (3 & 0)

### Second Year

#### Summer Term

- ARCH 1307 - Architectural Graphics I (2 & 4)
- ARCH 1308 - Architectural Graphics II (2 & 4)

#### Fall Term

- ARCH 1301 - Architectural History I (3 & 0)
- ARCH 2301 - Architectural Freehand Drawing I (2 & 4)
Choose one from the following:
- SPCH 1321 - Business and Professional Communication (3 & 0) or
- SPCH 1311 - Introduction to Speech Communication (3 & 0) or
- SPCH 1315 - Public Speaking (3 & 0)

Choose one from the following:
- GOVT 2305 - Federal Government (Federal Constitution & Topics) (3 & 0) or
- GOVT 2306 - Texas Government (Texas Constitution & Topics) (3 & 0)

**Spring Term**

- SRVY 1301 - Introduction to Surveying (2 & 3)
- ARCH 1302 - Architectural History II (3 & 0)
- ARCH 2302 - Architectural Freehand Drawing II (2 & 4)
- Creative Art/Language, Philosophy and Culture Semester Hours: 3 */ Humanities 1301
- ARCT 2367 - Practicum in Architectural Engineering Technology/Technician (Capstone) ** (0 & 21)

**Total Degree Hours: 60**

* Creative Arts/Language, Philosophy and Culture electives must be chosen from the corresponding section of the Core Curriculum.
** Practicum should be taken during graduating semester. Approval of the program coordinator is required prior to enrollment.

**ARCH.T001.UG**

*Offered at South Campus*

**Program Requirements**

**Summer Term**

ARCH 1315 - Architectural Computer Graphics +

**Fall Term**

ARCH 1303 - Architectural Design I +
ARCH 2312 - Architectural Technology +

**Spring Term**

ARCH 1304 - Architectural Design II +
ARCH 2352 - Mechanical, Electrical and Plumbing (MEP) Systems
Choose one from the following:

ARCH 1307 - Architectural Graphics I +
ARCH 1308 - Architectural Graphics II + (Capstone)*

Total Certificate Hours: 18

* Capstone should be taken during the graduating semester.

ARCH.T005.UG
Level 1 Certificate
Offered at South Campus

Summer Term

ARCH 1315 - Architectural Computer Graphics +

Fall Term

ARCH 1301 - Architectural History I +

Choose one from the following:

ARCH 1303 - Architectural Design I + or
ARCH 1304 - Architectural Design II +

ARCH 1311 - Introduction to Architecture +
ARCH 2301 - Architectural Freehand Drawing I +
ARCH 2312 - Architectural Technology +

Spring Term

ARCE 2352 - Mechanical, Electrical and Plumbing (MEP) Systems
ARCH 2302 - Architectural Freehand Drawing II +
ARCH 1302 - Architectural History II +
Choose one from the following:
ARCH 1307 - Architectural Graphics I + (Capstone) * or
ARCH 1308 - Architectural Graphics II + (Capstone) *

Total Certificate Hours: 30

* Capstone should be taken during graduating semester. Approval of the program coordinator is required prior to enrollment.

ARCH.T009.UG
Occupational Skills Award
Offered at South Campus

Program Requirements

Summer Term

ARCH 1315 - Architectural Computer Graphics +

Fall Term

ARCH 2312 - Architectural Technology +
ARCH 1311 - Introduction to Architecture +

Total Certificate Hours: 9
DIAMOND HILL-JARVIS HS DUAL CREDIT COURSE CROSSWALK
(AAS Construction Management Technology/Construction Inspection Certificate/Construction Management
DRAFT 12/3/2020

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The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.
CONS.D003.UG
Associate of Applied Science Degree
Offered at South Campus

Program Requirements

First Year

Fall Term

CNBT 1110 - Basic Construction Safety
CNBT 1300 - Residential and Light Commercial Blueprint Reading
CNBT 1302 - Mechanical, Electrical & Plumbing Systems in Construction I
CNBT 1311 - Construction Methods and Material I
MATH 1314 - College Algebra +

Spring Term

ARCH 1315 - Architectural Computer Graphics +
CNBT 1342 - Building Codes and Inspections
CNBT 1344 - Construction Materials Testing
ENGL 1301 - Composition I +
SRVY 1301 - Introduction to Surveying

Summer Term

GEOL 1305 - Environmental Science (Lecture) +

Choose one of the following:
SPCH 1311 - Introduction to Speech Communication + or
SPCH 1315 - Public Speaking + or
SPCH 1321 - Business and Professional Communication +

Second Year

Fall Term

116
Spring Term

CNBT 2266 - Practicum in Construction Engineering Technology/Technician (Capstone)
CNBT 2335 - Computer-Aided Construction Scheduling
CNBT 2337 - Construction Estimating II

Choose one of the following:
ECON 2301 - Principles of Macroeconomics + or
ECON 2302 - Principles of Microeconomics +

Creative Art/Language, Philosophy and Culture Semester Hours: 3 *

Total Degree Hours: 60

* Creative Arts/Language, Philosophy and Culture must be chosen from the corresponding section of the Core Curriculum.
Note: Practicum should be taken during graduating semester.
Offered at South Campus

Program Requirements

Fall Term

CNBT 1110 - Basic Construction Safety
CNBT 1300 - Residential and Light Commercial Blueprint Reading
CNBT 1346 - Construction Estimating I
CNBT 1344 - Construction Materials Testing

Spring Term

CNBT 1342 - Building Codes and Inspections
SRVY 1301 - Introduction to Surveying

Total Certificate Hours: 19

CONS.T008.UG

Level 1 Certificate

Offered at South Campus

Program Requirements

Fall Term

CNBT 1110 - Basic Construction Safety
CNBT 1300 - Residential and Light Commercial Blueprint Reading
CNBT 1311 - Construction Methods and Material I
CNBT 1346 - Construction Estimating I
CNBT 2342 - Construction Management I

Spring Term

CNBT 1342 - Building Codes and Inspections
SRVY 1301 - Introduction to Surveying
CNBT 2335 - Computer-Aided Construction Scheduling (Capstone)
CNBT 2337 - Construction Estimating II

Total Certificate Hours: 25
# DIAMOND HILL-JARVIS HS DUAL CREDIT COURSE CROSSWALK

(AAS Logistics and Supply Chain Management/Transportation Management Certificate/Warehouse Management Certificate)

**DRAFT 12/3/2020**

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**CTE Articulations**

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**The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.**
LOGI.D001.UG
Associate of Applied Science Degree
Offered at Northwest Campus

Program Requirements

First Year

Fall Term

BCIS 1305 - Business Computer Applications +
ENGL 1301 - Composition I +
LMGT 1319 - Introduction to Business Logistics
LMGT 1323 - Domestic and International Transportation Management
LMGT 2334 - Principles of Traffic Management

Spring Term

Choose one from the following:
ECON 2301 - Principles of Macroeconomics + or
ECON 2302 - Principles of Microeconomics +
LMGT 1325 - Warehouse and Distribution Center Management
IBUS 1301 - Principles of Exports
IBUS 1302 - Principles of Imports
BMGT 1301 - Supervision

Summer Term

BUSI 2301 - Business Law +
ACCT 2301 - Principles of Financial Accounting +
MRKG 1311 - Principles of Marketing

Choose one from the following:
SPCH 1321 - Business and Professional Communication + or
SPCH 1311 - Introduction to Speech Communication +

Second Year

Fall Term

BMGT 1313 - Principles of Purchasing
BMGT 1331 - Production and Operations Management
BMGT 2331 - Principles of Quality Management
Creative Arts/Language, Philosophy, and Culture Semester Hours: 3 *

Choose one from the following:
MATH 1314 - College Algebra + or
MATH 1324 - Mathematics for Business and Social Sciences + or
MATH 1342 - Elementary Statistical Methods +

Spring Term

LMGT 2388 - Internship: Logistics and Materials Management (Capstone)

Total Degree Hours: 60

* Creative Arts/Language, Philosophy, and Culture must be chosen from the corresponding section of the Core Curriculum.

LOGI.T001.UG
Level 1 Certificate
Offered at Northwest Campus

Program Requirements

Fall Term

BCIS 1305 - Business Computer Applications +
LMGT 1319 - Introduction to Business Logistics
Choose one from the following:
ECON 2302 - Principles of Microeconomics + or
ECON 2301 - Principles of Macroeconomics +

LMGT 1323 - Domestic and International Transportation Management
LMGT 2334 - Principles of Traffic Management (Capstone)

**Total Certificate Hours: 15**

**LOGI.T002.UG**
**Level 1 Certificate**
**Offered at Northwest Campus**

**Program Requirements**

**Fall Term**

BCIS 1305 - Business Computer Applications +
LMGT 1319 - Introduction to Business Logistics
LMGT 1325 - Warehouse and Distribution Center Management (Capstone)
IBUS 1301 - Principles of Exports
IBUS 1302 - Principles of Imports

**Total Certificate Hours: 15**
MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT

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

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2021-2022 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;

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; and

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.

NOW, THEREFORE, the parties to this MOU agree to the following:
1. Term:
   a) The term of this agreement shall commence upon the last signature date found on the last page of this MOU.
   b) The MOU will end on June 30, 2024, unless otherwise amended.
   c) For each academic year during the term of this MOU, 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 fifteen (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 policies and procedures, as well as federal, state, and local laws, rules, and regulations.
      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 will:
   a. Within the rules and guidelines established by TEA and FWISD, 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;
         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. Direct the ECHS administrative assistant or designee in entering attendance/
      grades to the student accounting system of FWISD;
   c. Report to the FWISD superintendent, or his/her designee, through the established
      FWISD governance structure; and
   d. 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/P-TECH 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 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.

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 FWISD, using FWISD guidelines and in 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. 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
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 obligation, 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 the Clery Act;
   • 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 teacher’s manual prepared by FWISD and approved by the
     College;
   • Policies in the College Board of Trustees Policies and Administrative Procedures
Both parties shall provide access to the documents referenced 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 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, 2024. 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 a one hundred twenty (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 statues, 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.

_____________________________________  ____________________  
Jacinto Ramos, Jr.  
Board President - Fort Worth Independent School District  

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

_____________________________________  ____________________  
Dr. Eugene Giovannini  
Chancellor, Tarrant County College District  

Approved as to Form :  
ISD Legal Services  

2.12.2021  
Date  

Approved as to Form :  
TCCD Legal Services  

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

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

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College South / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program/PTECH ("MOU"), dated as of February 1, 2021 entered into by and between the parties hereto;

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

1) **Use of Facilities:**
   - FWISD will house an early college high school facility within South Hills High School, 6101 McCart Ave, Fort Worth TX, 76133. Operations will commence on August 1, 2021.
   - TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
   - By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
   - Registration by ECHS students for ECHS-specific classes to be offered on TCCD's South Campus will take place prior to the date set for general priority registration.

2) **Furniture and Equipment:**
   - FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
   - The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment...
that is damaged beyond repair with equivalent replacement(s) that satisfy FWISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

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

3) **Maintenance:**

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

4) **Utilities:**

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

5) **Insurance:**

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of $1,000,000; and (2) causes of loss-special form (formerly "all-risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than $1,000,000; (2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; (3) $100,000 Bodily Injury per person, $300,000 per Bodily Injury per occurrence, and $100,000 Property damage per occurrence Auto Liability coverage; and (4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a certificate of coverage or other document demonstrating TCCD's ability to self-
insure.

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

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

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

_____________________________________  ____________________  
Jacinto Ramos, Jr.  
Board President - Fort Worth Independent School District  
Date

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

_____________________________________  ____________________  
Dr. Eugene Giovannini  
Chancellor, Tarrant County College District  
Date

Approved as to Form: _______________________  ____________  
ISD Legal Services  
Date

Approved as to Form: _______________________  ____________  
TCCD Legal Services  
Date
THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College South Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain P-TECH Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of February 1, 2021 entered into by and between the parties hereto;

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

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

2. **Operations:**
   - FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's administrative software.
   - TCCD shall ensure that grades for college courses are timely and correctly entered in TCCD's administrative software.
• TCCD will not provide ECHS students with computers, laptops ore-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.

• FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.

• ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. **Expiration of Termination:**

   • Expiration or earlier termination of the MOU shall automatically terminate this OM.
EXECUTED in duplicate original counterparts effective upon the date indicated above.

Jacinto Ramos, Jr.  
Board President - Fort Worth Independent School District

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

Dr. Eugene Giovannini  
Chancellor, Tarrant County College District

Approved as to Form:  
ISD Legal Services  
Date 2/21/2021

Approved as to Form:  
TCCD Legal Services  
Date
# SOUTH HILLS DUAL CREDIT COURSE CROSSWALK

**INFORMATION TECHNOLOGY: WEB APPLICATIONS PROGRAMMING, AAS With Certification Web Applications Programming 1**

**12/9/2020**

<table>
<thead>
<tr>
<th>9th Grade</th>
<th>10th Grade</th>
<th>11th Grade</th>
<th>12th Grade</th>
</tr>
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<tbody>
<tr>
<td>High School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>English I or II</td>
<td>Algebra I or Geometry</td>
<td>*English III or IV OR Rhet. 1301</td>
<td>AP Lit</td>
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<tr>
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<td>*Pre-Calculus or *Calculus</td>
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<td>*AP World History</td>
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<td>*Arts DC</td>
<td>*Speech DC</td>
<td>Health</td>
<td>Possible Elective</td>
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<tr>
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<td>PE</td>
<td>Elective</td>
<td>Possible Elective</td>
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<th>CTE Articulations</th>
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<tr>
<td>Principles of Information Technology (ITH27201AB)</td>
<td>Computer Science I (2141AB)</td>
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<td>Fundamentals of Computer Science (2150AB)</td>
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<td></td>
<td>Computer Science II (2145AB)</td>
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<tr>
<td>ARTS 1301 Need for AAS</td>
<td>SPEECH 1321 Need for AAS</td>
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<tr>
<td>ITSC 1425 PC Hardware (CERT1)</td>
<td>ITSE1411 Beg. Web Programming (CERT1)</td>
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<td>Can move a course up or down if needed.</td>
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<td>ENGL 1301 Need 3 hours for AAS</td>
<td>ENGL 1302 Need .5 for HS credit</td>
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<td>COSC 1301 Intro to Computing (CERT1)</td>
<td>ITSC 1305 Intro. PC Op. Systems (CERT1)*</td>
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<tr>
<td>COSC 1436 Prog. I (CERT1)*</td>
<td>ITSE 1473 Mobile Apps(CERT1)</td>
</tr>
<tr>
<td>MATH 1314 Need for AAS</td>
<td>MATH 2412 Need for .5 HS credit</td>
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</table>

<table>
<thead>
<tr>
<th>6 College Credit Hours</th>
<th>6 College Credit Hours</th>
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<td>8 -11 College Credit Hours</td>
</tr>
<tr>
<td>7 -10 College Credit Hours</td>
<td>7-10 College Credit Hours</td>
</tr>
<tr>
<td>14 College Credit Hours</td>
<td>11 College Credit Hours</td>
</tr>
</tbody>
</table>

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.
Program Requirements

First Year

Fall Term

Choose one from the following:
COSC 1301 - Introduction to Computing + or
BCIS 1305 - Business Computer Applications +

ENGL 1301 - Composition I +

Choose one from the following:
MATH 1314 - College Algebra + or
MATH 1316 - Plane Trigonometry + or
MATH 2412 - Pre-Calculus Math + or
MATH 2413 - Calculus I +

Choose one from the following:
SPCH 1321 - Business and Professional Communication + or
SPCH 1311 - Introduction to Speech Communication + or
SPCH 1315 - Public Speaking +

Spring Term

Choose one from the following:
ITCC 1414 - CCNA 1: Introduction to Networks, or
ITNW 1425 - Fundamentals of Networking Technologies

COSC 1436 - Programming Fundamentals I +
Creative Arts/Language, Philosophy and Culture Semester Hours: 3 *
Social or Behavioral Science Semester Hours: 3 *

Summer Term

ITSC 1305 - Introduction to PC Operating Systems
ITSC 1425 - Personal Computer Hardware

Second Year
Fall Term

ITSY 1300 - Fundamentals of Information Security
ITSE 1411 - Beginning Web Programming
ITSE 1473 - Mobile Applications Development
ITSE 2417 - Java Programming

Spring Term

ITSE 2409 - Database Programming
ITSE 2402 - Intermediate Web Programming
INEW 2434 - Advanced Web Programming (Capstone)

Total Degree Hours: 60

* Social/Behavioral Science and Creative Arts/Language, Philosophy and Culture must be chosen from the corresponding section of the Core Curriculum.

Web Applications Programming I

ITCS.T022.UG
Level 1 Certificate
Offered at Northeast, Northwest, South, Southeast, and Trinity River Campus

Program Requirements

Fall Term

Choose one from the following:
COSC 1301 - Introduction to Computing + or
BCIS 1305 - Business Computer Applications +

COSC 1436 - Programming Fundamentals I +
ITSC 1305 - Introduction to PC Operating Systems

Spring Term

ITSC 1425 - Personal Computer Hardware
ITSE 1473 - Mobile Applications Development
ITSE 1411 - Beginning Web Programming (Capstone)

Total Certificate Hours: 22
Web Applications Programming II

ITCS.T023.UG
Level 2 Certificate
Offered at Northeast, Northwest, South, Southeast, and Trinity River Campus

Program Requirements

First Year

Fall Term

COSC 1436 - Programming Fundamentals I+

Choose one from the following:
ITCC 1414 - CCNA 1: Introduction to Networks or
ITNW 1425 - Fundamentals of Networking Technologies

ITSY 1300 - Fundamentals of Information Security

Spring Term

ITSE 1411 - Beginning Web Programming
ITSE 1473 - Mobile Applications Development
ITSE 2417 - Java Programming

Summer Term

ITSE 2409 - Database Programming
ITSE 2402 - Intermediate Web Programming (Capstone)

Total Certificate Hours: 31

Students must meet requirements of Texas Success Initiative (TSI), including assessment prior to enrollment in any college-level coursework and any indicated developmental education or other strategy for achieving college readiness.
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE UNIVERSITY OF TEXAS AT ARLINGTON FOR FIELD EXPERIENCES, CLINICAL STUDENT TEACHING, INTERNSHIPS, AND PROFESSIONAL PRACTICUMS

BACKGROUND:
The following Memorandum of Understanding between Fort Worth ISD and the University of Texas at Arlington (UTA) will provide early field experience, clinical teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and District Early Childhood (EC)-12th grade student achievement. This request is to articulate the protocol and responsibilities of UTA on behalf of its Educator Preparation Program (EPP) when using video capture technology for the purpose of evaluating and improving the clinical practice/practicum of UTA EPP Candidates/Students.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of Texas at Arlington for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of Texas at Arlington for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of Texas at Arlington for Field Experiences, Clinical Student Teaching, Internships, and Professional Practicums

FUNDING SOURCE Additional Details
No Cost Not Applicable
**COST:**

No Cost

**VENDOR/EDUCATIONAL ENTITY:**

The University of Texas at Arlington

**PURCHASING MECHANISM**

Interlocal Agreement

**Purchasing Support Documents Needed:**
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

District mentors assigned to the University of Texas at Arlington Teacher Interns (Student Teachers)

**RATIONALE:**

Approval will allow the improvement of educator preparation; including early field experiences, clinical teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and district EC-12 student achievement.

**INFORMATION SOURCE:**

Kermit Spears
Agreement for Field Experiences, Clinical Teaching, Internships, or Professional Practicums Using Video Capture Technology Between University of Texas at Arlington on behalf of its Educator Preparation Program and the Fort Worth Independent School District

**Parties:** The University of Texas at Arlington (UTA) on behalf of its Educator Preparation Program (EPP) and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district, ("District") seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and District EC-12 student achievement. UTA and District may be referred to collectively as “Parties” or individually as “Party.” Both Parties are cognizant of the positive impact a high-quality EPP potentially has on the entire stakeholder community.

**Purpose:** This Agreement is to articulate the protocol and responsibilities of the EPP and District when using video capture technology for the purpose of evaluating and improving the clinical practice/practicum of UTA EPP Candidates/Students ("Candidates").

I. **UTA Educator Preparation Program Responsibilities:**

1. Inform Candidates of the necessity to comply with all of the Districts’ policies and procedures.

2. Direct the Candidates to determine with a campus administrator, cooperating teacher, or site supervisor the identity of any students who have not received parental permission or have other circumstances forbidding recording—and in such cases, the student on camera will be positioned in a way that will not capture those students in the recording.

3. Restrict only authorized individuals to access videos (e.g., Candidates, university supervisors, district administration, UTA EPP administration, and external evaluators);

4. Candidates or cooperating teachers/site supervisors may record and temporarily store video(s) on an ISD-selected device (i.e., district or clinical teacher/site supervisor provided). If the Candidate is a clinical teacher, once the recording is completed, the clinical teacher will have five (5) days to review the video(s) and write a reflection essay to submit to the program/field supervisor. The Candidates will be instructed to delete the video(s) from the device after the video has been submitted to the UTA platform and uploaded, if required, for external evaluation. If the Candidate is a Literacy Studies/Reading Specialist Student, the Candidate will have five (5) days to delete the video(s) from the device after submitting the video(s) to the UTA platform. Any recording will be deleted from the UTA platform at the end of each Candidate’s applicable semester.

5. Use video only for instructional purposes, self-observation and self-evaluation of instructional practices, observation and evaluation of the Candidates’ instructional
II. **District Responsibilities:**

1. District will inform Candidates of the District’s media permission protocol.
2. The District will inform parents/guardians of the use of video capture technology in applicable District classrooms.
3. The District or cooperating teachers/site supervisors will instruct the Candidates on the device on which to record the lesson(s).

III. **Terms of Agreement and Termination:**

1. The term of this Agreement will commence on the last signature date below and continue for a term of three (3) years. This Agreement may be extended or amended at any time in writing upon signatures of the parties’ authorized representatives.
2. This Agreement may be terminated at any time upon either party giving thirty (30) days written notice to the other party.

IV. **NOTICES**

All communications and notices in association to this Agreement shall be in writing and forwarded to the address / E-mail and the point of contact listed below. Any changes to the information below may be made by either Party by written notice to the other Party ten (10) calendar days prior to the change. The receiving Party will be deemed to have received the communication on the date the accompanying E-mail is sent.

**District:**

Fort Worth Independent School District  
Attn:  
100 N. University Drive Suite  
Fort Worth, TX 76107

**With Copies to:**  
Fort Worth Independent School District  
Office of Legal Services  
100 N. University Drive Suite 172  
Fort Worth, TX 76107

**UTA:**

University of Texas at Arlington  
Attn: Dr. Denise Collins  
Box 19026, 503 West 3rd Street, Carlisle Hall #509  
Arlington, TX 76019
V. GOVERNING LAW AND VENUE

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this Agreement or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

VI. MODIFICATION

Any modification or amendment of this Agreement must be in writing, approved and signed by all Parties.

VII. MISCELLANEOUS PROVISIONS

1. Parties to this Agreement warrant that their 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.

2. In the performance of their obligations under this Agreement, Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this Agreement, such action shall be in writing and shall not be unreasonably delayed or withheld.

3. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners.

4. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. No student, parent, or other person or entity who is not party to this Agreement shall be regarded for any purpose as a third-party beneficiary of this Agreement or shall have any rights to enforce any provisions of this Agreement.

5. Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

6. The Parties to this Agreement agree that neither Party, nor their representatives shall have any liability hereunder for any special, indirect, incidental, consequential, punitive or exemplary damages or for any monetary damages of any nature.
7. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.

VIII. SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of District and UTA acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

Fort Worth Independent School District

Name: 
Title: 
Date

The University of Texas at Arlington, on behalf of its College of Education

Amber Smallwood, Ph.D. 
Assistant Vice Provost 
Date

150
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE AUTHORIZATION OF SUPERINTENDENT OR DESIGNEE TO NEGOTIATE AND ENTER INTO INTERLOCAL AGREEMENT REGARDING WESTCREEK PARK BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH

BACKGROUND:
In September of 2019, Fort Worth ISD and the City of Fort Worth entered a Memorandum of Understanding representing the intent of the District to implement soccer field construction at Westcreek Park (6007 Jennie Dr, Fort Worth). To formalize the partnership and mobilize the project, Fort Worth ISD and the City of Fort Worth Parks and Recreation Department are entering into an Interlocal Agreement regarding improvements and access to Westcreek Park. The site is adjacent to South Hills High School and its location is conducive for the creation of a soccer field for school use. The current practice soccer field that fronts McCart Avenue, just south of the main school building, will be a construction area for a classroom addition as part of the 2017 Capital Improvement Program. The 2017 CIP will also bear the cost of the soccer field that will be constructed in the park, to include minor improvements to the existing shot-put and discuss pads.

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
1. Approve Authorization of Superintendent or Designee to Negotiate and Enter into Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Regarding Westcreek Park
2. Decline to Approve Authorization of Superintendent or Designee to Negotiate and Enter into Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Regarding Westcreek Park
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Authorization of Superintendent or Designee to Negotiate and Enter into Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Regarding Westcreek Park
<table>
<thead>
<tr>
<th><strong>FUNDING SOURCE</strong></th>
<th><strong>Additional Details</strong></th>
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<tbody>
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</tbody>
</table>

**COST:**
Not Applicable

**VENDOR:**
Not Applicable

**PURCHASING MECHANISM**
Interlocal Agreement

**Purchasing Support Documents Needed:**
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**
Capital Improvement Program
District Operations

**RATIONALE:**
Partnering with the City of Fort Worth for school use of Westcreek Park for a soccer field is in the best interest of the students at South Hills High School.

**INFORMATION SOURCE:**
Art Cavazos
Vicki Burris
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE FINANCIAL ADVISORY SERVICES AGREEMENT RENEWAL

BACKGROUND:

On December 12, 2017, the Board approved the Request for Quotation (RFQ) and contract for Financial Advisory Services that expires on February 27, 2021. The original contract has an option for renewal for two, one-year renewal periods; therefore, the District is seeking to renew the agreement with both Financial Advisory Service firms. Both firms assist with financial planning, future financings, recommendations for debt instruments, market information, and assistance with bond refunding opportunities.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Financial Advisory Services Agreement Renewal
2. Decline to Approve Financial Advisory Services Agreement Renewal
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Financial Advisory Services Agreement Renewal

FUNDING SOURCE

General Fund

Additional Details

Not Applicable

COST:

To be determined based upon the Financial Advisory Services provided to the District as provided in the contract fee schedule.

VENDOR:

Estrada Hinojosa & Company, Inc.
RBC Capital Markets, LLC
PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

The District utilizes Financial Advisory Services to provide independent, strategic, and technical financial advice on financings and bond issuances. Renewing the current contract for one additional year with both Financial Advisory Service firms will ensure the District’s fiduciary needs are met.

INFORMATION SOURCE:

Michael Ball
FINANCIAL ADVISORY AGREEMENT ADDENDUM

This Financial Advisory Agreement Addendum ("Addendum") is made a part of the Financial Advisory Agreement dated February 27, 2018 between the Fort Worth Independent School District ("District"), a political subdivision of the State of Texas and a legally constituted independent school district, and Estrada Hinojosa & Company, Inc. and RBC Capital Markets, LLC, together referred to as ("Consultants"), acting by and through their duly authorized representatives. The District and Consultants will be collectively referred to as the “Parties” or individually as a “Party.”

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below. These additions shall be valid as if part of the original Agreement.

1. As allowed by Section III, Term of Agreement, the District exercises its option to extend the Agreement for an additional one (1) year renewal period. Unless renewed, as allowed by the Agreement, for the second and final one (1) year renewal period, the Agreement will terminate on February 27, 2022.

2. Section IV of the Agreement is hereby amended to read, as follows:
   “This Agreement may be terminated with or without cause by the Issuer or Independent Financial Advisors upon the giving of at least thirty (30) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due to the Independent Financial Advisors for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.”

No other terms or conditions of the contract are negated or changed as a result of this Addendum.

FOR DISTRICT:

Signed: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

For Estrada Hinojosa & Company, Inc.:

Signed: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

For RBC Capital Markets, LLC:

Signed: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
CONSENT AGENDA ITEM  
BOARD MEETING  
February 23, 2021

**TOPIC:** APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED JANUARY 31, 2021

**BACKGROUND:**

The 2020-2021 Consolidated General Fund Budget was initially adopted on June 23, 2020 and last amended through the period ended December 31, 2020. During the month of January 2021, requests were made by campuses and departments to transfer funds between functions for the Consolidated General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations. Once amendments have Board approval, they will be posted to the General Ledger.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Budget Amendment for the Period Ended January 31, 2021
2. Decline to Approve Budget Amendment for the Period Ended January 31, 2021
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment for the Period Ended January 31, 2021

**FUNDING SOURCE**

| General Fund | Additional Details | Not Applicable |

**COST:**

Not Cost
VENDOR:
Not Applicable

PURCHASING MECHANISM
Not a Purchase

Purchasing Support Documents Needed:
• Bid – Bid Summary / Evaluation
• Inter-Local (IL) – Price Quote and IL Contract Summary Required
• Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
• Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS
Campuses and Departments as necessary

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

INFORMATION SOURCE:
Michael Ball
# Consolidated General Fund

## Budget Amendments 2020-2021

For The Period Ended January 31, 2021

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<thead>
<tr>
<th>REVENUE &amp; OTHER SOURCES</th>
<th>Consolidated General Fund</th>
<th>Consolidated General Fund</th>
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<tbody>
<tr>
<td></td>
<td>2020-2021</td>
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<td>Approved Budget</td>
<td>Amended Budget</td>
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<tr>
<td></td>
<td>12/31/2020</td>
<td>1/31/2021</td>
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<td>Adjustments</td>
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<table>
<thead>
<tr>
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<th>Local Revenue</th>
<th>State Revenue</th>
<th>Federal Revenue</th>
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<td>$422,334,899</td>
<td>$347,928,148</td>
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<td>5800</td>
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<tr>
<td>5900</td>
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<tr>
<td>7900</td>
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**Total Revenue & Other Sources:**

- **$783,788,047**

### EXPENDITURES

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<tr>
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<tbody>
<tr>
<td>11 Instruction</td>
<td>$489,598,694</td>
<td>($541,676)</td>
<td>$489,057,018</td>
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<tr>
<td>12 Instruction</td>
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<td>13 Curriculum and</td>
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<td>$11,899,660</td>
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<td>21 Instructional</td>
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<td>23 School Administration</td>
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<td>31 Guidance and</td>
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<td>($19,647)</td>
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<td>34 Student</td>
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<td>51 Plant Maintenance and Operations</td>
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<td>$32,805</td>
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<td>52 Security and</td>
<td>$14,655,948</td>
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<td>53 Data Processing</td>
<td>$15,937,126</td>
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<td>61 Community</td>
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<td>71 Debt Service</td>
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<td>81 Facilities</td>
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<td>97 Tax Increment</td>
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<td>99 Other Intergovernmental Charges</td>
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**Total Budgeted Expenditures:**

- **$843,210,883**

**Total Deficit:**

- **($59,422,836)**

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<thead>
<tr>
<th></th>
<th>Beginning Fund Balance (Audited)</th>
<th>Fund Balance-Ending (Unaudited)</th>
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<tr>
<td></td>
<td>205,978,944</td>
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158
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<tr>
<th>Function</th>
<th>Expenses</th>
<th>Increase</th>
<th>Decrease</th>
<th>Net Effect</th>
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<tr>
<td>11</td>
<td>Fund 199-Transfer to function 41 to provide funding for Tarrant County</td>
<td></td>
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<td>504,785</td>
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<td></td>
<td>Tax Assessor Collector payment</td>
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<tr>
<td></td>
<td>Campus/Dept. normal course of District operations</td>
<td></td>
<td></td>
<td>36,891</td>
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<td>Overall</td>
<td>effect on Function 11</td>
<td>0</td>
<td>541,676</td>
<td>(541,676)</td>
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<td>12</td>
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<td>effect on Function 12</td>
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<td></td>
<td>microsoft licenses</td>
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<tr>
<td></td>
<td>Fund 199-Transfer from function 11 to set-up budgetary needs for staff</td>
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<tr>
<td></td>
<td>tuition and virtual staff developments for Bilingual/ESL Allotment</td>
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<td></td>
<td>Fund 199-Transfer to function 11 to purchase graduation supplies/materials</td>
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<td></td>
<td>for dual credit students</td>
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<td></td>
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<td></td>
<td>schools</td>
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<td></td>
<td>Fund 199-Transfer to function 11 to additional budget needed for extra</td>
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<td>duty payout for Lexia program</td>
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<td>88,887</td>
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<td>costs for leadership academies</td>
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<td>Fund 199-Transfer from function 11 to provide funding for Tarrant County</td>
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<td>504,785</td>
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<tr>
<td></td>
<td>Tax Assessor Collector payment</td>
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<tr>
<td></td>
<td>Campus/Dept. normal course of District operations</td>
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<td></td>
<td>3,732</td>
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<td>3,732</td>
<td>501,053</td>
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<td>Campus/Dept. normal course of District operations</td>
<td>32,805</td>
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<td>Fund 198-Transfer from function 11 for contract with Trox Fix Break</td>
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<td>Services</td>
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<td>Fix</td>
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<td>Fund 199-Transfer from 11 for CTE Microsoft Azure usage overage</td>
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<td>9,055</td>
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<td>81</td>
<td>Campus/Dept. normal course of District operations</td>
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CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: OCTOBER 1, 2020 – DECEMBER 31, 2020

BACKGROUND:
A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period October 1, 2020 – December 31, 2020, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period October 1, 2020 – December 31, 2020, totaled $229,337. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
1. Approve Quarterly Investment Report for the Period: October 1, 2020 – December 31, 2020
2. Decline to Approve Quarterly Investment Report for the Period: October 1, 2020 – December 31, 2020
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:
Approve Quarterly Investment Report for the Period: October 1, 2020 – December 31, 2020

FUNDING SOURCE

<table>
<thead>
<tr>
<th>Additional Details</th>
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<tbody>
<tr>
<td>No Cost</td>
</tr>
<tr>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

COST:
No Cost
VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

_Purchasing Support Documents Needed:_

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

PARTICIPATING SCHOOL/DEPARTMENTS

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL).

INFORMATION SOURCE:

Michael Ball
FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
10/01/2020 - 12/31/2020

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase.

The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 0.17%
Interest Earned During the Period: $229,337
Interest Earned Fiscal Year to Date: $707,435

<table>
<thead>
<tr>
<th>Portfolio Name</th>
<th>Face Amount/Shares</th>
<th>Market Value</th>
<th>Book Value</th>
<th>% of Portfolio</th>
<th>YTM @ Cost</th>
<th>Days To Maturity</th>
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</thead>
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<td>532,695.26</td>
<td>532,695.26</td>
<td>532,695.26</td>
<td>0.10</td>
<td>0.07</td>
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<tr>
<td>CIP-2017 BOND FUND</td>
<td>186,237,326.13</td>
<td>186,237,326.13</td>
<td>186,237,326.13</td>
<td>33.97</td>
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<td>Food Service Fund</td>
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<td>3,348,166.75</td>
<td>3,348,166.75</td>
<td>0.61</td>
<td>0.14</td>
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<td>General Operating Fund</td>
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<td>249,038,948.54</td>
<td>249,038,754.75</td>
<td>45.42</td>
<td>0.14</td>
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<td>Interest &amp; Sinking</td>
<td>Debt Service Fund</td>
<td>55,996,986.06</td>
<td>55,996,986.06</td>
<td>55,996,986.06</td>
<td>10.21</td>
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<td>Internal Finance Fund</td>
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<td>5,005,524.25</td>
<td>5,005,524.25</td>
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<td>18,039,529.97</td>
<td>18,039,529.97</td>
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<td>0.14</td>
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<td>TRE FUND</td>
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<td>29,520,040.84</td>
<td>29,520,040.84</td>
<td>5.38</td>
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<td><strong>Total / Average</strong></td>
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<td><strong>548,301,335.66</strong></td>
<td><strong>548,300,181.02</strong></td>
<td><strong>100.00</strong></td>
<td><strong>0.14</strong></td>
<td><strong>2</strong></td>
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Mr. Michael Ball, Chief Financial Officer 2/1/2021

Mr. David Johnson, Senior Officer 2/1/2021

Ms. Gloria Bey, Controller 2/1/2021

Ms. Tonya L. Wright, Treasurer 2/1/2021
### Fort Worth Independent School District
#### Total Rate of Return - Book Value by Month
##### All Portfolios

<table>
<thead>
<tr>
<th>Month</th>
<th>Beginning BV + Accrued Interest</th>
<th>Interest Earned During Period-BV</th>
<th>Realized Gain/Loss-BV</th>
<th>Investment Income-BV</th>
<th>Average Capital Base-BV</th>
<th>TRR-BV</th>
<th>Annualized TRR-BV</th>
<th>Treasury 6 Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/31/2020</td>
<td>564,765,303.31</td>
<td>98,372.05</td>
<td>0.00</td>
<td>98,372.05</td>
<td>546,042,411.87</td>
<td>0.02</td>
<td>0.22</td>
<td>0.11</td>
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<td>11/30/2020</td>
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<td>67,943.35</td>
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<td>67,943.35</td>
<td>542,952,335.51</td>
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<td>12/31/2020</td>
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<td>63,021.17</td>
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<td>63,021.17</td>
<td>525,753,532.00</td>
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<td>0.14</td>
<td>0.09</td>
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<td>Total/Average</td>
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<td>229,336.57</td>
<td>538,121,735.54</td>
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#### Annualized TRR-BV

![Annualized TRR-BV Chart](chart.png)

- **Portfolio**
- **Treasury 6 Month**
### Fort Worth Independent School District

**Distribution by Security Sector - Book Value**

**All Portfolios**

Begin Date: 9/30/2020, End Date: 12/31/2020

<table>
<thead>
<tr>
<th>Security Sector</th>
<th>Book Value 9/30/2020</th>
<th>% of Portfolio 9/30/2020</th>
<th>Book Value 12/31/2020</th>
<th>% of Portfolio 12/31/2020</th>
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<tr>
<td>Certificate Of Deposit</td>
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<tr>
<td>Local Government Investment Pool</td>
<td>546,529,406.25</td>
<td>96.77</td>
<td>540,233,995.08</td>
<td>96.53</td>
</tr>
<tr>
<td>Money Market</td>
<td>1,061,763.31</td>
<td>0.19</td>
<td>1,061,977.73</td>
<td>0.19</td>
</tr>
<tr>
<td>Municipal</td>
<td>6,982,158.93</td>
<td>1.24</td>
<td>6,980,852.21</td>
<td>1.27</td>
</tr>
<tr>
<td>Mutual Fund</td>
<td>23,446.00</td>
<td>0.00</td>
<td>23,446.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total / Average</strong></td>
<td>564,763,849.14</td>
<td>100.00</td>
<td>548,300,181.02</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Portfolio Holdings as of 9/30/2020**

- 1.8% - Certificate Of Deposit
- 96.77% - Local Government Investment Pool
- 0.19% - Money Market
- 1.24% - Municipal
- 0% - Mutual Fund

**Portfolio Holdings as of 12/31/2020**

- 0% - Certificate Of Deposit
- 98.53% - Local Government Investment Pool
- 0.19% - Money Market
- 1.27% - Municipal
- 0% - Mutual Fund
### Fort Worth Independent School District
### Distribution by Security Type - Book Value
### All Portfolios

**Begin Date: 9/30/2020, End Date: 12/31/2020**

<table>
<thead>
<tr>
<th>Security Type</th>
<th>Book Value 9/30/2020</th>
<th>% of Portfolio 9/30/2020</th>
<th>Book Value 12/31/2020</th>
<th>% of Portfolio 12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compound CD</td>
<td>10,167,074.65</td>
<td>1.80</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Local Government Investment Pool</td>
<td>546,529,406.25</td>
<td>96.77</td>
<td>540,233,905.08</td>
<td>96.53</td>
</tr>
<tr>
<td>Money Market</td>
<td>1,061,763.31</td>
<td>0.19</td>
<td>1,061,977.73</td>
<td>0.19</td>
</tr>
<tr>
<td>Municipal Bond</td>
<td>6,982,158.93</td>
<td>1.24</td>
<td>6,980,852.21</td>
<td>1.27</td>
</tr>
<tr>
<td>Mutual Fund</td>
<td>23,446.00</td>
<td>0.00</td>
<td>23,446.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total / Average</strong></td>
<td>564,763,849.14</td>
<td>100.00</td>
<td>548,300,181.02</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**Portfolio Holdings as of 9/30/2020**

- 1.8% - Compound CD
- 96.77% - Local Government Investment Pool
- 0.19% - Money Market
- 1.24% - Municipal Bond
- 0% - Mutual Fund

**Portfolio Holdings as of 12/31/2020**

- 0% - Compound CD
- 96.53% - Local Government Investment Pool
- 0.19% - Money Market
- 1.27% - Municipal Bond
- 0% - Mutual Fund
### Distribution by Maturity Range - Market Value

#### All Portfolios

<table>
<thead>
<tr>
<th>Maturity Range</th>
<th>Market Value 9/30/2020</th>
<th>% of Portfolio 9/30/2020</th>
<th>Market Value 12/31/2020</th>
<th>% of Portfolio 12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 Month</td>
<td>557,758,244.21</td>
<td>98.76</td>
<td>541,295,882.81</td>
<td>98.72</td>
</tr>
<tr>
<td>1-3 Months</td>
<td>0.00</td>
<td>0.00</td>
<td>6,981,047.00</td>
<td>1.27</td>
</tr>
<tr>
<td>3-6 Months</td>
<td>6,982,722.20</td>
<td>1.24</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>N/A</td>
<td>25,635.77</td>
<td>0.00</td>
<td>24,905.85</td>
<td>0.00</td>
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<tr>
<td><strong>Total / Average</strong></td>
<td><strong>$64,766,602.18</strong></td>
<td><strong>100.00</strong></td>
<td><strong>$548,301,836.66</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

#### Portfolio Holdings as of 9/30/2020

- 98.76% - 0-1 M
- 0% - 1-3 M
- 1.24% - 3-6 M
- 0% - N/A

#### Portfolio Holdings as of 12/31/2020

- 98.72% - 0-1 M
- 1.27% - 1-3 M
- 0% - 3-6 M
- 0% - N/A
## Fort Worth Independent School District
Distribution by Issuer - Market Value
General Operating Fund

**Begin Date: 9/30/2020, End Date: 12/31/2020**

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Market Value 9/30/2020</th>
<th>% of Portfolio 9/30/2020</th>
<th>Market Value 12/31/2020</th>
<th>% of Portfolio 12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berkeley Cnty SC SCH Dist</td>
<td>6,982,722.20</td>
<td>3.11</td>
<td>6,981,047.00</td>
<td>2.80</td>
</tr>
<tr>
<td>BOKF</td>
<td>10,167,074.65</td>
<td>4.53</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>FICA</td>
<td>529,175.60</td>
<td>0.24</td>
<td>529,282.47</td>
<td>0.21</td>
</tr>
<tr>
<td>LOGIC</td>
<td>101,982,840.74</td>
<td>45.44</td>
<td>132,489,083.53</td>
<td>53.20</td>
</tr>
<tr>
<td>Texas CLASS</td>
<td>100,654,529.74</td>
<td>44.84</td>
<td>59,857,688.95</td>
<td>24.04</td>
</tr>
<tr>
<td>TexPool</td>
<td>3,139,068.06</td>
<td>1.40</td>
<td>3,139,983.92</td>
<td>1.26</td>
</tr>
<tr>
<td>TexStar</td>
<td>1,001,594.29</td>
<td>0.45</td>
<td>46,041,883.67</td>
<td>18.49</td>
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<tr>
<td><strong>Total / Average</strong></td>
<td><strong>224,457,005.28</strong></td>
<td><strong>100.00</strong></td>
<td><strong>249,038,949.54</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

### Portfolio Holdings as of 9/30/2020

- 3.11% - Berkeley Cnty SC SCH Dist
- 4.53% - BOKF
- 0.24% - FICA
- 45.44% - LOGIC
- 44.84% - Texas CLASS
- 1.40% - TexPool
- 0.45% - TexStar

### Portfolio Holdings as of 12/31/2020

- 2.80% - Berkeley Cnty SC SCH Dist
- 0.00% - BOKF
- 0.21% - FICA
- 53.20% - LOGIC
- 24.04% - Texas CLASS
- 1.26% - TexPool
- 18.49% - TexStar
Fort Worth Independent School District
Distribution by Issuer - Market Value
Interest & Sinking | Debt Service Fund

Begin Date: 9/30/2020, End Date: 12/31/2020

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Market Value 9/30/2020</th>
<th>% of Portfolio 9/30/2020</th>
<th>Market Value 12/31/2020</th>
<th>% of Portfolio 12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOGIC</td>
<td>10,739,466.87</td>
<td>31.28</td>
<td>10,743,957.35</td>
<td>19.19</td>
</tr>
<tr>
<td>Texas CLASS</td>
<td>345,162.64</td>
<td>1.01</td>
<td>1,426,404.16</td>
<td>2.55</td>
</tr>
<tr>
<td>TexStar</td>
<td>23,246,021.64</td>
<td>67.71</td>
<td>43,826,614.55</td>
<td>78.27</td>
</tr>
<tr>
<td><strong>Total / Average</strong></td>
<td><strong>34,330,651.25</strong></td>
<td><strong>100.00</strong></td>
<td><strong>55,996,986.06</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

Portfolio Holdings as of 9/30/2020

Portfolio Holdings as of 12/31/2020
Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND

Begin Date: 9/30/2020, End Date: 12/31/2020

<table>
<thead>
<tr>
<th>Issuer</th>
<th>Market Value 9/30/2020</th>
<th>% of Portfolio 9/30/2020</th>
<th>Market Value 12/31/2020</th>
<th>% of Portfolio 12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>FICA</td>
<td>532,587.71</td>
<td>0.20</td>
<td>532,695.26</td>
<td>0.29</td>
</tr>
<tr>
<td>LOGIC</td>
<td>249,995,193.77</td>
<td>91.77</td>
<td>168,082,612.79</td>
<td>89.99</td>
</tr>
<tr>
<td>PFM ASSET MANAGEMENT</td>
<td>3,152,104.58</td>
<td>1.16</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Texas CLASS</td>
<td>18,748,829.28</td>
<td>6.88</td>
<td>18,154,713.34</td>
<td>9.72</td>
</tr>
<tr>
<td>Total / Average</td>
<td>272,426,715.34</td>
<td>100.00</td>
<td>186,770,021.39</td>
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Portfolio Holdings as of 9/30/2020

Portfolio Holdings as of 12/31/2020

0.2% - FICA
91.77% - LOGIC
1.16% - PFM ASSET MANAGEMENT
6.88% - Texas CLASS
0.29% - FICA
89.99% - LOGIC
0% - PFM ASSET MANAGEMENT
9.72% - Texas CLASS
<table>
<thead>
<tr>
<th>Description</th>
<th>Face Amount / Shares</th>
<th>Settlement Date</th>
<th>Cost Value</th>
<th>Market Price</th>
<th>Market Value</th>
<th>% Portfolio</th>
<th>Credit Rating</th>
<th>Days To Call/Maturity</th>
</tr>
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<tbody>
<tr>
<td><strong>CIP-2013 BOND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FICA MM</td>
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<td>9/10/2015</td>
<td>532,695.26</td>
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<td>0.1%</td>
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</tr>
<tr>
<td>FICA9057/CIP2013</td>
<td></td>
<td></td>
<td>532,695.26</td>
<td>0.07</td>
<td>532,695.26</td>
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<td>NR</td>
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</tr>
<tr>
<td>Sub Total CIP-2013 BOND</td>
<td></td>
<td></td>
<td>532,695.26</td>
<td>0.07</td>
<td>532,695.26</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
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<tr>
<td><strong>CIP-2017 BOND FUND</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOGIC LGIP</td>
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<td>5/2/2018</td>
<td>168,082,612.79</td>
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<td>168,082,612.79</td>
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<tr>
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<td></td>
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<td>168,082,612.79</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
</tr>
<tr>
<td>Texas CLASS LGIP</td>
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<td>5/4/2018</td>
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<td>18,154,713.34</td>
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<td>18,154,713.34</td>
<td>0.00</td>
<td>NR</td>
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<td>Sub Total CIP-2017 BOND FUND</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texas CLASS LGIP</td>
<td></td>
<td>2/14/2012</td>
<td>3,348,166.75</td>
<td>100.00</td>
<td>3,348,166.75</td>
<td>0.61%</td>
<td>S&amp;P-AA+</td>
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<tr>
<td>TXCLASS0002</td>
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<td>3,348,166.75</td>
<td>0.00</td>
<td>NR</td>
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</tr>
<tr>
<td>Sub Total Food Service Fund</td>
<td></td>
<td></td>
<td>3,348,166.75</td>
<td>0.14</td>
<td>3,348,166.75</td>
<td>0.61%</td>
<td>S&amp;P-AA+</td>
<td>0</td>
</tr>
<tr>
<td><strong>General Operating Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Berkeley Cnty SC SCH Dist 0.375 3/1/2021</td>
<td></td>
<td>9/10/2020</td>
<td>6,982,443.00</td>
<td>100.02</td>
<td>6,981,047.00</td>
<td>1.27%</td>
<td>S&amp;P-AA+</td>
<td>90</td>
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<tr>
<td>084203XD5</td>
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<td></td>
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<td>6,980,852.21</td>
<td>0.29</td>
<td>8,076.62</td>
<td>194.79</td>
</tr>
<tr>
<td>FICA MM</td>
<td></td>
<td>2/8/2016</td>
<td>529,282.47</td>
<td>100.00</td>
<td>529,282.47</td>
<td>0.1%</td>
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<td>FICA9057-GO</td>
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<td>529,282.47</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
</tr>
<tr>
<td>LOGIC LGIP</td>
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<td>9/25/2014</td>
<td>132,489,083.53</td>
<td>100.00</td>
<td>132,489,083.53</td>
<td>24.16%</td>
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<tr>
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<td>132,489,083.53</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
</tr>
<tr>
<td>Texas CLASS LGIP</td>
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<td>5/3/2010</td>
<td>59,857,668.95</td>
<td>100.00</td>
<td>59,857,668.95</td>
<td>10.92%</td>
<td>S&amp;P-AA+</td>
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<td>59,857,668.95</td>
<td>0.00</td>
<td>NR</td>
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</tr>
</tbody>
</table>
# Fort Worth Independent School District
## Portfolio Holdings by Portfolio Name
### All Portfolios

**Date:** 12/31/2020

<table>
<thead>
<tr>
<th>Description</th>
<th>CUSIP</th>
<th>Face Amount / Shares</th>
<th>Settlement Date</th>
<th>Cost Value</th>
<th>Market Price</th>
<th>Market Value</th>
<th>% Portfolio</th>
<th>Credit Rating</th>
<th>Days To Call/Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>TexPool LGIP</td>
<td>630/2010</td>
<td>3,139,983.92</td>
<td>3,139,983.92</td>
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<td>3,139,983.92</td>
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<td>0.57%</td>
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<tr>
<td>TEXPOOL00001</td>
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<td>3,139,983.92</td>
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<td>3,139,983.92</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
</tr>
<tr>
<td>TexStar LGIP</td>
<td>5/31/2010</td>
<td>46,041,883.67</td>
<td>46,041,883.67</td>
<td>100.00</td>
<td>46,041,883.67</td>
<td>46,041,883.67</td>
<td>8.4%</td>
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<tr>
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<td>46,041,883.67</td>
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<td>46,041,883.67</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
</tr>
</tbody>
</table>

| Sub Total General Operating Fund | 249,037,902.54 | 0.14 | 249,038,754.75 | 0.14 | 8,076.62 | 194.79 | 3 |

### Interest & Sinking | Debt Service Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>CUSIP</th>
<th>Settlement Date</th>
<th>Cost Value</th>
<th>Market Price</th>
<th>Market Value</th>
<th>% Portfolio</th>
<th>Credit Rating</th>
<th>Days To Call/Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOGIC LGIP</td>
<td>12/3/2014</td>
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<td>10,743,967.35</td>
<td>100.00</td>
<td>10,743,967.35</td>
<td>1.96%</td>
<td>NR</td>
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</tr>
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<td>10,743,967.35</td>
<td>0.15</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Texas CLASS LGIP</td>
<td>5/31/2010</td>
<td>1,426,404.16</td>
<td>1,426,404.16</td>
<td>100.00</td>
<td>1,426,404.16</td>
<td>0.26%</td>
<td>S&amp;P-AAA</td>
<td>1</td>
</tr>
<tr>
<td>TXCLASS0003</td>
<td>1,426,404.16</td>
<td>0.14</td>
<td>1,426,404.16</td>
<td>0.14</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TexStar LGIP</td>
<td>5/31/2010</td>
<td>43,826,614.55</td>
<td>43,826,614.55</td>
<td>100.00</td>
<td>43,826,614.55</td>
<td>7.99%</td>
<td>S&amp;P-AAA</td>
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</tr>
<tr>
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<td>0.07</td>
<td>0.00</td>
<td>NR</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

| Sub Total Interest & Sinking | 55,996,986.06 | 0.09 | 55,996,986.06 | 0.09 | 0.00       |              | 1            |                     |

### Internal Finance Fund

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<th>CUSIP</th>
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<th>Cost Value</th>
<th>Market Price</th>
<th>Market Value</th>
<th>% Portfolio</th>
<th>Credit Rating</th>
<th>Days To Call/Maturity</th>
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<td>0.00</td>
<td>NR</td>
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| Sub Total Internal Finance Fund | 5,005,524.25 | 0.14 | 5,005,524.25 | 0.14 | 0.00       |              | 1            |                     |

### Real Estate Proceeds

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<th>Market Value</th>
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<tr>
<td>LOGIC LGIP</td>
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| Sub Total Real Estate Proceeds | 18,039,529.97 | 0.15 | 18,039,529.97 | 0.15 | 0.00       |              | 1            |                     |

### Scholarships
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<th>Description</th>
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<th>Face Amount / Shares</th>
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<th>Market Value YTM @ Market</th>
<th>Market Value Accrued Interest</th>
<th>% Portfolio Unre. Gain/Loss</th>
<th>Credit Rating</th>
<th>Credit Rating Days To Call/Maturity Duration To Maturity</th>
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<td></td>
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<td>Sub Total TRE FUND</td>
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<td>29,520,040.84</td>
<td>29,520,040.84</td>
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<td>29,520,040.84</td>
<td>5.38%</td>
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Date: 12/31/2020
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE MINUTES FOR THE OCTOBER 8, 2020, NOVEMBER 5, 2020, AND DECEMBER 3, 2020 RACIAL EQUITY COMMITTEE MEETINGS

BACKGROUND:
The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee will also work with the community and businesses in a broader discussion and examination of the impact of issues of race, language, and culture on the local workforce, economy, and community.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Minutes for the October 8, 2020, November 5, 2020 and December 3, 2020 Racial Equity Committee Meetings
2. Decline to Approve Minutes for the October 8, 2020, November 5, 2020 and December 3, 2020 Racial Equity Committee Meetings
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Minutes for the October 8, 2020, November 5, 2020 and December 3, 2020 Racial Equity Committee Meetings

FUNDING SOURCE Additional Details
No Cost Not Applicable
**COST:**
No Cost

**VENDOR:**
Not Applicable

**PURCHASING MECHANISM**
Not a Purchase

*Purchasing Support Documents Needed:*
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**
All Departments and Campuses in FWISD

**RATIONALE:**
Approval of the attached Equity Committee minutes allows the District to provide the public with an official record of any given meeting.

**INFORMATION SOURCE:**
Sherry Breed
Fort Worth Independent School District
Racial Equity Committee
Meeting Minutes
Tuesday, October 8, 2020 at 5:00 p.m.
via Zoom

Committee Members Present:

<table>
<thead>
<tr>
<th>Anderson, Sue</th>
<th>Darr, Anne</th>
<th>Jones, Trevon *</th>
<th>Perez, Jonathan *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argumedo, Miguel</td>
<td>Dominguez, Nyssa</td>
<td>Krochmal, Dr. Max</td>
<td>Phillips, Quinton</td>
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<tr>
<td>Benavidez, Dr. Dorene *</td>
<td>Garcia-Lopez, Norma</td>
<td>Lee, Yassmin</td>
<td>Starr-Malone, Sonja</td>
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<tr>
<td>Breed, Sherry *</td>
<td>Grover, Barbara</td>
<td>Mattingly, Dr. Cissy*</td>
<td>Turcios, Carlos</td>
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<tr>
<td>Chavez, Aracely</td>
<td>Hall, Mia</td>
<td>McKinney, Wanda</td>
<td>Williams, Jared</td>
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<td>Cytron-Walker, Adena</td>
<td>Herrera, Alfonso</td>
<td>Nickerson, Porshe *</td>
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<tr>
<td></td>
<td>Jones, Ebony</td>
<td>Pace, Brandi</td>
<td></td>
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Committee Members Absent:

<table>
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<th>Villalobos, Lupita</th>
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<td>Bond, Clint</td>
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<td>Clark, Rickie</td>
<td>Masterson, Tim</td>
<td>Richter, Breinn</td>
<td>West, Bill</td>
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<td>El, Robert</td>
<td>Masterson, Twyla</td>
<td>Rincón, Cynthia</td>
<td>West, David</td>
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<tr>
<td>Gravelle, Elizabeth</td>
<td>Moss, Christene</td>
<td>Scribner, Dr. Kent P.</td>
<td>Young, Patricia</td>
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<tr>
<td>Harris, Cleveland</td>
<td>Nixon, Glenn</td>
<td>Sorensen, Marcy</td>
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<tr>
<td>Harrison-Jordan, Tina</td>
<td>Paz, Ashley</td>
<td></td>
<td></td>
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</tbody>
</table>

Courageous Conversations About Race Affiliate Practitioners (*) Present:

| Burrell, Dr. Stacy * | Crespo, Mirgitt * | Mouton, Dr. Marion * |

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

| Ramos, Jr., Jacinto “Cinto” * | Townsend, Rian * |

Guests:

| Community members present via Zoom |
CALL TO ORDER:

- The meeting was called to order at 5:02 p.m.
- Minutes from prior meeting approved
  (W. McKinney asked if the handouts from the last meeting could be shared? B. Grover will send out)
  Jonathan Perez motioned, Committee approved
- Review Racial Equity Committee (REC) Meeting Protocol – revised for Zoom

DISCUSSION ITEMS:

1. Welcome back – Mr. Phillips, Dr. Krochmal, Mrs. Breed and Mrs. Darr all made statements welcoming the committee back.

2. Go forward plans for the Racial Equity Committee (REC):
   - Discuss meeting day, time, and format:
   - Historically, this committee originally met on Mondays, then moved to Tuesdays; however there are many Board meeting conflicts so the suggestion was made to move the meetings to the first Thursday of each month at 5:00 pm. Committee members present agreed to this day and time.
   - B. Grover will send out calendar invites and add to the Equity and Excellence calendar on their webpage.

3. Discussion of Priorities for the 2020-2021 school year - What did we learn from the September Community Conversation?
   - Q. Phillips – what did you hear, what were your takeaways, feedback, feelings, etc.? What should we be looking at going forward?
   - W. McKinney – I enjoyed learning about each of the speakers and why they are drawn to this work.
   - J. Perez – I want the community to be more involved; I’d love to brainstorm on how to get more individuals involved.
   - A. Chavez – I want to go above and beyond and see action steps. I want to know what happens once we give recommendations. For example, with HCM, what happened with the recommendations from the subcommittees?
   - Q. Phillips – I agree and I want this committee to be actionable because the recommendations we bring forward can make substantial changes for our community.
   - S. Breed – on at least two occasions, the recommendations from the subcommittees were shared with the Chiefs. We have a new Chief Talent Officer and he wants to be a part of this committee, but he had another commitment tonight. I will follow-up with the other Chiefs.
   - J. Morrison – what is the process to get certain items prioritized, how can items move forward? Who can help solve problems?
   - Q. Phillips – I will let an ISD employee answer. Also, it might depend if it’s a campus issue, etc. If the campus cannot assist, we can work with the appropriate department for answers.
   - S. Breed – Please contact the campus principal first; after that, you can contact the Equity & Excellence division. You could contact the Chiefs of School and Support. Myself, Mia Hall, and Dr. Benavidez could possibly help too.
• N. Garcia-Lopez – Thank you for this space. Ineffective communication from the District, especially with the pandemic; I have a suggestion moving forward, I would like to be more informed of current issues. I feel our committee members are ambassadors and as issues arise I speak out, so if more information could be shared, that would be good. I think there is so much going on and there needs to be more and better communication.
• Q. Phillips – Thank you, yes, we are all ambassadors and yes, we need more communication. We are doing everything we can for our students and our employees. Yes, I agree, we could give more information to this committee and to others; “overcommunication.”
• A. Darr – I loved the term, ‘ambassador’. Many on the Board have said we need more and better communication and how can we be “louder” than the misinformation on social media. Yes, I agree, the first communication should be with the principal, however, there has been a lot of movement, in a good way, e.g. Directors by pyramids, the Chiefs, etc. Would it be possible to send out an org. chart so that this committee knows who to contact?
• S. Breed – Yes, in fact, the Leadership team was asked to update their org. charts so we’ll share them.
• Q. Phillips – Yes, it would be good to have an updated org. chart. Good for this committee and for the community.
• J. Perez – As a Brown Chicano, if I was forced to send my kid back to school and knowing how deadly COVID-19 is, especially for Latinos, I’m concerned about putting my kids in danger and I am concerned.
• Q. Phillips – Technically there is no force, there is choice for the parents to decide; but also, for some parents, employers are now asking employees back and there is a fear.
• M. Krochmal – in addition to us being ambassadors, it would be good to also hear from the Division of Equity & Excellence to hear about projects that are on-going; e.g. equity walks at campuses, if a problem in a pyramid, can we hear about some of the work? From the townhall and COVID-19, maybe we should have a subcommittee on online learning, social emotional, and safety and security (PPE, etc.). There will be another town hall in Spanish. Also, we need to approach racial issues with inclusivity and with a multi-racial lens. There is a need to discuss intersectionality. How is equity at the forefront of all we do, e.g. school choice?
• Q. Phillips – In the chat someone asked what is an Equity Walk?
• S. Breed – Racial Equity Walks started with the District Leadership Team with Dr. Scribner; they looked at everything, what is on the walls, who is being called on, etc. There is a rubric with “look fors”; after each walk, there is a follow-up with Principals and Directors to further the work and discuss “did you notice?” This was shared with teachers, administrators, etc. Some things we found were segregation within schools, e.g. Bilingual students segregated from the White, Black, and Asian students. There were some key findings we can discuss more in depths at a later date.
• J. Morrison – The org. chart should be included with every presentation and should be updated regularly so that we know who we can reach out to with questions.
• Q. Phillips – Any other questions or comments from the Town Hall before moving forward?
• T. Jones – One item that came up was budget and I would like for us to discuss this further.
• Q. Phillips – Yes, especially with COVID-19. If your budget priorities are not aligned with racial equity, it will show up, especially since we have an entire division for Equity & Excellence, we need funding aligning priorities with racial equity. Because of COVID-19, we had to make an emergency budget to be in compliance with the State of Texas and the budget is good and
working. Now, entering into a new budget planning cycle, we can ensure that we keep racial equity at the forefront of budget planning; that is an actionable item.

- B. Pace – How is funding looked at and who looks at it? e.g. the mariachi budget at my campus was cut so how is budget planning looked at and who is looking at that specific level?
  
- W. McKinney – There is a tax rate election coming up, can someone give us more insight on that? How and what will it be spent on? $44M.

- Q. Phillips – Actually it’s $66M; Dr. Scribner has a video giving information on the TRE; we will get it sent out to the committee.

- J. Morrison – Is there a way to communicate between the departments, the campuses, the committee, contractors, etc., so we can use more HUB contractors, etc.

- Q. Phillips – This committee and this division will ensure these items go forward.

4. Subcommittee Review:

- Q. Phillips – S. Breed, can you give us some information on the subcommittees?

- S. Breed, Yes; we have four (4) subcommittees and every committee member has been asked to serve on at least one (1) subcommittee. The four (4) committees are listed below. The Schools of Choice was a focus so the Academics and Segregation subcommittee was formed. To communicate better between this committee, the community, and other areas, the Communication subcommittee was formed. Staffing and recruiting concerns were brought up so the Staffing and Recruiting subcommittee was formed, e.g. more Bilingual teachers and staff, more Black teachers and staff. Should we have any new committees? COVID-19 subcommittee?

- W. McKinney – COVID-19 brought inequities to light; many of our students do not have WIFI and many of our students have not logged/checked in, does anyone know how many students we have registered?

- Q. Phillips – At the last board meeting we discussed this and we are a little over 3,000 students not registered; we have had conversations with surrounding districts and it’s hitting all of us. We can look into this more.

- A. Chavez – I am concerned about the rigor of online learning; there is not enough rigor. I would like to see this committee empower our parents and help our parents and how can we empower teachers to help their students? Is it a role of this committee/subcommittee or should there be a separate committee for all of the COVID-19 issues?

- M. Krochmal – Do we want/should we have a subcommittee for short term, urgent issues or is that a charge for the committee and the subcommittees? I think it should be separate but could be both.

- Q. Phillips – I could see both.

- B. Pace – As a parent I have questions on all the software, does anyone know how to grant parents access to the software(s) so we can get in directly?

- Q. Phillips – We can help you offline. Can we create a poll for the additional subcommittee?

- J. Morrison – I have a question, what is the frequency of the committee and the subcommittees? Some have different frequencies.

- Q. Phillips – We have a large, overall committee meeting once a month and the subcommittees meet separately at least monthly.

- J. Morrison – Is that set?
• Q. Phillips – Yes.
• Q. Phillips – Please answer the poll for the new subcommittee; 74% for, 26% against.
• A. Herrera – With the hotspots, students are using them to play games and using up data before using for school. Are all our students getting 10 GB or is the data amount different across the District?
• Q. Phillips – We can research that. It shouldn’t be occurring but we’ll research. We’ll add that to the new COVID-19 subcommittee.
• S. Breed – Dr. Mouton stated the new hotspots are unlimited. Also, Dr. Mouton said employees have access to Google classroom, we’ll research for parents. There might be some privacy issues regarding students.
• Q. Phillips – A. Herrera brought up a good point, hotspots are a band-aid. As a District we’re looking at other options and we’re having conversations with many stakeholders.
• S. Breed – We have a poll asking if you want to serve on your current subcommittee or if you want to change your subcommittee.
• B. Grover – If the poll doesn’t work properly, I’ll reach out to confirm.
• Q. Phillips – Thank you.

Current Four Subcommittees:
- Academics & Segregation
- Communication
- Discipline
- Staffing & Recruiting

• New Committee(s)?
  - COVID-19

FUTURE AGENDA TOPICS:
- Race and Disparities in Healthcare
- FWISD Organizational Charts

REMINDERS:
- FWISD Racial Equity Summit III – November 7, 2020 via Zoom
- Next Meeting: Thursday, November 5, 2020 via Zoom 5:00-6:30

ADJOURN: Meeting adjourned at 6:33 p.m.

Signed: ___________ Date: 11/11/20
Mr. Quinton “Q” Phillips, Co-Chair

Signed: ______________ Date: __11/10/20___
Dr. Max Krochmal, Co-Chair

/clm & bg
Fort Worth Independent School District
Racial Equity Committee
Meeting Minutes
Thursday, November 5, 2020 at 5:00 p.m. via Zoom

Committee Members Present:

<table>
<thead>
<tr>
<th>Affleck, Holly</th>
<th>Garcia-Lopez, Norma</th>
<th>Mattingly, Dr. Cissy *</th>
<th>Sorensen, Marcy</th>
</tr>
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<td>Pouillard, Eric</td>
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<td>Pouillard, Precious</td>
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Committee Members Absent:

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Courageous Conversations About Race Affiliate Practitioners (*) Present:

| Burrell, Dr. Stacy * | Crespo, Mirkitt *                    | Mouton, Dr. Marion *   |                 |

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

| Ramos, Jr., Jacinto "Cinto" * | Townsend, Rian * |                 |

Guests:


CALL TO ORDER:

- The meeting was called to order at 5:02 p.m.
- Minutes from prior meeting approved
  - Christene C. Moss motioned, Wanda McKinney seconded
  - W. McKinney - Suggestion: In the minutes from last month and from March, can any Action Items be directed to the appropriate subcommittees for action?
  - A. Chavez - question: Was final 2019 report from the Staffing & Recruiting subcommittee given to the new Chief of HCM? S. Breed: Yes, it was given to him.
A. Chavez - question: How does one get on this committee? S. Breed - at first it was recommendations from Board Members, now, nominations are accepted.

- Review Racial Equity Committee (REC) Meeting Protocol - revised for Zoom

**DISCUSSION ITEMS:**

1. **Update from Equity and Professional Learning:**
   - Mrs. Breed introduced Dr. Dorene Benavidez, Executive Director of Equity & Professional Learning in the Division of Equity & Excellence, who will share some of the current professional learning in FWISD.
   - Dr. Benavidez provided information regarding the major topics/courses being facilitated by the Equity Specialists and Restorative Practice Specialists; including:
     - The anti-racist classroom
     - Introduction to Courageous Conversations
     - Introduction to restorative practices
     - Why race?
     - Historical perspectives of Race in Fort Worth
     - Introduction to critical race theory
   - Ms. Porshe Nickerson, Equity Specialist, provided a brief description and example of one course, as well as data regarding who is attending the courses and how many have attended to-date.
   - Ms. Shaunda Morrow, Restorative Practice Specialist, provided a description of other forms of professional development and outreach taking place, e.g. Facebook live events, restorative practices circles, equity chats, and podcasts.
   - Ms. Morrow also gave an overview of the Social Emotional Learning (SEL) District collaboration between Restorative Practices, Counseling, Curriculum, etc. with SEL information being shared through multiple platforms including the FWISD website, Facebook, and Smore newsletter. This work aligns with Board Constraints.
   - The focus and goals of the Equity & Restorative Practice Specialists have blended together under the Division of Equity & Excellence Division so that they are now learning and growing professionally together.
   - Dr. Benavidez announced upcoming learning opportunities including the 2020 Virtual Racial Equity Summit (Nov 7-13); two student Facebook live sessions: “Social Studies Counter-narrative: How does Mexican and African American studies compare to traditional SS?” (Nov 17); and “LGBTQIA+ Students of Color: Schooling Experiences” (Dec 8). There are also more professional development opportunities in Eduphoria and through Leadership ISD, and in collaboration with stakeholders.
   - Questions:
     - Are any of the Specialists bilingual? Yes.
     - What about LatinX and invisibility in programming? Yes, we are working on the recruiting and staffing subcommittee, and we are working with the World Languages Institute for help with languages.
     - For the Racial Equity Summit, are the attendees within FWISD, local, etc.? We have attendees within FWISD, local, and two international attendees. We have two committee members presenting, several Affiliate Practitioners will be facilitating the Affinity Groups, and all of the Equity & Excellence Division are working hard to deliver
an excellent summit. Please visit the Equity & Excellence department webpage to view the summit Tik Toks by various schools. There will be a student panel on Saturday at the summit with students from YWLA, Southwest HS, Dunbar HS, Western Hills HS, Paschal HS, Monnig MS, TCC South, Eastern Hills HS, Girls Inc., and My Brother’s Keeper.

- Can you tell us more about the podcasts? It was another avenue to reach our students and parents and be more accessible; we will send out information.

2. Subcommittee Reports:
- Before beginning the reports, Mrs. Breed shared that some of the subcommittees have already met, and some of the Committee members still need to sign up for a subcommittee.
- Ms. Grover will review the current list and send out a reminder to those members who are still in need of a subcommittee.
- Subcommittees should submit their schedules to Ms. Grover so she can share that out to all REC members, should they wish to join a subcommittee meeting.

- Academics & Segregation
  - Dr. Krochmal shared that Dr. Marcey Sorensen, Asst Supt of Curriculum & Instruction, gave a presentation of the new curriculum model to members of this subcommittee. There was discussion about how to include ethnic studies;
  - The new model seems to be robust and with rigor. The City of Fort Worth received CARE funds for connectivity issues for our students and they are working on improving connectivity.
  - At their next meeting they will discuss priorities, and discuss literacy and other areas.

- Communication
  - Charles Hodges stated that the purpose, scope, and goals of this subcommittee is to study FWISD communication strategies and procedures with equity lens, review district and campus communications, and support an intentional communication system that is inclusive from the Communication department and from the campuses.
  - They will examine:
    - How are the different communication “tools” used, e.g. marquees at schools, school websites?
    - The automated call-out system. Mr. Bond shared with us information about the call-out system and how underutilized it is at the campus level. Communications has valuable metrics that can be used by the campuses.
    - The frequency and clarity of written communication from FWISD; including the readability level of written communication. There is software available (Microsoft Flesch) to help with written communication.
  - Ms. Chavez asked if the committee is looking at the Let’s Talk communication tool and how often the questions are being responded to? Mr. Hodges said they are not at this time, but they are willing to do so. Ms. A. Darr stated that this is one of the constraints the Board has asked of Dr. Scribner; improving communication, and in the presentation to the Board, there were some Let’s Talk metrics. Mrs. Molinar shared with the Board that they want that metric higher.
- Mr. Hodges explained that sometimes it takes an outside view to help with communication, e.g. acronyms and not explaining them. Mrs. Moss stated that the use of so many acronyms has been an issue for some time. She also stated that the school marquees were to be updated and recommended that they look into this further.

- Discipline
  - Ms. Masterson shared that this committee is focused on policy and how COVID is impacting discipline. They want to continue to look at referral data campus by campus. They also want to look at other alternatives before third partying students; how campuses look at discipline and help them look at race and their referrals, colorism, etc.;
  - They are also looking at the language in the Student Code of Conduct and how it could be manipulated and/or skewed in referrals, and will look at referrals by category and code
  - They will research resources for parents and what resources are they being utilized at campuses
  - The committee will study how COVID is and can impact students; trauma vs. discipline, the need for mental health services, and social emotional services; they are also looking at policies.
  - Question:
    - Mr. Krochmal asked if the subcommittee has discussed the SRO contracts? Ms. Masterson said they had not; however, they will start it soon. Mrs. Breed shared that there is currently a plan that the SROs must engage in racial equity work before starting. There are still some concerns and they were shared with the Safety and Security department.

- Staffing & Recruiting
  - Dr. Benavidez shared that this subcommittee is in the process of reorganizing and building on the work from the previous years’ goals to develop goals for this year. They have discussed hiring managers and policy; recruiting; discussed bringing in new members from other staffing areas, such as teachers and principals. They have also discussed current policy and potential changes, especially with a racial equity lens; accountability with hiring and high turnover rates;
  - They will set goals and parameters at the next meeting.
  - Mr. Pouillard added that the subcommittee discussed staffing and recruiting and how to retain teachers. They also want to consider the training of campus administrators on how to recruit and retain teachers.
  - Question:
    - Ms. Chavez asked if the previous Staffing & Recruiting subcommittee report has been reviewed and will the process be changed in on-boarding teachers/employees?
    - Dr. Lee responded that, since there are new committee members, we suggested looking at the report and suggested looking at the systems and policies. There is an internal change committee in HCM to look at systems. This committee meets every Thursday morning as a cross-functional team with HCM and Business and Finance to look at crossover items, e.g. Munis and other software/technology, etc. HCM wants
a robust applicant pool to have the highest quality teachers for our students and the subcommittee will review the report.

- Ms. Chavez asked if there is a place on a Google document or Google drive where we can see who all is on the subcommittees and is there a calendar of all subcommittee meetings?
- B. Grover – Yes, we have a Google drive for REC members and there is a calendar on the Equity & Excellence Division website.

- COVID-19
  - Not discussed at this meeting.

3. Discuss the intersection of COVID with other subcommittee goals:
   - Instead of having a separate COVID subcommittee, it was recommended that, because COVID impacts every subcommittee, each group will need to embed COVID in their work and goals. The committee agreed to this recommendation.

REMINDERS:
- FWISD Racial Equity Summit III (Sold Out)
  - Opening Session November 7, 2020 via Zoom
  - Breakout Sessions November 9-13, 2020 12 p.m. & 6 p.m. daily via Zoom
- Student Speaker Series – Join on Facebook Live at www.facebook.com/FWISDEquity/
  - Social Studies Counter-narrative: How does Mexican and African American studies compare to traditional Social Studies? November 17, 2020 3 p.m.
  - LGBTQIA+ Students of Color: Schooling Experiences December 8, 2020 3 p.m.
- Please review the Guidelines for the Racial Equity Committee prior to each meeting
- Next Meeting: Thursday, December 3, 2020 5:00-6:30 via Zoom

FUTURE AGENDA TOPICS:
- Update from Equity and Community Collaborations
- Race and Disparities in Healthcare

ADJOURN: Meeting adjourned at 6:43 p.m.

Signed: Mr. Quinton “Q” Phillips, Co-Chair
Date: 12-7-20

Signed: Maximilian Krochmal
Date: 12/9/20

Dr. Max Krochmal, Co-Chair

/clm & bg
Fort Worth Independent School District
Racial Equity Committee
Meeting Minutes
Thursday, December 3, 2020 at 5:00 p.m. via Zoom

Committee Members Present:

<table>
<thead>
<tr>
<th>Affleck, Holly</th>
<th>Darr, Anne</th>
<th>Krochmal, Dr. Max</th>
<th>Phillips, Quinton</th>
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<tbody>
<tr>
<td>Anderson, Sue</td>
<td>Garcia-Lopez, Norma</td>
<td>Luebanos, Anael</td>
<td>Pouillard, Eric</td>
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<tr>
<td>Benavidez, Dr. Dorene *</td>
<td>Grover, Barbara</td>
<td>Masterson, Twyla</td>
<td>Pouillard, Precious</td>
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<td>Bond, Clint</td>
<td>Hall, Mia</td>
<td>McKinney, Wanda</td>
<td>Walker, Dr. Carlos *</td>
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<tr>
<td>Breed, Sherry *</td>
<td>Herrera, Alfonso</td>
<td>Nickerson, Porshe *</td>
<td>Williams, Dr. Jared</td>
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<tr>
<td>Chavez, Aracely</td>
<td>Hodges, Charles</td>
<td>Pace, Brandi</td>
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<td>Clark, Rickie</td>
<td>Jones, Ebony</td>
<td>Paz, Ashley</td>
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<tr>
<td>Cytron-Walker, Adena</td>
<td>Jones, Trevon *</td>
<td>Pérez, Jonathan *</td>
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Committee Members Absent:

<table>
<thead>
<tr>
<th>Argumedo, Miguel</th>
<th>Harris, Cleveland</th>
<th>Moss, Christene</th>
<th>Turcios, Carlos</th>
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<tbody>
<tr>
<td>Balzer, Dr. Jill</td>
<td>Harrison-Jordan, Tina</td>
<td>Nixon, Glenn</td>
<td>Villalobos, Lupita</td>
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<tr>
<td>Dominguez, Nyssa</td>
<td>Lee, Yassmin</td>
<td>Richter, Breinn</td>
<td>West, Bill</td>
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<td>El, Robert</td>
<td>Masterson, Tim</td>
<td>Rincón, Cynthia</td>
<td>West, David</td>
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<tr>
<td>Gravelle, Elizabeth</td>
<td>Mattingly, Dr. Cissy *</td>
<td>Sorensen, Marcy</td>
<td>Young, Patricia</td>
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<tr>
<td>Griffith, Barbara</td>
<td>Mohamed, Mohamed</td>
<td>Starr-Malone, Sonja</td>
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Courageous Conversations About Race Affiliate Practitioners (*) Present:

| Mouton, Dr. Marion * |

Courageous Conversations About Race Affiliate Practitioners (*) Absent:

| Burrell, Dr. Stacy * | Crespo, Mirgitt * | Ramos, Jr., Jacinto “Cinto” * | Townsend, Rian * |

Guests:

<table>
<thead>
<tr>
<th>Kermit Spears</th>
<th>Roxann Martinez</th>
<th>Krista Coleman</th>
<th>Telecia</th>
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<tbody>
<tr>
<td>Christopher Riddick</td>
<td>Susan Rhoten</td>
<td>Krista Varando</td>
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<td>Nydia Lewis</td>
<td>Sol Tager</td>
<td>Trish</td>
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CALL TO ORDER:

- The meeting was called to order at 5:02 p.m.
- Minutes from prior meeting approved by consensus
- Mrs. Breed reviewed the Virtual Meeting Protocol.
DISCUSSION ITEMS:

NOTE: The internet connection in the FWISD Administration building was lost at various times throughout this meeting; therefore, there may be slight gaps in the Minutes. Every effort has been made to capture the events/discussion that took place during this Zoom meeting.

1. Introduction of new FWISD Chief of Human Capital Management

Mrs. Breed introduced Mr. Kermit Spears, Chief of Human Capital Management for Fort Worth ISD.

- Mr. Spears shared his vision for the future of FWISD Human Capital Management the focuses on creating a great first impression.

- FWISD rotates through 600-800 teachers per year. How can we impact their experience when they first come through the door – if we can give staff a positive experience, we can make a stronger impact on students.

- By creating, developing & designing great processes, we attract great personnel.

- How does this look when you break it down? We must examine the process from the day they apply to when they are hired, to when they start, and then how are they supported through their first year.

- Mr. Spears wants to see long lines of people who want to work at FWISD. When that happens, then we wouldn’t be hiring so many teachers after July 15th. This would make a bigger impact on equity. We would then be able to hire from the top 10% of talent available in the US.

- We must also have a common and consistent message from the board room to the classroom. Without a consistent message, we will lose credibility.

- We have 145 campuses – are they telling the same story on each campus? Is it the same on the East & West sides of the district? Is every leader saying that ‘this is an A-rated school’.

- My job is to build that story, to make sure our selection process matches what we are trying to bring in and that the talent is experiencing what we are promising.

- I can bring in the best processes and attract the best talent, but we must give them the experience that we promise. If not, we won’t be able to retain them.

- If we have deficit thinking, we’ll keep seeing that we can’t get top talent. We must create a great first impression! If we get that right, a lot of these discussions can be more innovative, rather than reactive. When the lines start to form, we can be more strategic about who and when we hire.
Questions/comments from Committee members:

- W.McKinney: Prior to COVID only 2 of 10 African American students were reading on grade level. Since COVID, that has regressed. Does HCM have a plan for positioning high quality teachers in those schools with lower performance/greater regression to help recover some of the academic loss? Are there plans for incentivization?
  
  o Mr.Spears: I have requested a report so I can dive deeper into the data. There are strategies that we hope to use, but we will need to examine the data in order to make decisions.

- N.Garcia-Lopez: I have concerns about the District not hiring bilingual applicants or promoting bilingual staff.
  
  o Mr.Spears: I was not aware of this. I will need to look at the data to see if that is supported. We want the best talent in every position. If we aren't getting it, we need to look at why.

- M.Krochmal/B.Pace: What are some strategies that HCM can use to encourage principals to hire diverse faculty/staff? Would HCM consider a uniform rubric to evaluate and increase equity? How do we ensure that underrepresented groups are getting hired from the applicant pool?
  
  o Mr.Spears: If you have a job that is attractive, there will be a line of people who want to be hired. For more challenged schools, you may not have those lines. The challenge is how do we create an environment where the talent will stand in line to be hired at those campuses with challenges.

  o M.Krochmal: What you’re describing is opposite of what we are trying to accomplish through this committee. Why are the Black and Brown staff not getting selected for interviews?

  o Mr.Spears: According to the data, we are struggling to get bilingual teachers. Are we talking about at each campus, or the District aggregate?

  o M.Krochmal: We’re talking about having the staff at the campus reflect the demographics of student population.

  o Mr.Spears: Then the question becomes, do we have enough people applying for these jobs to meet the threshold?

- A.Chavez: As a former recruiter, I know that there are people out that who are not even getting interviews. The emphasis must be to build relationships with applicants. It starts with the system up front. The Frontline system must be optimized. If the best applicants aren’t contacted in a timely manner, they will just go on to the next potential employer. People are applying but if we don’t get to them fast enough, they’ll go to a district that gives them a contract sooner.
A lot has to do with culture – but if your staff aren’t being customer friendly, eg, not answering the phones, then they’re not going to stay.

I’ve seen the difference that teachers can make with children, both good & bad. We only hire the end of the line because our processes are so slow and this impacts students. I’m glad you’re here and I hope that you optimize every system to make the needed changes.

• Mr. Spears: Going back to the diversity question. Diversity is very tough to manage because someone always feels like they’re being left out. My focus is on how we are treating people once they’re hired. I can get people on the campuses and I need to be sure they are getting the support that they need to be successful. Its more than hiring them, they need support to be successful so they can grow and thrive. Without that, they will continue to recycle.

I would like to get a copy of the questions from this committee. I want to be able to refer back to them so I can be sure that we include these thoughts in the design work.

• P.Poullard: As an AP in the district, and a member of the subcommittee for Staffing & Recruiting for a while, from my vantage point, I see a lot of positive movement toward the recommendations that have been made. We are moving forward in a positive way.

As an AP who does hiring, I have seen that the time to hire has been reduced. Some of the delay issues are with the applicant providing documentation. Also, the malware attack and COVID this year has been a big setback as well.

People outside may not see all the things that HCM is doing for the FWISD staff. But they are happening.

• Q.Phillips: If those things are happening, we need to be sure to get that info out there so people know that.

• K.Varando (Audience member): I appreciate being invited to be on this zoom. I am from the Houston area where I worked in college/career readiness. I have applied to FWISD 12-13 times and was hired into the substitute pool. The challenges of the pandemic have made filling sub positions on campuses difficult as well. I agree that building relationships is critical. There are currently a number of vacancies listed on the HCM website. Why isn’t the substitute office working with HCM to fill these positions? January 31st is the deadline for teacher retirements – when that arrives, the vacancies will be double. What is the plan/strategy to address this?

  o Mr. Spears: We are ramping up. One of the processes we had to do first was to level all of our schools. We didn’t get some of the kids we were counting on this fall. This process was just completed about 3 weeks ago. Now we are ramping up for school next year and are looking at applicants for open positions.

  o B.Pace: I want to speak from having been a teacher for 10 years in FWISD. A lot of people have done good stuff, but there are also systemic things that need to be addressed. Even basic policy changes have been very stark. When we speak systemically we need to be sure
to broaden the scope. I appreciate Mr. Spears speaking to how teachers are treated on campus. Things like microaggressions as well as broader issues need to be addressed.

- Mr. Spears: I agree, the support system, and people having time to work together. We need to connect similar people so they can grow within the organization.

- Sol Tager (Audience member): Is there still a possibility that FWISD will bring in H1B visa teachers. Districts can hire people that they can’t find in your region/country to get a working visa – once that expires, they have to apply for a permanent visa – this is where the challenge is because oftentimes, when the visa is about to expire, there are people locally who must be hired instead.

- Mr. Spears: I need to look at the FWISD’s strategy and determine if is it still feasible. The federal government owns the process, so this can be difficult. I want to be sure that everyone we bring on board has a great experience.

- R. Clark: I have 2 questions. 1) What story do we tell on our campuses now? 2) Is it possible for those who are leaving the District to evaluate us so we can learn from them?

- Mr. Spears: That’s the question I’ve been asking for the last few months. We need to build the story together – it must include our tradition, where we’ve been, but also where we are now, and where we are going. This has to be created by the people who are here. This will help us attract the best custodians, teacher assistants, teachers, etc.

- R. Clark: what is the story that FWISD is giving? Is it a bad story now? What would you tell me if I came in?

- Mr. Spears: We’re preparing all students for success in college, career and community leadership – we do this by creating a great experience for our employees. If we do that for staff, we will do the same for our students.

- R. Clark: We need to create an evaluation for staff leaving the District to complete so they can tell us what we need to do to change.

- Mr. Spears: I agree

- J. Perez: Welcome to the FWISD family. Have we talked about intentionally recruiting teachers from HBCUs and HSIs? Have we challenged higher education to interrogate their processes / teaching to address equity?

- Mr. Spears: We are developing a residency/cohort with an area college. I am hiring someone to develop that relationship. That will be our strategy to develop that pipeline of talent. The challenge is that we are competing with other districts. We need to tell a strong compelling story to attract them to FWISD and away from other districts. Right now that’s not happening. We are doing everything we can to develop that pipeline.
• C.Hodges: I appreciate the fresh perspective that you bring to the District. If we do have a story to tell, we’d better live up to it. If we don’t, we’ll lose our credibility and this will discourage others from applying. It’s a huge challenge throughout the entire organization.

  o Mr.Spears: At my last district, I worked hard on core competencies and the mission statement. If the staff exit-evaluation indicates that they aren’t being taken care of, then we need to go back to the leadership to find out why. Once I understand, I can hold the leaders accountable, and I will be accountable as well.

• A.Luebanos: Customer service and support for our staff and students is SO important – especially in the first year.

• Q.Phillips: Thank you Mr. Spears. We have been having these conversations specifically around the work of your department. We welcome you back any time.

• Mr.Spears: I would like a copy of the questions, ‘...as a committee, this is what we heard, and this is what you committed to’. I don’t want to just sit and talk. I want to be able to show you what we are doing to address the concerns. HCM has 3 staff who attend the REC meetings regularly and bring information back to me each month.

• S.Breed: Thank you Ms. Hall for being prepared today to share about her department. We will have Mrs. Hall and her team back at the next meeting.

• A.Paz: As a future agenda item, I suggest a meeting dedicated to the Board’s governance process and our work on equity.

• R.Clark: MBK will host a virtual movie night where they will be showing “Tell Them We Are Rising” on Sunday, December 13th.

• A.Darr: My daughter recently read ‘All American Boys’. There was good conversation in classroom and home around equity and systemic racism. She joined our meeting today.
  o Q.Phillips: We need to get more students involved in the REC.
  o S.Breed: Yes, we are working on that.

2. Update from Equity & Community Collaborations
   • No report today due to time constraints.

3. Report on Virtual Racial Equity Summit III
   • No report today due to time constraints.

4. Discuss the intersection of COVID with other subcommittee goals.
   • Discussed at prior meeting and added to Minutes for 11/5/20.

5. Subcommittee Reports:
   • No reports today due to time constraints,
REMINDERS:

- **Student Speaker Series**  
  Join on FB LIVE: [www.facebook.com/FWISDEquity/](http://www.facebook.com/FWISDEquity/)
- **LGBTQIA+ Students of Color: Schooling Experiences**  
  DATE CHANGE: **January 19, 2021 / 3pm**
  - Google Drive is now ready for Subcommittee uploads
  - Next Meeting: Thursday, January 7, 2021  5 pm via Zoom

FUTURE AGENDA TOPICS:
- Race and Disparities in Healthcare
- FWISD Board Governance Process

ADJOURN: Meeting adjourned at 6:33 p.m.

Signed: **Quinton Phillips**  
Mr. Quinton “Q” Phillips, Co-Chair  
Date: 1/15/21

Signed: **Maximilian Krochmal**  
Dr. Max Krochmal, Co-Chair  
Date: 1/13/21

/bg
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE MINUTES OF THE OCTOBER 19, 2020 CITIZENS' OVERSIGHT COMMITTEE MEETING FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Board of Education established a Citizens’ Oversight Committee (COC) to monitor the District’s 2017 Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from the October 19, 2020 COC meeting have been reviewed and approved by the COC members.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes of the October 19, 2020 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
2. Decline to Approve Minutes of the October 19, 2020 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Minutes of the October 19, 2020 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

| No Cost | Not Applicable |
**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

*Purchasing Support Documents Needed:*
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program

**RATIONALE:**

Approval of the Citizens' Oversight Committee meeting minutes allows the District to provide the public with an official record of any given meeting.

**INFORMATION SOURCE:**

Vicki Burris
# 2017 Citizens’ Oversight Committee
## Meeting Minutes

### Date:
October 19, 2020

### Prepared by:
Claudia Alvarez

### Purpose:
2017 COC Quarterly Update

### Location:
Zoom Meeting

### Meeting Start:
6:02 P. M.

### Meeting End:
7:15 P. M.

### COC MEMBERS

- Benda, Robert
- Carter, Tim
- Gentry, Emily
- Hyry, Molly
- Johnson, Paul
- Miles, Jr Roderick F
- Moss, Christene
- Saucedo, Lisa
- Saucedo, Lisa
- Suarez, Mary Alice
- West Strawser, Laura
- Willis, Libby

### FWISD

- Aery, Danielle
- Alvarez, Claudia
- Burris, Vicki
- Jones, Brandon
- Munoz, Aaron
- Myers, Joe
- Persley, Kara
- Scribner, Kent P.

### PROCEDEO

- Aanenson, Gary
- Brock, Barry
- Gomez, Marisol
- Grenier, Tara
- Johnson, Brian
- Schutte, Lucas
- Tate, Kimi

### ABSENT

- Cardenas, Josue
- Harvey, Stephanie
- Poole, Steven
- Spangler, Anthony
The following items were discussed:

1. **CALL TO ORDER**
   Tim Carter, Chair President called the meeting to order at 6:02 p.m.

2. **DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS**
   Approval of July 20, 2020 Meeting Minutes
   2021 COC Quarterly Meeting Dates – Briefly discussed and decided future meeting dates would be approved via email

3. **2017 CAPITAL IMPROVEMENT PROGRAM UPDATES**
   PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

   **2017 Bond Timeline**
   - 12 Projects are completed
   - 8 projects have been closed-out to date
   - Construction has started on ALL planned bond projects

   **Schedule / Phasing Plan and Construction Updates**
   - Phasing plan- completed 12 projects entirety which are: Northside Athletics, Poly Athletics, Western Hills Athletics, Waverly Park ES, OD Wyatt Athletics, Dunbar Athletics, Southwest Athletics, Benbrook MS/HS Fieldhouse Add, Benbrook Ball Fields, Northside Mariachi Band, Arlington Heights Athletics
   - Diamond Hill Jarvis continue to make progress and plan for construction next summer - August 2021
   - Tanglewood renovation anticipate to be completed next Summer August 2021
   - YMLA and Paschal anticipate construction be completed by end of Summer August 2022

   **Financial Overview**
   *All financials are current as of September 30, 2020*
   - 56% has been encumbered and 33% of the total budget has been paid
   - $249,634,379 have been paid
   - $421,828,529 have been encumbered
   - $78,272,092 available to given date

As the COC continues to meet the total uncommitted will continue to decrease.
*Budget is all money allocated for the specific project.
*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.
*Uncommitted dollar amounts to be allocated at a later date, available funds for project.
Procurement Schedule
• Procurement for 2017 Bond Program complete

Historically Underutilized Business (HUB) Program Report
*All HUB numbers are current as of September 30, 2020

HUB Reporting
• Committed percentage rate at 40.49% for this quarter and $258,398,732.77 have been committed to a HUB plan
• Continue to work diligently to reach our internal goal of 45%
• Due to the pandemic our outreach efforts have been affected
• There has been an increase on the African American Female from June 2020 $1,216,750.27 to September $4,765,668.35

HUB Outreach
Quarterly HUB Events
• Fort Worth Hispanic Chamber of Commerce had a virtual event BUILD FW
• Arlington Black Chamber of Commerce - July General Meeting
• Volunteer for the FWHCC Clay Shoot
• Fort Worth Metropolitan Black Chamber of Commerce - The State of Your Business
• ABCC HUB Training

Construction Updates
• Amon Carter-Riverside Add & Reno - 50% complete
• Arlington Heights Add & Reno - 36% complete
• Arlington Heights Athletics – 100% complete
• Benbrook MS/HS Add & Reno - 58% complete
• Diamond Hill-Jarvis Add & Reno - 64% complete
• Dunbar Reno - 33% complete
• Eastern Hills Add & Reno - 45% complete
• North Side Add & Reno - 58% complete
• Northside Mariachi - 100% completed
• O.D. Wyatt Add & Reno - 32% complete
• Overton Park - 100% complete
• Paschal Reno - 17% complete
• Polytechnic Add & Reno - 24% complete
• South Hills Add & Reno – 19%
• South Hills Athletics - 5% complete
• Southwest Add & Reno - 35% complete
• Tanglewood - 35% completed
• Trimble Tech Reno - 19% complete
• Western Hills Add & Reno - 48% complete
• YMLA Add & Reno - 5% complete
4. GENERAL DISCUSSION / ANNOUNCEMENTS

Ms. Libby Willis inquired about the 2021 COC quarterly meeting dates. This was briefly discussed and decided the future meeting dates would be sent out as soon as possible and would be approved via email by all COC members.

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on January 11, 2020.

*There were technical issues with COC Zoom meeting; therefore, the meeting was not able to record accordingly. However, the minutes will be prepared as usual and distributed for approval when finalized.

6. ADJOURNMENT

The meeting adjourned at 7:15 p.m.

Approval

Tim Carter 1/11/2021

Tim Carter, Chairman Date

*Minutes approved during COC meeting
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE MINUTES FROM THE JANUARY 28, 2021 BOARD POLICY COMMITTEE MEETING

BACKGROUND:
The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the Board Policy Committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
1. Approve Minutes from the January 28, 2021 Board Policy Committee Meeting
2. Decline to Approve Minutes from the January 28, 2021 Board Policy Committee Meeting
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Minutes from the January 28, 2021 Board Policy Committee Meeting

FUNDING SOURCE Additional Details
No Cost Not Applicable

COST:
No Cost
VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board of Trustees

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee
Fort Worth ISD Board Policy Committee

Meeting Minutes
January 28, 2021 at 4 p.m.
Via Zoom webinar

Board Committee Members and Staff Present:
Chair: Ashley Paz    Carin “CJ” Evans    Quinton “Q” Phillips    Norman Robbins
Staff: Amanda Coleman

Call to order at 4:01 p.m. by Ashley Paz.

A. Board Officer Selection Process and Proposed Board Recommendations
   ➢ Trustee Paz shared Board officer notes/suggestions from AJ Crabill
   ➢ Several trustees have attended board president training with AJ Crabill
   ➢ Current officer descriptions in policy do not provide enough guidance concerning who
     should be an officer and requirements to be an officer
   ➢ Trustees are compiling information for a regulation to support policy BDAA(LOCAL)
   ➢ Trustee Paz has guidance provided by AJ Crabill and will incorporate trustees discussion
     points with constraints outlined
   ➢ Will finalize at next scheduled meeting

B. Joint work with Leadership ISD Policy Fellows-Lone Star Governance Policy Review
   ➢ Begin identifying LOCAL policies that should be moved to REGULATIONs
   ➢ The plan is to utilize the Leadership ISD cohort to assist with identifying Governance
     policies only initially that can be regulations vs local policies requiring a Board vote

C. Finalize Board Standard Operating Procedure Handbook
   ➢ Did not discuss directly but will connect with Board officer descriptions

D. Outline Board Policy Committee Agenda for remainder of 2020-21 Fiscal Year
   ➢ Will follow up in the next scheduled meeting with fiscal year calendar

Meeting adjourned at 4:53 p.m.

Signed: ________________________________ Date: __________________
Ashley Paz, Chair
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM CERTIFIED SINCE DECEMBER 9, 2020

BACKGROUND:

The 19 Texas Administrative Code (TAC) §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration Recommendations: The Board approves T-TESS Appraisers and Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements, to serve as an appraiser on any campus as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three years in a supervisory role directly related to the appraised area.
3. Minimum of one-year participation in the T-TESS evaluation system as an administrator.

The District makes every effort to ensure teacher appraisers are the teacher’s supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified Since December 9, 2020
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since December 9, 2020
3. Remand to staff for further study
SUPERINTENDENT'S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified Since December 9, 2020

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Student and School Support
Division of Innovation

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

David Saenz
Raul Peña
Cherie Washington
<table>
<thead>
<tr>
<th>Title</th>
<th>Last Name</th>
<th>First Name</th>
<th>School</th>
<th>TTESS Certified</th>
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<tr>
<td>Special Education Director</td>
<td>Angelica</td>
<td>Underwood</td>
<td>Administration</td>
<td>Yes</td>
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</tbody>
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TOPIC:  APPROVE T-TESS WAIVER FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND:
Waivers will be reviewed and approved, pursuant to the Commissioner’s general waiver authority under Texas Education Code (TEC), §7.056, for school districts and charter schools that are unable to meet the requirements of TEC, §21.351 and §21.352, §21.354 or TEC, §21.3541, and the applicable rules in Title 19, Texas Administrative Code, Chapter 150 for teacher appraisal, principal appraisal, and campus administrator appraisal due to circumstances arising from the COVID-19 pandemic.

The Fort Worth ISD (FWISD) has identified the following as aspects of the appraisal process that cannot be completed, and thus would be covered under a waiver, due to operational disruptions from the COVID-19 pandemic:

- Observations scheduled but not taken place
- A request for appeal of T-TESS observation outcomes/request for second appraisal/observation (Form B, FWISD TTESS Manual 2020-2021)
- Timelines outlined in FWISD TTESS Manual 2020-2021 for delivery
- Engaging and rating a teacher through a student growth process, i.e., Student Learning Objectives (SLO)
- New Hire Orientation
- Goal Setting
- Professional Development Plan
- Formal Observation Process (includes pre-observation conference, 45-minute formal observation, and post-observation conference)
- End of Year Conference (includes ratings on domains 1-4 using walkthrough data, goal setting, professional development plan)

The lack of completed steps in the appraisal process would not deprive the teacher of the teacher’s right to respond to and otherwise appeal an appraisal or appraisal rating under the 19 Texas Administrative Code (TAC) §150.1004. The use of a waiver does not prohibit a teacher from filing a challenge in accordance with a district’s local policy.

STRATEGIC GOAL:
Increase Student Achievement
**ALTERNATIVES:**

1. Approve T-TESS Waiver for the 2020-2021 School Year
2. Decline to Approve T-TESS Waiver for the 2020-2021 School Year
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve T-TESS Waiver for the 2020-2021 School Year

**FUNDING SOURCE**

<table>
<thead>
<tr>
<th>Additional Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Cost</td>
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</tbody>
</table>

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

**Purchasing Support Documents Needed:**

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

**PARTICIPATING SCHOOL/DEPARTMENTS:**

Academics

**RATIONALE:**

The waiver is required by the Texas Education Agency to complete the 2020-2021 teacher evaluation system during the COVID-19 pandemic.
INFORMATION SOURCE:

Karen Molinar
David Saenz
Cherie Washington
Raúl Peña
Jerry Moore
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE RESOLUTION AND ORDER ADOPTING POLLING LOCATIONS AND REVISED ORDER OF ELECTION FOR MAY 1, 2021 ELECTION

BACKGROUND:

January 26, 2021, the Board of Education ordered an election for May 1, 2021, for the purpose of electing a member to represent Single Member Districts One, Four, Seven, Eight and Nine. However, at the time the Order was adopted, polling locations for Early Voting and Election Day were unavailable. The polling locations have now been provided by the Tarrant County Elections Administration and added to the Resolution and Order.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for May 1, 2021 Election
2. Decline to Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for May 1, 2021 Election
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for May 1, 2021 Election

FUNDING SOURCE

Additional Details

No Cost
Not Applicable
**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a Purchase

*Purchasing Support Documents Needed:*
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Policy and Planning

**RATIONALE:**

The terms of the existing Board members will expire and an election must be held to determine who will serve as Board members for Districts One, Four, Seven, Eight and Nine. The Fort Worth ISD Board must approve adoption of polling locations as well as any revisions to the original Order of Election.

**INFORMATION SOURCE:**

Karen Molinar
WHEREAS, on January 26, 2021, the Board of Education, ordered an election for May 1, 2021, for the purpose of electing a member to represent Single Member Trustee Districts One, Four, Seven, Eight and Nine, each being a 4-year term or until a successor has been duly elected and qualified;

AND WHEREAS, said Order of January 26, 2021, called for the election of board members but did not designate polling locations for Early Voting and Election Day locations since they were unavailable at the time the Order was adopted, these locations have now been provided by the Tarrant County Elections Administrator.

THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

That in accordance with the general laws of the Legislature of the State of Texas pertaining to the election of Board Members, the Board does hereby adopt the Early Voting times, dates and locations listed on Attachment A of the Revised Order of Election and does hereby adopt the polling locations for Election Day as listed on Attachment B of the Revised Order of Election, as the polling locations for Single Member Trustee Districts One, Four, Seven, Eight and Nine. Said locations will serve as precincts and polling places for those voters in the Tarrant County election precincts which are assigned to said polling place for the May 1, 2021, Fort Worth Independent School District, Board Member Elections and any runoff, if necessary. If the Tarrant County Elections Administrator revises any of the listed polling locations shown on Attachment B of this Order after the Board approves the locations included in this Order, the revised and final locations will be included in the Notice of Election that is required to be posted and published in accordance with Section 4.003, Texas Election Code.
BE IT FURTHER RESOLVED AND ORDERED, that the attached REVISED ORDER OF ELECTION is hereby adopted by this Board.

The Resolution and Order being read, MOTION was made by _____________________, seconded by _____________________ that the Resolution and Order Adopting Polling Locations and the attached Revised Order of Election be passed, approved and adopted.

FOR: _______ AGAINST: _______

The above Order and Resolution Adopting Polling Locations and the attached Revised Order of Election was approved and adopted at a regular meeting that the Board of Education held on the 23rd day of February, 2021.

____________________________
Jacinto Ramos, Jr., President
Board of Education
Fort Worth Independent School District

ATTEST:

________________________________
Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District
REVISED ORDER OF ELECTION

BE IT ORDERED by the Board of Education of the Fort Worth Independent School District that on May 1, 2021, there shall be a general election for the purpose of electing five (5) members, to the Board of Education. One member shall be elected from each of the Single Member Districts One, Four, Seven, Eight and Nine; each to serve a four (4) year term, or until a successor has been duly elected and qualified; and

BE IT FURTHER ORDERED that the member to be elected from each of the Single Member Districts One, Four, Seven, Eight and Nine; shall be elected by the qualified voters of their respective Single Member Districts;

BE IT FURTHER ORDERED that all candidates seeking election as a board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months preceding the final day to file for such office. The final day to file is February 12, 2021; and

BE IT FURTHER ORDERED that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the Election Officer, or her designee, no later than 5:00 p.m. on the 12th day of February, 2021; and

BE IT FURTHER ORDERED that on the first Saturday in May 2021, being the 1st day of May, 2021, the election shall be held from 7:00 a.m. to 7:00 p.m. on said day. If no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held on the 5th day of June, 2021. Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

213
BE IT FURTHER ORDERED that notice of said election shall be given by publishing and posting the Revised Order of Election in accordance with Section 4.003, Texas Election Code; and

BE IT FURTHER ORDERED that Heider Garcia is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011.

BE IT, FURTHER RESOLVED, AND ORDERED that the Board of Education of the Fort Worth Independent School District, adopts those locations identified and listed in Attachment A and Attachment B, which is made a part of this Revised Order of Election, as the Early Voting Polling Locations and Election Day polling locations for this election. Each polling site will be located within the school district and will serve as the precinct and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the May 1, 2021, Fort Worth Independent School District Board member election and any run off, if necessary.

If the Tarrant County Elections Administrator revises any of the listed polling locations shown on Attachment B of this Order after the Board approves the locations included in the Order Adopting Polling Locations, the revised and final locations will be included in the Notice of Election that is required to be posted and published in accordance with Section 4.003, Texas Election Code.

Approved and adopted at a regular Board of Education meeting on the 23rd of February 2021.

____________________________
Jacinto Ramos, Jr., President
Board of Education
Fort Worth Independent School District

ATTEST:

________________________________
Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District
EXHIBIT A
POLLING LOCATIONS AND HOURS

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bỏ phiếu cá nhân)
April (abril) (tháng Tư) 19-27 Monday-Tuesday (Lunes – Martes) (Thứ Hai- Thứ Ba) 8:00 a.m. – 5:00 p.m.

MAIN EARLY VOTING SITE
Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111

*Emergency and Limited ballots available at this location only.
(Boletas de emergencia y limitadas solamente están disponibles en esta caseta.)
(Là hiều bầu Khẩn cấp và là phiếu hạn chế chỉ có tại địa điểm này.)

Pursuant to the RESOLUTION AND ORDER ADOPTING POLLING LOCATIONS AND REVISED ORDER OF ELECTION, this Exhibit A will be updated as more information becomes available from the Tarrant County Election Administration
CONSENT AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE TO NEGOTIATE AND TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR ROSEMONT MIDDLE SCHOOL AND ROSEMONT 6TH GRADE RESTROOM RENOVATIONS (CSP #21-002) IN CONJUNCTION WITH THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2013 bond election, there was $15,000,000 in reserve. The District proposed renovations to twenty-two middle school restrooms. Twenty out of the proposed twenty-two restrooms were renovated in the summer of 2020. The District issued a request on January 5, 2021 for competitive sealed proposals (CSP 21-002) to complete the final two schools, Rosemont 6th Grade, and Rosemont Middle School, with the following schedule of events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSP Issued</td>
<td>Tuesday, January 5, 2021</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>Wednesday, January 13, 2021</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Tuesday, February 2, 2021</td>
</tr>
<tr>
<td>Evaluation Meeting</td>
<td>Friday, February 5, 2021</td>
</tr>
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</table>

On February 2, 2021, the District received eleven (11) CSPs from firms in response to the solicitation. Ten (10) of the proposals submitted were deemed responsive and compliant with the CSP requirements. On February 5, 2021 the ten (10) proposals were evaluated and ranked as follows:

1. Northridge Construction
2. Post L Group
3. Morales Construction
4. M.D.I Inc

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency
**alternatives:**

1. Approve to Negotiate and to Enter into a Contract with a General Contractor for Rosemont Restroom Renovations (CSP #21-002) in Conjunction with the 2013 Capital Improvement Program
2. Decline to Approve to Negotiate and to Enter into a Contract with a General Contractor for Rosemont Restroom Renovations (CSP #21-002) in Conjunction with the 2013 Capital Improvement Program
3. Remand to staff for further study

**Superintendent’s recommendation:**

Approve to Negotiate and to Enter into a Contract with a General Contractor for Rosemont Restroom Renovations (CSP #21-002) in Conjunction with the 2013 Capital Improvement Program

**Funding Source**

<table>
<thead>
<tr>
<th>Source</th>
<th>Additional Details</th>
</tr>
</thead>
</table>

**Cost:**

Not-to-Exceed - $1,325,000

**Vendor:**

Northridge Construction

**Purchasing Mechanism**

Bid/RFP/RFQ

**Purchasing Support Documents Needed:**

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

Capital Improvement Program
Rosemont Middle School
Rosemont 6th Grade

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris
ACTION AGENDA ITEM  
BOARD MEETING  
February 23, 2021

TOPIC:  APPROVE PURCHASE OF A NON-PROFIT, TECHNICAL ASSISTANCE CONTRACT TO ASSIST IN REDESIGNING THE ALTERNATIVE EDUCATION PROGRAMS AT METRO OPPORTUNITY HIGH SCHOOL AND MIDDLE LEVEL LEARNING CENTER

BACKGROUND:

Metro Opportunity High School and Middle Level Learning Center house FWISD’s District Alternative Education Programs. A design process of the alternative programs began in the summer of 2020 with this non-profit organization as our design partner. The organization will help close the student achievement gap and equip all students with the required life skills and tools needed to be successful in the real world. The newly designed alternative program will promote opportunities for social emotional learning and other individualized student programs. This partnership will also provide the support necessary for students to stay on track academically and address any existing trauma through a partnership with a leader in the field of trauma-informed methodologies. With over 25 years of working with youth in the juvenile justice system, the non-profit’s pedagogical approach to alternative education involves trauma-informed methodologies that lend to healing, and creative learning opportunities that support personal growth and expression. This three (3) year contract will commence on August 1, 2021 and end in May of 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Non-Profit Technical Assistance Contract to Assist in Redesigning the Alternative Education Programs at Metro Opportunity High School and Middle Level Learning Center
2. Decline to Approve Purchase of a Non-Profit Technical Assistance Contract to Assist in Redesigning the Alternative Education Programs at Metro Opportunity High School and Middle Level Learning Center
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Non-Profit Technical Assistance Contract to Assist in Redesigning the Alternative Education Programs at Metro Opportunity High School and Middle Level Learning Center
**FUNDING SOURCE**

<table>
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<th>Source</th>
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<tr>
<td></td>
<td>199-13-6299-001-XXX-26-416-0000………………$1,575,000.00</td>
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**COST:**

- School Model Pilot/Orientation and Training - $80,000
- IP School Personnel – $1,125,000
- IP Annual Management Fee – $450,000

Total - $1,655,000

**VENDOR:**

Big Thought, LLC

**PURCHASING MECHANISM**

- Bid/Proposal Statistics
  - Bid Number: 21-056
  - Number of Bid/Proposals received: 8
  - HUB Firms: 2
  - Compliant Bids: 7

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

**Purchasing Support Documents Needed:**

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

- Metro Opportunity High School
- Middle Level Learning Center
- Office of Innovation
**RATIONALE:**

Redesigning the alternative education programs at Metro Opportunity High School and Middle Level Learning Center will help meet students’ behavior and social-emotional needs, close the achievement gap and decrease the recidivism of students who are assigned to the schools for behavior improvement.

**INFORMATION SOURCE:**

David Saenz
Agreement between Fort Worth ISD and Big Thought

This Agreement (the “Agreement”) is made and entered into as of the last date of the signature hereto (the “Effective Date”), for a Term commencing March 1, 2021 (“Commencement Date”) by and between Fort Worth Independent School District, a public independent school district and political subdivision of the State of Texas, (“District” or “FWISD”) and Big Thought (“Implementation Partner” or “IP”) (together, the “Parties”) to work together to create an exemplar of alternative secondary education serving students in grades 6-12 (the “School”) until termination of this Agreement.

ARTICLE I. RECITALS

1.01 Independent School District. The District is an independent school district created in accordance with the laws of Texas.

1.02 Authority to Contract. The Board of Trustees of the District is empowered by Texas Education Code (“TEC”), §11.157 to contract with a public or private entity for that entity to provide educational services for the District.

1.03 Non-Profit Organization. Big Thought is a Texas Nonprofit corporation that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. § 501(c)(3)).

1.04 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE II. PURPOSE OF AGREEMENT

2.01 Contract for Services. This Agreement constitutes a contract for services, through which IP agrees to achieve the goals set forth in Addendum A-1 (“the Performance Outcomes”), that advance the strategic goal of the district’s Board of Trustees to increase student achievement (“the Strategic Goal”).

2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when a district and a leading local nonprofit organization collaboratively work to provide excellent educational services to students.

ARTICLE III. DEFINED TERMS

3.01 Facilities. “Facilities” are defined as the building(s) located on the School Campus and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.

3.02 Material Breach. A “Material Breach” of this Agreement means the breach by a Party of any material obligation, contained in this Agreement, including without limitation any failure by either Party to comply with all Applicable Law under Paragraph 3.03.
3.03 **Applicable Law.** “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement under Paragraph 4.01.

3.04 **Employees of IP.** “Employees of IP” and “IP employees” mean individuals employed directly by IP who may collaborate with District and employees of District.

3.05 **Employees of District.** “Employees of District” and “District employees” mean individuals employed directly by District who may collaborate with IP and employees of IP.

3.06 **Sending School.** “Sending School” is defined as the student’s home campus of record that is making the placement referral for the student to attend the alternative education School.

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**ARTICLE IV. TERM, TERMINATION AND CONTINUATION**

4.01 **Term.** The initial term of this Agreement shall begin on the Commencement Date and end on June 30, 2024 (“Term”).

4.02 **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual written agreement of IP and the District if termination is effective no sooner than the end of the then-current school year.

4.03 **Termination for Material Breach.** Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

4.04 **Termination Related to Program Performance.** The District may terminate this Agreement within sixty (60) days after written notice if IP does not substantially achieve the Performance Outcomes specified in **Addendum A-1**, attached, after the second year of School operation, and subsequent years, under this Agreement.

4.05 **Non-renewal of Agreement by District.** The District may only non-renew this Agreement at the end of the Term if the Performance Outcomes have not been substantially met. In such a case, the District shall notify IP in writing of intent to non-renew by February 3 of the final year of the Term.

4.06 **Non-renewal of Agreement by IP.** The IP may non-renew this Agreement at the end of the Term. In such a case, the IP shall notify District in writing of intent to non-renew by February 3 of the final year of the Term.

4.07 **Continuation of Agreement for the Benefit of Students.** The parties intend that this Agreement will have an initial Term beginning with the Commencement Date and continuing through end of Term (three [3] years and four [4] months), with automatic renewal for subsequent terms of three (3) years unless the Agreement is non-renewed in accordance with Paragraph 4.05 or 4.06; or the Agreement is terminated in accordance with the provisions of Article IV. Any nonrenewal or
termination of this Agreement shall not take effect until the end of the operating school year so as to not disturb student learning.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. IP shall operate as an independent contractor to the District and shall be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement.

5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the IP.

5.04 Assurance of Independence. The IP’s governing body shall remain independent of the District.

ARTICLE VI. APPLICABLE LAWS

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

ARTICLE VII. PERFORMANCE REQUIREMENTS

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

7.02 Monitoring Performance. The District shall have the right to monitor the performance of IP under Addendum A-1.
ARTICLE VIII. RESPONSIBILITIES

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

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

(a) The Advisory Council will include one (1) representative selected by District

(b) The Advisory Council will include one (1) representative from IP’s board of directors

(c) The Advisory Council will include up to three (3) representatives composed of at-large community members selected by IP.

(d) The Advisory Council will include up to two (2) representatives composed of current and/or former Fort Worth ISD students and/or parents selected by IP in consultation with District

(e) If any member, other than the District assigned representative, of the Advisory Council resigns, IP will select a replacement to serve the remainder of the member’s term.

(f) The Advisory Council may support philanthropic efforts on behalf of School as well as provide guidance on use of Enhancement Funds as described below.

(g) FWISD will share data requested by the Advisory Council within seven (7) business days unless it is not possible to obtain the data that quickly or the data is privileged and confidential. FWISD will respond in writing to explain any delay and/or explain why it is legally unable to share requested data. In addition, FWISD will reasonably make key FWISD leaders available for conversations with the Advisory Council upon request.

(h) The Advisory Council will advise IP upon IP’s request, but neither the Advisory Council nor its individual members shall have any legal right or authority to act on behalf of IP. Members of the Advisory Council are not agents of IP. Actions of the Advisory Council will not and cannot be considered Material Breach.

8.01.2 School Leader Job Description, Selection, and Evaluation. FWISD and IP shall work collaboratively to define the job description for the Principal/School Leader of the School. Both FWISD and IP shall agree in writing on the job description in advance of any School Leader hiring process and also shall agree in writing to any revisions to it. IP shall have the opportunity to interview candidates for the School Leader of the School prior to any hiring decisions and FWISD will endeavor to hire a candidate acceptable to both FWISD and IP. In addition, FWISD will seek input from IP regarding the performance of the School Leader of the School prior to completing its evaluation of the School Leader.

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

(b) In consultation with the School Leader of the School, IP shall have the ability to design and implement professional development content and create a schedule and sequence for this professional development.

(c) The School Leader shall have the authority, after consulting with FWISD and IP, to opt the School out of all District professional development unless required by applicable law or connected to health and safety.

(d) The School Leader, after consulting with FWISD and IP, shall have the authority to choose the academic curriculum and assessments used at the School. IP shall have the authority to select, develop, design, and consult on implementation of curriculum for the non-academic creative learning, career exploration, and social-emotional learning components of the School’s program.

(e) The School shall regularly administer assessments consistent with key elements of the School’s model as defined by IP and FWISD, such as social-emotional learning. IP, in consultation with the School Leader and FWISD, shall have the autonomy and right to administer additional assessments beyond those defined by FWISD. With permission from FWISD upon request of the School Leader, School may also be excused from aspects of the District’s interim assessment and other monitoring programs.

8.01.4 School Schedule.

(a) IP shall, in alignment with the School’s academic model, recommend annually to FWISD and the School Leader a daily schedule and an annual academic and program calendar.

(b) The School Leader, after consulting with FWISD and IP, shall have the authority to set the daily schedule in accordance with Applicable Law and this Agreement.

(c) A minimum amount of time in the daily schedule must be devoted to specific activities as follows:
   (i) 80 minutes for Creative Learning and Career Exploration content (e.g., courses and activities), excluding credit-carrying fine arts and/or other elective courses
   (ii) 60 minutes for dedicated social-emotional learning content (e.g., activities and supports including, but not limited to, morning meetings, closing circles, mentorship, etc.)

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

(a) These staff members will operate as IP employees or contractors:

(i) One (1) Lead Creative Learning instructor

(ii) Three (3) Creative Learning instructors

(iii) Two (2) Creative Learning teaching assistant.

(iv) One (1) Family & Community liaison

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

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

8.01.8 School Code of Conduct. FWISD shall consult with IP and the School Leader prior to finalizing or revising any code of conduct applicable at School.

8.01.9 Additional Consultation

(a) Facilities. FWISD shall provide reasonable advanced written notice to IP on any Facilities relocations, build-out, renovations, or other material changes and IP shall have the ability to provide input on any Facilities changes conducted by District; FWISD has final determination on Facilities spending and decisions.

(b) Branding. IP shall have representation in any workgroup/task-force/process connected to defining the brand/identity of the School, including the School’s name, mascot, motto, logo, and/or other similar identifiable elements.

(c) School Design Technical Assistance. IP shall continue to provide technical assistance in the design of a new alternative education school model from the Commencement Date through July 31, 2021. Services provided may include, but are not limited to, stakeholder outreach, policy and governance considerations, logistical and operational considerations, and piloting programmatic elements of new school model design. The first three services are further articulated in an agreement between the Parties dated August 24, 2020 (“The Technical Assistance Agreement”). Services related to the piloting initiative may include Creative Learning Pop-Up experiences, such as workshops and/or residencies. Specific services related to the piloting initiative will be
agreed to by the Parties during the Term of this Agreement. Fees for technical assistance are included in Addendum A-2, attached, as defined in items 9.03, below.

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

ARTICLE IX. FINANCES

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

9.02 Financial Role / Autonomy of IP.

(a) IP may pursue philanthropic funding and in-kind support directly related to the campus program (“Enhancement Funds”) and accept that funding without explicit District approval. In addition, IP may arrange for campus visits with prospective donors in consultation with School Leader.

(b) IP shall have sole and final control of the budget and purchasing processes related to Enhancement Funds, including any IP staff paid for, in whole or in part, through this funding, IP’s out of pocket costs incurred in connection with raising Enhancement Funds and the structure and awarding of scholarship funds and other stipends. Additionally, IP has sole and final control over the selection, vetting, and approval of vendors paid for with Enhancement Funds; it is IP’s responsibility to ensure that any vendors who interact with students receive the District’s criminal background checks and follow the District’s other safety practices and protocols.

(c) Enhancement Funds may also be used for a variety of enhancement programming, supplies, and equipment for students and faculty at the discretion of the School Leader and with approval of the IP. These programs include, but are not limited to:

   (i) College Bound Programs
   (ii) Summer and Afterschool Programs (e.g., creative learning summer camps)
   (iii) Student Educational Travel (e.g., career exploration trips to corporate partner offices)
   (iv) Professional Development (e.g., Teacher Training)
   (v) Non-capital expense materials and equipment (e.g., technology, software, podcast equipment, etc.)

(d) Enhancement funds may also be used to incentivize student achievement and accomplishments through the establishment and issuance of scholarship awards or other permissible participation stipends.

(e) IP, in coordination with the District, may also raise Enhancement Funds for capital projects and related expenditures in support of the School. Capital projects include, but are not limited to, Facilities upgrades, equipment and large-scale technology. District and IP will agree in writing in advance of capital fundraising by IP on the purpose and administration of funds. Enhancement Funds raised by IP and earmarked for capital expenditures will be transferred to District and will be subject to District’s purchasing process and protocols. District has final authority over all capital projects.
9.03 **Fees.** In recognition of services provided by IP for ongoing collaboration on the School’s implementation, both parties agree to the fee structure outlined under **Addendum 1-B.** District will remit payment to IP on a NET 30 basis upon receipt of invoice. Invoice dates are detailed in Addendum 1-B.

**ARTICLE X. STAFFING**

10.01 **Employment and Supervision.** FWISD shall be the employer of all regular School staff unless otherwise stipulated in item 8.01.5. IP staff and/or contractors paid for by Enhancement Funds may also provide services to support programming at School. Any IP employees and contractors shall not be required to possess certification or licensure. Subject to Applicable Law IP shall have full authority to employ and manage its employees and contractors and shall have initial and final non-delegable authority to supervise, manage, assign, evaluate, develop, advance, compensate, continue assignment, and establish any other terms of employment of any IP employees engaged by IP for the performance of this Agreement.

10.02 **Hiring.** FWISD and the School Leader will offer IP, prior to any hiring decisions, the opportunity to participate in candidate interviews and provide input on the hiring of all staff assigned to the School.

10.03 **Criminal History Background Checks.** The District shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, IP employees, vendors, and contractors, and volunteers and shall take action required by law upon completing the background check. IP and the School’s employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087, and shall adhere to any District policies relating to TEC §§ 21.006 and 22.087. IP shall notify the District of any apparently unlawful conduct or criminal misconduct discovered by or reported to the School Leader or IP official by IP within seven (7) business days of IP’s discovery thereof. IP shall comply with any subsequent investigation by the District as IP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, IP also understands that the District’s Superintendent may investigate and report any educator misconduct that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators’ Code of Ethics. IP’s failure to comply with this paragraph’s reporting requirements shall be a Material Breach of this Agreement.

10.04 **Child Abuse Reporting.** All District and IP employees, vendors and contractors working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code § 61.1051.

10.05 **Certified Personnel.** FWISD personnel shall at a minimum have the qualifications required by Applicable Law for the assigned role except to the extent a requirement has been lawfully waived or the individual is subject to a lawful exemption such as under a local District of Innovation plan. Unless required by law, IP employees, vendors and contractors shall not require certification.
Employee Complaints and Grievances. The Parties agree that IP’s employees’ complaints and grievances and those of FWISD personnel or third parties concerning IP’s employees will be governed by IP’s policies.

**ARTICLE XI. OTHER MATTERS**

11.01 Data Sharing and Lawful Disclosure. Subject to state and federal privacy and confidentiality requirements, FWISD will share information about School staff and students with IP. To the extent that IP or the District will come into possession of student records and information, and to the extent that IP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act. In the event that the District is required to furnish information or records of the School pursuant to the Texas Public Information Act, IP shall furnish such information and records to the District, and the District shall have the right to release such information and records. The District will consult with IP prior to disclosure of information and records under FERPA or the Texas Public Information Act that relates to IP or its employees.

11.02 Confidentiality. Each Party will not disclose confidential information belonging to, or obtained through, its affiliation with the other Party, to any person, including the Party’s (as individuals) respective relatives, friends, and business and professional associates, unless the Party has authorized disclosure to the other Party. All information concerning each Party’s programs, students, students’ families, partners and clients, staff, volunteers, financial data, and business records is confidential. This policy is not intended to prevent disclosure where disclosure is required by law. Failure to adhere to this policy will be considered a Material Breach of contract and may result in suspension or termination of this Agreement by either Party. Within ten business days of the expiration and non-renewal of this Agreement (a) each Party will destroy and/or return all confidential information in its possession, and (b) each Party will remove the other Party’s access from any accounts that provide access to confidential information. The obligations in this paragraph survive expiration or termination of this Agreement.

11.03 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by IP for the School shall be IP’s proprietary material and shall be owned by IP. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party’s proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by each individual Party at any time in the future.

11.04 Name. IP owns the intellectual property right and interest to the name “Big Thought.” The Parties agree that the name “Big Thought” may be used by either Party during the Term of the Agreement in connection with the School and the collaborative work at the School. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the name “Big Thought” for its own individual purposes.

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

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

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

ARTICLE XII. INDEMNIFICATION, INSURANCE, AND LIMITATION OF LIABILITY

12.01 INDEMNITY. EACH PARTY AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION TO THE EXTENT PERMITTED BY APPLICABLE LAW:

EACH PARTY (“INDEMNITOR”) COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE OTHER PARTY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE OTHER PARTY, INDIVIDUALLY AND COLLECTIVELY (“THE INDEMNITEES”), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE INDEMNITEES ARISING OUT OF, OR RESULTING FROM INDEMNITOR’S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF INDEMNITOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF INDEMNITOR, WHILE IN THE EXERCISE OF THE DUTIES OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INDEMNITEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES BODILY OR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT THE PARTIES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

EACH PARTY SHALL ADVISE THE OTHER IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE DISTRICT OR IP KNOWN TO SUCH PARTY ARISING OUT OF THE PARTY’S ACTIVITIES UNDER THIS AGREEMENT.
12.02 Insurance. Both Parties shall provide and maintain professional liability insurance throughout the term of this Agreement with minimum coverages in the amounts of $1,000,000 per occurrence and $1,000,000 in the aggregate. Both Parties shall provide and maintain commercial general liability insurance throughout the Term with minimum coverages for bodily injury ($100,000/each person and $300,000/each occurrence), personal injury liability ($100,000/each person and $300,000/each occurrence), and property damage liability ($100,000/each occurrence). Both Parties shall provide all necessary Worker’s Compensation insurance as may be required under Applicable Law. Both parties shall have their respective insurance carriers furnish to each other insurance certificates in form satisfactory to each, at a minimum specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that, except for professional liability insurance and except for the District’s insurance, the other Party is named as an additional insured.

12.03 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL IP’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE SUM OF AVAILABLE INSURANCE PROCEEDS AND FEES ACTUALLY PAID UNDER THIS AGREEMENT.

ARTICLE XIII. GENERAL AND MISCELLANEOUS

13.01 Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties with respect to the subject matter of this Agreement. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this Agreement; provided, however, that the Technical Assistance Agreement shall continue in force and effect in accordance with its Terms.

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

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

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

13.05 **Venue and Jurisdiction.** IP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Tarrant County, Texas.

13.06 **Governing Law.** The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this Agreement.

13.07 **Assignment.** Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.

13.08 **Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

13.09 **Headings and Captions.** The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

13.10 **Amendment.** Any and all amendments and modifications to this Agreement must be in writing and signed by both Parties and shall not conflict with Applicable Law.

13.11 **Days.** Any timeline in this Agreement referencing “days” shall mean calendar days.

13.12 **Notice.** Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

For District: Fort Worth ISD  
Attn: Chief Innovation Officer  
1050 Bridgewood Dr.  
Fort Worth, TX 76112  
david.saenz@fwisd.org
Notices shall be deemed given when actually received (with proof of receipt), or 3 days after deposit in U.A. mail as provided above.

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

DS 02/01/21

If to the IP:  

If to the DISTRICT:

______________________________  __________________________
CEO of IP      Superintendent of ISD

Entered into this ____ day of _________, 20XX

By:        By:
______________________________  ______________________________
CEO of IP      Superintendent
ADDENDUMS REFERENCE

Addendum A-1: Performance Outcomes

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

<table>
<thead>
<tr>
<th>Goal</th>
<th>Outcome Measure</th>
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<tbody>
<tr>
<td>Goal 1: Reduce annual AEP recidivism rates</td>
<td>Decrease recidivism rate of students within single academic year as compared to baseline (3 year average of SY1718 through SY1920) in year 1, and annual progress in years 2+</td>
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</tbody>
</table>
| Goal 2: Increase social and emotional skill development | Year 1 - establish baseline of % of AEP youth that exhibit an increase in social and emotional skills in one or more domains and/or overall composite score based on nationally normed Social Skills Improvement System (SSIS-SEL)  
Year 2+ - increase % of AEP youth exhibit an increase in social and emotional skills in one or more domains and/or overall composite score based on nationally normed Social Skills Improvement System (SSIS-SEL) |
| Goal 3: Increase creative learning skills (includes self-perception of building confidence and feeling proud of their contributions) | Year 1 - establish baseline % of AEP youth who exhibit improved creative learning skills based on BYAEP (Boston Youth Arts Education Performance) pre and post self-assessment  
Year 2 - increase % of AEP youth who exhibit improved creative learning skills based on BYAEP pre and post self-assessment |
| Goal 4: Increase student goal attainment   | Students will have exhibited progress towards self-identified goal(s) found within their personalized plans upon exit from AEP placement as measured by Exit Interviews  
Year 1 - establish baseline of % of AEP youth that exhibit progress on goal attainment  
Year 2+ - increase % of AEP youth that exhibit progress on goal attainment |
Addendum A-2: Fee Structure

**Technical Assistance (Commencement date through July 31, 2021)**

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>FEE &amp; INVOICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>School Model Pilot</strong></td>
<td>$30,000</td>
</tr>
<tr>
<td>Fee covers all expenses related to IP’s piloting elements of the proposed school model design from Commencement date through July 31, 2021.</td>
<td>• Invoice #1 - March 15, 2021</td>
</tr>
<tr>
<td><strong>School Launch Orientation and Training</strong></td>
<td>Up to $50,000</td>
</tr>
<tr>
<td>Fee covers all IP expenses to design and implement, in collaboration with District, a multi-day pre-service orientation and training on key elements of the new School design model for all new and returning school personnel in June &amp; July 2021.</td>
<td>• Invoice #2 - July 1, 2021</td>
</tr>
</tbody>
</table>

**School Implementation Partnership (August 1, 2021 through completion of Term)**

<table>
<thead>
<tr>
<th>ITEM &amp; DESCRIPTION</th>
<th>FEE &amp; INVOICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IP School Personnel</strong></td>
<td>SY21-22 = Approximately $375,000 (base &amp; fringe); to be finalized and agreed to in writing by IP and District</td>
</tr>
<tr>
<td>Fee covers Direct Delivery of Programming personnel named and agreed to in 8.01.5 (a) as being IP employees.</td>
<td>• Invoice #3 for 50% - August 15, 2021</td>
</tr>
<tr>
<td></td>
<td>• Invoice #4 for 50% - January 15, 2022</td>
</tr>
<tr>
<td><strong>IP Annual Management Fee</strong></td>
<td>SY21-22 = $150,000</td>
</tr>
<tr>
<td>Fee covers portion of IP’s costs related to IP employees ongoing collaboration in School design and implementation. Fee is inclusive of, but not limited to:</td>
<td>SY22-23 = $150,000</td>
</tr>
<tr>
<td>• Liaison regularly with school leader;</td>
<td>SY23-24 = $150,000</td>
</tr>
<tr>
<td>• supervision of IP School Personnel;</td>
<td>• Invoice #3 for 50% - August 15, 2021</td>
</tr>
<tr>
<td>• design and oversight of creative learning and social and emotional learning (SEL) activities;</td>
<td>• Invoice #4 for 50% - January 15, 2022</td>
</tr>
<tr>
<td>• access to IP’s in-house professional learning support and services;</td>
<td>• Invoice #5 for 50% - August 15, 2022</td>
</tr>
<tr>
<td>• additional creativity/SEL assessment tools, data collection and analysis;</td>
<td>• Invoice #6 for 50% - January 15, 2023</td>
</tr>
<tr>
<td>• enhancement fund (philanthropic) development;</td>
<td>• Invoice #7 for 50% - August 15, 2023</td>
</tr>
<tr>
<td>• and management of Advisory Board activities.</td>
<td>• Invoice #8 for 50% - January 15, 2024</td>
</tr>
</tbody>
</table>
ACTION AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE SECOND READING – REVISIONS TO BOARD POLICIES CQ(LOCAL), CQB(LOCAL), AND ELA(LOCAL)

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

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
1. Approve Second Reading – Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)
2. Decline to Approve Second Reading – Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:
Approve Second Reading – Revisions to Board Policies CQ(LOCAL), CQB(LOCAL), and ELA(LOCAL)

FUNDING SOURCE Additional Details
No Cost Not Applicable
COST:
No Cost

VENDOR:
Not Applicable

PURCHASING MECHANISM
Not a Purchase

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

PARTICIPATING SCHOOL/DEPARTMENTS
All Schools, Departments and Stakeholders

RATIONALE:
Approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:
Karen Molinar
Rationale:
Provisions on security breaches have been moved to CQB(LOCAL) where the corresponding legal authority is now coded.

The District's locally developed provisions on technology equipment have been moved to CQC where the corresponding legal authority is now coded. This is TASB's standard version with a change from 'acceptable' use to 'responsible' use and a limited personal use addition (#4).

Please note that because BJA(LOCAL) permits the Superintendent to delegate responsibilities to other employees, we have removed language referring to the Superintendent's designee throughout.
**Note:** For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

<table>
<thead>
<tr>
<th><strong>AVAILABILITY OF ACCESS</strong></th>
<th><strong>LIMITED PERSONAL USE</strong></th>
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</thead>
<tbody>
<tr>
<td>Access to the District’s technology resources, including the Internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.</td>
<td>Limited personal use of the District’s technology resources shall be permitted if the use:</td>
</tr>
<tr>
<td></td>
<td>1. Imposes no tangible cost on the District;</td>
</tr>
<tr>
<td></td>
<td>2. Does not unduly burden the District’s technology resources;</td>
</tr>
<tr>
<td></td>
<td>3. Has no adverse effect on an employee’s job performance or on a student’s academic performance; and</td>
</tr>
<tr>
<td></td>
<td>4. Is not for commercial or political purposes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>USE BY MEMBERS OF THE PUBLIC</strong></th>
<th><strong>RESPONSIBLE ACCEPTABLE USE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to the District’s technology resources, including the Internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:</td>
<td>The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.</td>
</tr>
<tr>
<td></td>
<td>1. Imposes no tangible cost on the District; and</td>
</tr>
<tr>
<td></td>
<td>2. Does not unduly burden the District’s technology resources.</td>
</tr>
</tbody>
</table>

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

**INTERNET SAFETY**

The Superintendent or designee shall develop and implement an Internet safety plan to:
1. Control students’ access to inappropriate materials, as well as to materials that are harmful to minors;

2. Ensure student safety and security when using electronic communications;

3. Prevent unauthorized access, including hacking and other unlawful activities;

4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and

5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

FILTERING

Each District computer with Internet access and the District’s network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children’s Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

MONITORED USE

Electronic mail transmissions and other use of the District’s technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District’s technology resources at any time to ensure appropriate use.

DISCLAIMER OF LIABILITY

The District shall not be liable for users’ inappropriate use of the District’s technology resources, violations of copyright restrictions or other laws, users’ mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District’s technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

RECORD RETENTION

A District employee shall retain electronic records, whether created or maintained using the District’s technology resources or using personal technology resources, in accordance with the District’s record management program. [See CPC]
ELECTRONICALLY SIGNED DOCUMENTS

At the District’s discretion, the District may make certain transactions available online, including student admissions documents, student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

SECURITY BREACH NOTIFICATION

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
4. Publication through broadcast media.

ALLOCATIONS

Technology shall be allocated to meet the requirements and guidelines of the District’s Technology Plan. All acquisitions of technology, both hardware and software, shall be reviewed and coordinated by the Division of Technology and conform to the District’s established technology acquisition standards. Exceptions to the standards shall be reviewed and approved by the District Technology Committee.
DONATIONS

Technology donations shall be coordinated through the Division of Technology. Donations shall meet the approved minimum standards.

Although donated equipment may be configured to run on the Districtwide area network, the Division of Technology shall not guarantee that all District-approved applications will run on the donated equipment.
Rationale:
This new policy is recommended to address SB 820, which requires a cybersecurity policy, and HB 3834, which requires cybersecurity training of employees and Board members, as described above. The policy includes the following elements:
- An affirmative statement that the District will develop a cybersecurity plan;
- A requirement for the Superintendent to designate a cybersecurity coordinator to serve as the liaison between the District and TEA and report any breaches to TEA as required by law; and
- Provisions on required employee and Board member cybersecurity training and reporting.

Security breach provisions have been moved from CQ(LOCAL) and revised to address reporting requirements to TEA in accordance with SB 820.
The District shall develop a cybersecurity plan to secure the District’s cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.

Each District employee and Board member shall annually complete the cybersecurity training program designated by the District. The District shall verify and report compliance with staff training requirements to the Department of Information Resources. Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District’s websites.
4. Publication through broadcast media.

The District’s cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.
Rationale:
Our current policy must include TEA's updated eligibility requirements to receive Texas Partnerships benefits. This policy is TASB's standard version with a minor procedural change on #3 of page 2.
To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 48.252, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to a rigorous decision-making authorization process and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of improve student outcomes through the proposed campus charter.

An operating partner means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.

A partnership program means a District-initiated program authorized campus charter established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.

A partnership program shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]

In establishing a partnership program, the District may shall issue requests for applications a local application designed to identify operating partners best qualified to meet the needs of the District.

The Board shall consider an application if the applicant:

1. Meets the eligibility requirements for a campus charter in accordance with law;
2. Follows the application process established by the District; and
3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter.

The application process shall include:

1. A comprehensive written application that provides information about the proposed partner’s academic model, partner board and staff information and qualifications, and any operating or academic performance history of the proposed operator;
2. A rigorous review of the application by a charter application review committee;

3. A capacity interview with representatives of the district and proposed staff of the partner organization;

4. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;

5. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and

6. A vote by the Board to approve or deny each application. An application shall include the following, at a minimum:

   1. The purpose and community need for the proposed campus charter;

   2. A statement of the proposed campus charter’s mission and goals;

   3. Identification of the students to be served;

   4. The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;

   5. The plan for meeting the needs of students with disabilities, English language learners, and other special populations;

   6. The plan for measuring and reporting student achievement and increases in student achievement for all student groups;

   7. The financial and business plan, including a proposed five-year operating budget and a contingency budget for lower than expected enrollment;

   8. Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and campus leadership;

   9. The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;

   10. Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;

   11. Identification and description of any services the proposed campus charter expects to be performed by the District (e.g., transportation, food);
12. The proposed campus charter’s leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;

13. The campus charter’s staffing and employment plan consistent with federal and applicable state guidelines, including due process, employment contract nonrenewal, and termination procedures;

14. Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;

15. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law;

16. The student discipline plan and procedures;

17. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and

18. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion.

Forms
The District shall use partner applications that meet state standards, as applicable. The District shall make the applications available on the District’s website and in the central administrative office.

Review Committee
The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation based on established standards of review of each application submitted in accordance with the District’s published application procedures.

The review committee shall be composed of at least three members, including at least one District staff member and one external evaluator, with relevant and diverse expertise.

Conflicts of Interest
A review committee member shall disclose any potential conflict of interest with an applicant.

Review Process
The review committee may:

1. Request additional information or documents from the applicants;

2. Schedule interviews with applicants; or

3. Request that the Board schedule a public hearing to allow applicants an opportunity to present their application and campus plans to the Board and to the community before formal consideration by the Board.
Recommendations

The review committee shall provide to the Superintendent a recommendation for denial or approval of each application based on the District’s established criteria. After considering the review committee’s recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.

Charter Performance Contract

If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under which the campus charter will operate and be evaluated during the charter term and for renewal.

Each charter performance contract shall address the specific and material terms of the campus charter’s operation as required by law. Each charter performance contract shall be granted for a period of up to ten years with a rigorous review every five years.

Standards

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including a clear and unambiguous description of the operating partner’s authorities, a description of the partner’s academic model, the funding structure of the partnership, expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.

Oversight and Evaluation

Monitoring System

The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board’s performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.

Data Collection

Campus charters shall provide information and data to the District pursuant to state law and the District’s reporting schedule using a state-approved student management system.

The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.
Evaluation and Reports

Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.

The Board shall communicate evaluation results to the campus charter’s governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.

The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.

Campus Charter Autonomy

In accordance with law and the charter performance contract, the Board shall support the operating partner’s sole authority over the campus charter’s day-to-day operations and budget.

The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter’s performance and operations.

Conflicts of Interest

The District and the operating partner shall comply with applicable conflict of interest provisions in law.

Intervention

The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.

Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.

Probation Criteria

The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.

Procedure

In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:
1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.

2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.

3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.

4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance with the timeline for remediation established by the District.

5. The District shall establish a timeline for monitoring the campus charter’s corrective actions and re-evaluating the campus charter’s status to determine when the campus may be removed from probation or whether to consider revocation.

If the District decides to place a charter on probation, the District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter’s corrective actions and re-evaluating the campus charter’s status to determine when the campus may be removed from probation or whether to consider revocation.

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter’s persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;

5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;

6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract; or

7. Multiple placements on probation as specified in the charter performance contract; or.

8. Failure of the District to obtain the benefits of Education Code 11.174 and 48.2511, if applicable.

The Board’s decision whether to revoke a campus charter shall be based on the best interests of the students, including a decision by the commissioner of education to extend an exemption from a sanction or other action under Education Code 11.174(g); the severity of the violation; applicable law; and any previous violation committed by the campus charter.

Procedure

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.

2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.

3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

Notification

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.
Upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

The Board shall consider the following, in addition to other factors specified in the charter performance contract:

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and
4. The campus charter’s performance on corrective action plans or other required interventions, if necessary.

The District shall publish the renewal application process, including the renewal criteria and timelines.

As part of the renewal application process, the District may provide each campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter’s performance record over the contract term and states the District’s summative findings concerning the campus’s performance and its prospects for renewal.

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter performance contract;
2. Failure to meet generally accepted accounting standards for fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reason as determined by the Board.

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.
Closure Protocol

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter’s governing board and leadership to carry out the closure protocol.
TOPIC: APPROVE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND A BEHAVIORAL HEALTH SERVICE PROVIDER

BACKGROUND:
For many students and their families, the COVID-19 pandemic has resulted in an increase in the number of children experiencing feeling stress and depression. The pandemic is a chronic stressor, a constant presence as opposed to acute stressors that are one-time occurrences. One study from the Centers for Disease Control and Prevention showed that the percentage of youth emergency room visits for mental health reasons had risen during the pandemic.

While the need for mental health services has increased, the health care system remains challenging to navigate, particularly for families who speak a language other than English. The District is seeking to contract with a behavioral health service provider who is able to partner with Student Support Staff. In doing so, the provider will assist the Fort Worth ISD community in navigating the healthcare system to secure proper mental health intervention after an initial referral has been made. This will be the initial signing of the contract to provide the above services within the District. The proposed contract date is from March 1 to June 30, 2021.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Contract Between Fort Worth Independent School District and a Behavioral Health Service Provider
2. Decline to Approve Contract Between Fort Worth Independent School District and a Behavioral Health Service Provider
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Contract Between Fort Worth Independent School District and a Behavioral Health Service Provider

FUNDING SOURCE
General Fund

Additional Details
199-31-6299-001-999-99-204-000000
**COST:**

$64,554

**VENDOR:**

Care Solace

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 16-078-D
Number of Bid/Proposals received: 2
HUB Firms: 1
Compliant Bids: 2

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Schools
Family Resource Centers (4)
District Staff and Immediate Family Members

**RATIONALE:**

The increase in mental health concerns has been documented across the nation, including more acute increases recently due to the pandemic. Mental health issues often manifest as academic and behavioral concerns for our students, which impair their academic progress. This service will allow for additional, multilingual support for Fort Worth ISD students, as well as employees and their immediate families, to receive assistance in accessing mental health services after an initial referral has been made.

**INFORMATION SOURCE:**

Raúl Peña
Cherie Washington
GENERAL SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated the 1st of March, 2021 is between Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (the “Client”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (the “Provider”). The Client and the Provider may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services, to the Client, as described in Section 1 of this Agreement.

WHEREAS, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Services/Scope of Work. Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the “Main Site”). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the “Services”) to manage and operate a version of the Main Site that is branded with Client’s name (the “Branded Site”). Provider will take all reasonable steps to ensure site is live by March 2021. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the “Client Community”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control. As part of the Services, Provider shall facilitate its process called the “Warm Hand-Off”, whereby Client staff provide contact information of a student or family in need of mental health or substance use resources. The family contact shall be a parent or legal guardian, or other adult primary contact as directed by the Client. Client completes this process in Provider’s web-based platform called “Care Loop Powered by Care Solace”.

1.1. The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Any personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use attached as Exhibit B. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Although the Parties do not
expect in most instances that education records other than directory information would be conveyed by Client to Provider, in order to perform the Services herein, Client designates Provider as a school official for the limited purposes of care coordination on behalf of the Client with mental health service providers, a function that otherwise might be performed by school employees such as a counselor or principal. Provider shall use the utmost care in protecting student and family privacy to the same standard of care as the Client.

12. Provider shall staff its customer support center 24 hours per day, Monday through Sunday (the “Business Hours”) to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be provided during non-Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

13. The Provider will ensure that each treatment provider whose information is included in the Branded Site (“Treatment Providers”) satisfies the Provider’s vetting process, which shall include, at a minimum, the following elements:

   1.3.1. Confirmation that the treatment provider has provided services for no less than five (5) years;

   1.3.2. A review of the treatment providers’ licensure status with the applicable State licensing authority;

   1.3.3. Confirmation that the treatment providers are accredited by JACHO, CARF or similar accreditation organization;

   1.3.4. Review of listing surveys from accreditation organizations to determine pending lawsuits;

   1.3.5. Review by Provider’s ethics and standards advisory board.

2. **Implementation for Client.**

21. Client agrees to the following implementation plan for those in need through the following channels:

   2.1.1. Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the “URL”). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if
applicable), in a form acceptable to Provider. With respect to the use by Client, or by
Client’s agents or employees, of the Branded Site or the Services, Client agrees to comply,
and to cause its employee and agents to comply with The Family Educational Rights and

2.1.2. Provider will provide the URL to the Client Community to
include: mental health team, counselors, principals, HR directors, PTAs, students, and
parents.

2.1.3. Provider to set up onsite or virtual walk through of the Services
so the Client Community knows about the features and functionality of the Services.

2.1.4. Provider to assist in implementing the URL on school websites
and the Client site as a resource for parents and students, as desired. Provider grants Client
a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide
a hypertext reference link ("Link") to the initial, top level display of the Branded Site, as
identified by the URL solely for the purpose of linking any website owned or controlled
by Client to the Branded Site during the term of this agreement.

2.1.5. Provider to provide backpack mailer templates and email/text
templates for delivery each quarter or four (4) times per year so people are reminded there
is a tool that is confidential for anyone in need.

2.1.6. Provider will provide professional development, training,
coaching and on-going support to key stakeholders to include, but is not limited to: mental
health team, psychologists, counselors, assistant principals, principals, Human Resources
staff, district leadership and Parent-Teacher Associations.

2.1.7. Onboarding district staff requires (2-4) 30-40 minute sessions to
get set up and showcase how the system works.

2.1.8. No Third-Party Beneficiaries. This Agreement is solely for the
benefit of the Parties and does not confer upon third parties any right, claim, remedy or
cause of action. Any benefit to any third party is incidental. Provider is not a mental health
services provider, and does not provide mental health or other health care services to
patients. Rather, Provider acts solely as a care coordinator by connecting families and
students from K-12 schools or similar settings to appropriate mental health services
providers.

3. **Term of Agreement.**

3.1 The initial term of this Agreement (the “Term”) will begin on March 1, 2021
and continue through June 30, 2021 The parties may agree to in writing to extend the
agreement for an additional twelve (12) months effective July 1, 2021 to June 30, 2022
(“Renewal Term”).
3.2 At any time, Client can cancel the Agreement after 30-days’ written notice to the Provider.

4. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. **Currency.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. **Compensation.** For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

   - March 1, 2021 – June 30, 2021: cost will be $64,554 (based on 77,465 students).
   - If the district decides to renew the Agreement, the annual cost to the Client will be $2.50 per student per year and will cover all parents, students, and staff.
   - The amounts set forth above shall be earned by Provider when paid and shall not be subject to proration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term, unless terminated for cause. In such event, Provider will be paid for services actually received and will reimburse Client any amount paid for services not performed. A termination for cause is a termination for a material breach of this Agreement not corrected after fifteen (15) days written notice by Client to Provider.

7. **Notices.** All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

   **If to the Client:**  
   Fort Worth Independent School District  
   100 N. University  
   Fort Worth, TX 76107  
   Attention: Dr. Kent Paredes Scribner – Superintendent  
   Email: kent.scribner@fwisd.org

   **If to the Provider:**  
   Addiction Treatment Technologies, LLC DBA: Care Solace  
   669 2nd Street Suite 100  
   Encinitas, CA 92024  
   Attention: Chad A.Castruita  
   Email: chad@caresolace.org
Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

8. **Dispute Resolution**

8.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

8.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of Texas. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Texas.

9. **Indemnification**

9.1 Each Party (the “Indemnifying Party”) to the extent allowed by law and without waiver of any immunity or defense, shall at all times indemnify and hold harmless the other Party and said other Party’s successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the “Indemnified Parties”) from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney’s fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party’s obligations under this indemnity contract shall survive the completion or termination of the project.

9.2 During the term of this Agreement, Provider shall obtain and maintain commercial general liability insurance and Errors & Omissions (E&O) insurance, with policy limits having minimum coverage of $2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Client as an "Additional Insured."

10. **Conflict of Interest Provision**. Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

11. **Privacy Policy/Terms of Use**. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.
12. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

13. **Assignment.** The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

14. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

15. **Titles/Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

16. **Governing Law.** It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

17. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

19. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

20. **Authority to Execute Agreement.** Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

--- SIGNATURE PAGE TO FOLLOW ---
IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC DBA: Care Solace (“Provider”)

Printed Full Name: Chad A. Castruita
Title: CEO
Signature: ____________________________

Ft. Worth ISD (“Client”)

Printed Full Name: ____________________________
Title: ____________________________
Signature: ____________________________
Board Approval Date: ________________
ACTION AGENDA ITEM
BOARD MEETING
February 23, 2021

TOPIC: APPROVE PROPOSED ADMINISTRATIVE COMPLIANCE ORDER ON CONSENT, UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 6, DOCKET NO. RCRA-06-2020-0965, IN THE MATTER OF FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:
The Environmental Protection Agency (EPA), Region 6, conducted an investigation on solid waste and hazardous waste. EPA, Region 6, alleges that the District failed to comply with certain manifest requirements for certain solid waste and hazardous waste. EPA, Region 6, proposed an Administrative Compliance Order on Consent to address the allegations and compliance terms.

On October 20, 2020, the Fort Worth Independent School District Board of Trustees took action to approve the proposed Administrative Compliance Order on Consent. Following Board approval, the EPA, Region 6, amended the proposed order on consent to comply with Executive Order 13892 related to the District's engagement in a process in which the EPA provided the District an opportunity to appeal determinations made during the investigation. Due to this change, the District seeks approval of the amended proposed Administrative Compliance Order on Consent.

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:
FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

United States Environmental Protection Agency, Region 6

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District

RATIONALE:

EPA Region 6 has proposed an updated Administrative Compliance Order on Consent to address the allegations and compliance terms. The District will now comply with certain manifest requirements for certain solid waste and hazardous waste. There is no cost for the District.

INFORMATION SOURCE:

Cynthia Rincon
Art Cavazos
Statutory Requirements

“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 Law. 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 is posted and filed in compliance with the Open Meetings Law on February 19, 2021, at 6:15 PM.”

Christian Alvarado
Coordinator
Board of Education