Notice is hereby given that on Tuesday, June 28, 2022, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas. Face masks are optional but recommended when attending this meeting. Video of the meeting will be livestreamed on the Fort Worth ISD Live YouTube Channel. A video recording of each meeting will also be posted the following day on Spectrum (Charter) Channel 192 and AT&T U-verse 99. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the Board of Education Webpage and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email amanda.coleman@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, June 27, 2022.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

*Amended
1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (OTHER)

2. PLEDGES (OTHER)

3. RECOGNITIONS (OTHER)

4. PUBLIC COMMENT (S and T)

5. CANVASS VOTES OF JUNE 18, 2022 ELECTION FOR SINGLE MEMBER DISTRICT 4 (S and T)
6. APPROVE CANVASS CERTIFICATION OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4 (S and T)

7. APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4 (S and T)

8. SWEARING IN AND OATH OF OFFICE FOR TRUSTEE, SINGLE MEMBER DISTRICT 4 (S and T)

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)

10. EXECUTIVE SESSION (S and T)
    The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.
    A. Seek the Advice of Attorneys (Texas Government Code §551.071)
        1. Update on Deliberations for the Appointment and Employment of a Superintendent
    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 - BOARD ROOM (OTHER)

12. REPORTS/PRESENTATIONS (OTHER)
    A. 2022 - 2023 Compensation Plan
    B. 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

13. CALL PUBLIC HEARING TO ORDER (S and T)
    A. Public Hearing to Discuss the 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund
B. Public Comment on the 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

14. CLOSE PUBLIC HEARING (S and T)

15. ACTION AGENDA ITEMS (S and P)

* A. Approve Compensation Plan for the 2022-2023 School Year
* B. Approve Adoption of the Proposed 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

16. DISCUSSION OF CONSENT AGENDA ITEMS (S and P)

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

A. Board of Education Meeting Minutes
  1. May 17, 2022 - Special Minutes
  2. May 24, 2022 - Regular Minutes

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases $50,000 and More
  1. Approve Additional Funds for an Alternative Shuttle Service
  2. Approve Additional Funds for Trash and Recycle Dumpster Services Through June 30, 2022
  3. Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School
  4. Approve Farrington Field Restroom Upgrade
  5. Approve Purchase of Specialists Preparation Program Participation
  6. Approve Purchase of Property, Boiler and Machinery, Terrorism (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles
  7. Approve Purchase of Touchless Water Fountains
  8. Approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service
9. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools

10. Approve Purchase of Marketing Services

11. Approve Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription Through Region 11 for the 2022 - 2023 School Year

12. Approve Conference Registration for Administrators, Instructional Leaders, and Teachers

13. Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 - 2023 School Year

14. Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network

15. Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 - 2023 School Year

16. Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year

17. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (ESSER)

18. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (Special Revenue)

19. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (Local)

20. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers

21. Approve and Award a Contract Renewal to an Absence Verification System

22. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year

23. Approve Contract with Leadership Academy Network and a Literacy / Educational Vendor to Provide Writing Instructions and Professional Development

24. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
25. Approve Renewal of the Educational Professional Services Agreement with Teach for America (TFA)
26. Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II Located at 601 East Northside Drive
C. Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students
D. Approve Memorandum of Understanding with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School
E. Approve Memorandum of Understanding between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men's Leadership Academy and Tarrant County College
F. Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM and VPA and Tarrant County College
G. Approve Increase in Purchase Card (P-CARD) Transaction Limits for District Operations
H. Approve Transition Program Participation Fees
I. Approve Budget Amendment for the Period Ending May 31, 2022
J. Approve First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)
K. Approve Second Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL), and FNCE(LOCAL)
L. Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program
M. Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
N. Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program
O. Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program
P. Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program
Q. Approve Authorization to Enter into Contracts for JOC Hazmat Abatement Services for the 2021 Capital Improvement Program
18. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)

19. EXECUTIVE SESSION (S and T)
The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

A. Seek the Advice of Attorneys (Texas Government Code §551.071)
   1. Consultation with District Legal Counsel Regarding Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21, and Offer of Resolution

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

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

20. RECONVENE IN REGULAR SESSION - BOARD ROOM (OTHER)

21. ACCEPT CONSENT AGENDA (S and P)

22. ACTION ITEMS (S and P)
   A. Item/Items Removed from Consent Agenda
   B. Personnel
      1. Executive Director of Purchasing

23. ACTION AGENDA ITEMS (S and P)
   A. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
   B. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
   C. Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B
   D. Approve Fort Worth Independent School District of Innovation Plan

307 309
E. Approve 2022 - 2023 Budget for the Leadership Academy Network / Texas Wesleyan University Management Team

F. Consider and Take Possible Action Regarding Resolution of Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21

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

24. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)

25. ADJOURN (OTHER)
TOPIC: Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4

BACKGROUND:

June 18, 2022, a runoff election was held for Fort Worth ISD Trustee District 4. Pursuant to Section 67.003 of the Election Code, canvassing of votes by the Fort Worth ISD Board of Education must occur no later than the 11th day after the uniform election day.

Pursuant to Sec. 67.004 of the Election Code, two (2) members of the authority constitute a quorum for the purpose of canvassing an election.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4
2. Decline to Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4

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

Fort Worth ISD Board of Education/Fort Worth ISD Division of Policy and Planning

RATIONALE:

Pursuant to Election Code Section 67.002 (2), a political subdivisions’s governing body must conduct the canvass of precinct returns within the timeframe dictated by Election Code Section 67.003.

INFORMATION SOURCE:

Karen Molinar
ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4

BACKGROUND:
June 18, 2022, registered voters of Single Member District 4 cast ballots to elect a member. The elected Trustee will serve on the Board of Education of the Fort Worth Independent School District for an unexpired term ending May 2025 or until a successor has been duly elected and qualified.

Prior to newly elected Board Trustees assuming their positions, the Board must officially canvass and certify the election results and then adopt a Resolution and Order Declaring the Results of the Election. After this Resolution and Order have been adopted, the newly elected officers will be issued a Certificate of Election, complete the required Statement of Elected Officer and take the Oath of Office.

STRATEGIC GOAL:
3 - Enhance Family and Community Engagement

ALTERNATIVES:
1. Approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4
2. Decline to Approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:
Approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
Fort Worth ISD Board of Education/Fort Worth ISD Division of Policy and Planning

RATIONALE:
Approval of the Resolution and Order Declaring Results of Trustee Elections is legally required before the additional steps necessary to install newly elected trustees can be performed.

INFORMATION SOURCE:
Karen Molinar
WHEREAS, on June 18, 2022, registered voters cast ballots in a runoff election to elect a District 4 Trustee for the Board of Education of Fort Worth Independent School District, for an unexpired term or until a successor has been duly elected and qualified; and

WHEREAS, precinct returns have been canvassed by this Board of Education as an official canvassing board; said returns having been officially certified.

THEREFORE, BE IT ORDERED AND RESOLVED by the Board of Education of the Fort Worth Independent School District that Wallace Bridges is declared duly elected District 4 Trustee; for an unexpired term for said position, or until a successor has been duly elected and qualified; and;

BE IT FURTHER ORDERED, that each elected Trustee be issued a Certificate of Election and take the Oath of Office as prescribed by law.

The above Resolution and Order being read; it was moved by _____________ and seconded by___________ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: ___ NO: ___

Passed, approved and adopted this 28 day of June, 2022.

_______________________________________
Tobi Jackson, President
Board of Education
Fort Worth Independent School District

ATTEST:

_______________________________________
Carin “CJ” Evans, Secretary
Board of Education
Fort Worth Independent School District
TOPIC: APPROVE COMPENSATION PLAN FOR THE 2022-2023 SCHOOL YEAR

BACKGROUND:

A decision on the Compensation Plan for the 2022-2023 will enable the District to continue to attract and retain the best employees to meet the needs of students in our community. Fulfillment of the mission to serve students will be enhanced by a significant increase in compensation for all employees for the upcoming school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% whichever is higher for Nurses, Counselors and Librarians; 4% Mid-Point Pay Increase for other staff; approved compensation study adjustments based on TASB recommendations; safeguards in place as presented in Compensation Proposal
2. Decline to Approve Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% whichever is higher for Nurses, Counselors and Librarians; 4% Mid-Point Pay Increase for other staff; approved compensation study adjustments based on TASB recommendations; safeguards in place as presented in Compensation Proposal
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% whichever is higher for Nurses, Counselors and Librarians; 4% Mid-Point Pay Increase for other staff; approved compensation study adjustments based on TASB recommendations; safeguards in place as presented in Compensation Proposal.

FUNDING SOURCE

All District Funds
COST:
Not-to-Exceed - $29,048,641 for All Funds

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 District Campuses and Departments

RATIONALE:
Additional compensation is expected to aid in the retention and recruitment of employees to serve students in Fort Worth ISD.

INFORMATION SOURCE:
Raúl Peña
TOPIC: APPROVE ADOPTION OF PROPOSED 2022-2023 BUDGETS FOR THE GENERAL FUND, DEBT SERVICE, AND CHILD NUTRITION FUND

BACKGROUND:

Section 44.002 of the Texas Education Code requires the Superintendent to prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year. The District must adopt a budget prior to June 30th annually with a July 1st fiscal year start date. Budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund must be included in the official District budget. The required Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate has been published within the time frame required by law and in accordance with the other legal requirements as contained in Section 44.004 of the Texas Education Code. Prior to this action agenda item, the District held a public hearing, presented the proposed 2022-2023 budgets, and provided the public the opportunity to comment on the proposed 2022-2023 budgets. Finally, the District has posted a summary of the proposed budget on the school District’s internet website in accordance with Section 44.0041 of the Education Code. Therefore, all prerequisites for the adoption of the 2022-2023 budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund have been met.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Adoption of Proposed 2022-2023 Budgets for the General Fund, Debt Service, and Child Nutrition Fund
2. Decline Adoption of Proposed 2022-2023 Budgets for the General Fund, Debt Service, and Child Nutrition Fund
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Adoption of Proposed 2022-2023 Budgets for the General Fund, Debt Service, and Child Nutrition Fund

FUNDING SOURCE: Additional Details

<table>
<thead>
<tr>
<th>Fund</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Food Services Fund</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Debt Services Fund</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
**COST:**

General Fund: $819,514,450 Expenditure Budget  
Food Services Fund: $46,327,532 Expenditure Budget  
Debt Service Fund: $120,472,163 Expenditure Budget

**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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All District Schools/Departments

**RATIONALE:**

Each of the proposed budgets outlines estimated revenue by object code, anticipated appropriations by function, and the effect on fund balance for the 2022-2023 fiscal year. The Education Code and State Board of Education require the adoption of budgets for the General Fund, Debt Service Fund, and the Child Nutrition Fund by June 30th annually and prior to the expenditure of funds starting on July 1st annually.

**INFORMATION SOURCE:**

Carmen Arrieta Candelaria
### 2022-2023 Proposed Budgets

#### General Fund, Debt Service Fund and Food Service Fund

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>Estimated Revenue</th>
<th>General Fund 199</th>
<th>Debt Service Fund 599</th>
<th>Food Service Fund 701</th>
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<tr>
<td>5700</td>
<td>Local</td>
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<td>5900</td>
<td>Federal</td>
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<td>43,121,426</td>
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<td>7900</td>
<td>Other Resources</td>
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<tr>
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<td><strong>Total Estimated Revenue</strong></td>
<td><strong>779,132,132</strong></td>
<td><strong>149,427,644</strong></td>
<td><strong>46,327,532</strong></td>
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<table>
<thead>
<tr>
<th>Function</th>
<th>Estimated Appropriations</th>
<th>General Fund 199</th>
<th>Debt Service Fund 599</th>
<th>Food Service Fund 701</th>
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<tr>
<td>11</td>
<td>Instruction</td>
<td>451,199,513</td>
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<tr>
<td>12</td>
<td>Instruction Resources and Media Serv.</td>
<td>12,453,876</td>
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<td>13</td>
<td>Curriculum and Instructional Staff Develop.</td>
<td>11,588,543</td>
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<td>21</td>
<td>Instructional Administration</td>
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<td>23</td>
<td>School Administration</td>
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<td>Guidance and Counseling Services</td>
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<td>Social Work Services</td>
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<td>Health Services</td>
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<td>Student Transportation</td>
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<td>Food Services</td>
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<td>Security and Monitoring Services</td>
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<td>Data Processing Services</td>
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<td>Community Services</td>
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<td>71</td>
<td>Debt Service</td>
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<td>120,472,163</td>
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<td>81</td>
<td>Facilities Acquisition &amp; Construction</td>
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<td>-</td>
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<td>Payments to Juvenile Justice Alt Ed Prog.</td>
<td>97,629</td>
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<td>97</td>
<td>Tax Increment Financing</td>
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<tr>
<td>99</td>
<td>Other Intergovernmental Charges</td>
<td>3,000,000</td>
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<td>-</td>
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<tr>
<td></td>
<td><strong>Total Estimated Appropriations</strong></td>
<td><strong>819,514,450</strong></td>
<td><strong>120,472,163</strong></td>
<td><strong>46,327,532</strong></td>
</tr>
</tbody>
</table>

**Excess Revenue/Appropriations and Change in Fund Balance**

<table>
<thead>
<tr>
<th></th>
<th>General Fund 199</th>
<th>Debt Service Fund 599</th>
<th>Food Service Fund 701</th>
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</thead>
<tbody>
<tr>
<td>(40,382,318)</td>
<td>28,955,481</td>
<td>-</td>
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</table>

**Fund Balance - Beginning (Audited 2021)**

<table>
<thead>
<tr>
<th></th>
<th>General Fund 199</th>
<th>Debt Service Fund 599</th>
<th>Food Service Fund 701</th>
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<tbody>
<tr>
<td>281,399,838</td>
<td>58,270,492</td>
<td>5,389,942</td>
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**Fund Balance - Ending (Unaudited)**

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<tr>
<th></th>
<th>General Fund 199</th>
<th>Debt Service Fund 599</th>
<th>Food Service Fund 701</th>
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<tbody>
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<td>241,017,520</td>
<td>87,225,973</td>
<td>5,389,942</td>
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</table>
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 special meeting on May 17, 2022.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on May 17, 2022, that the Board of Education of the Fort Worth Independent School District held a special meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071

2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072

3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073

4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074

5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076

6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082

7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.
This notice was posted and filed in compliance with the Open Meetings Law on May 13, 2022, at 10:30 a.m. /s/ Christian Alvarado Coordinator Board of Education

RETURN OF THE MEETING MAY 17, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 13, 2022, at the Fort Worth Independent School District Administration Building, Fort Worth, Texas.

Given under my hand on May 13, 2022. /s/ Christian Alvarado Coordinator Board of Education

The following Board Members were present:
School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3 (Arrived at 5:40 p.m.)
School Board Secretary Carin "CJ" Evans, District 5 (Vacant), District 4
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9

The following Trustee-Elect was present:
Camille Rodriguez

The following administrators were present:
Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Sherry Breed, Chief of Equity and Excellence
Marcy Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
David Saenz, Chief of Innovation
Raúl Peña, Chief Talent Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Vicki Burris, Chief of Capital Improvement Program
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

1. 5:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER)
President Jackson called the special meeting to order at 5:30 p.m.

Senior Communications Officer, Barbara Griffith, led the pledges before transitioning to Recognitions.

2. **RECOGNITIONS (OTHER)**

   A. **Southwest High School Robotics Team**

       Executive Director of External Emergency and Communications, Claudia Garibay, recognized the Southwest High School JROTC Robotics Team and Instructors: Lieutenant Colonel George Vinzant and Sergeant First Class Raymond Enriquez.

   B. **Middle School and High School Student Athletes**

       Claudia Garibay and Barbara Griffith recognized middle school and high school student athletes, coaches, and parents that were present.

       President Jackson called for a five (5) minute break at 5:48 p.m. before transitioning to Public Comment.

3. **PUBLIC COMMENT (S and T)**

   President Jackson reconvened the special meeting at 6:29 p.m. and commenced Public Comment.

   **Speakers:**
   Carlos Turcios
   Amy Super
   Hollie Plemons
   Dr. Michael Bell
   Meloni Skinner
   Margaret Cowan
   Debrah Jackson
   Alisa Williams
   Steven Poole

4. **CANVASS VOTES OF MAY 7, 2022 ELECTION FOR SINGLE MEMBER DISTRICTS 1 AND 4 (S and T)**

   The trustees reviewed the election returns from the May 7, 2022 School Board Special Election.

5. **APPROVE CANVASS CERTIFICATION OF MAY 7, 2022 SPECIAL TRUSTEE ELECTION FOR DISTRICTS 1 AND 4 (S and T)**

   President Jackson read the votes for the Special Trustee Election for Districts 1 and 4 as follow:

   Single Member Trustee District 1:
Aaron Garcia received 614 votes and Camille Rodriguez received 771 votes.

Single Member Trustee District 4:
Wallace Bridges received 555 votes, Brian J. Dixon received 707 votes and Trischelle A. Strong received 229 votes.

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Canvass Certification of May 7, 2022 Special Trustee Election for Districts 1 and 4.

The motion was unanimously approved.

6. **APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF MAY 7, 2022 SPECIAL TRUSTEE ELECTION FOR DISTRICTS 1 AND 4 (S and T)**

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve Resolution and Order Declaring Results of May 7, 2022 Special Trustee Election for Districts 1 and 4.

The motion was unanimously approved.

7. **SWEARING IN AND OATH OF OFFICE FOR TRUSTEE, SINGLE MEMBER DISTRICT 1 (S and T)**

Trustee-Elect Camille Rodriguez read the Statement of Officer and signed it. Afterwards, Judge Maryellen Hicks administered the Oath of Office and sworn Trustee-Elect Camille Rodriguez as District 1 Board Member.

8. **APPROVE ADOPTION OF RESOLUTION AND ORDER OF RUNOFF ELECTION (S and T)**

Motion was made by CJ Evans, seconded by Camille Rodriguez, to approve Adoption of Resolution and Order of Runoff Election for District 4.

During discussion, CJ Evans requested a brief recess for legal consultation before voting on this item.

President Jackson called for a brief recess at 6:47 p.m. for legal consultation.

President Jackson reconvened the special meeting at 6:52 p.m.

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve Adoption of Resolution and Order of Runoff Election for District 4.

The motion was unanimously approved.

9. **RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)**

President Jackson announced Agenda Items 9, 10, and 11 were not required and moved to Agenda Item 12.

10. **EXECUTIVE SESSION (S AND T)** The Board will convene in closed session as
A. Seek the Advice of Attorney (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 Causes 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 SPECIAL MEETING - BOARD ROOM (OTHER)

12. ACTION ITEMS (S and P)

A. Approve Renew and Award Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2022 - 2023 Contract Year, Including but Not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Executive Directors, Assistant Superintendents, and Executive Officers

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Renew and Award Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2022 - 2023 Contract Year, Including but Not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Executive Directors, Assistant Superintendents, and Executive Officers.

The motion was unanimously approved.

B. Approve Authorization for the Superintendent, or Designee, to Obtain a City of Fort Worth Permit for the Renovation of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

Motion was made by CJ Evans, seconded by Anne Darr, to approve Authorization for the Superintendent, or Designee, to Obtain a City of Fort Worth Permit for the Renovation of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.

The motion was unanimously approved.

The following Board members made announcements before adjourning the special meeting:

Tobi Jackson
13. **ADJOURN (OTHER)**

The meeting was adjourned at 7:01 p.m.

/s/ Christian Alvarado  
Board of Education

Video of the meeting is available on the Board of Education website at [http://www.fwisd.org](http://www.fwisd.org)
MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on May 24, 2022.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on May 24, 2022 that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071

2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072

3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073

4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074

5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076

6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082

7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.
This notice was posted and filed in compliance with the Open Meetings Law on May 20, 2022 at 5:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MAY 24, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 20, 2022, at the Fort Worth Independent School District Administration Building, Fort Worth, Texas.

Given under my hand on May 20, 2022

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:
School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
School Board Secretary Carin "CJ" Evans, District 5 (Vacant), District 4
Trustee Camille Rodriguez, District 1
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8
Trustee Roxanne Martinez, District 9

The following administrators were present:
Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Sherry Breed, Chief of Equity and Excellence
Marcey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
David Saenz, Chief of Innovation
Raúl Peña, Chief Talen Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Vicki Burris, Chief of Capital Improvement Program

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

President Jackson called the meeting to order at 5:30 p.m.
2. **PLEDGES (OTHER)**

Executive Director of External and Emergency Communications, Claudia Garibay, led the pledges.

President Jackson requested a moment of silence for the community of Uvalde, Texas.

3. **RECOGNITIONS (OTHER)**

   A. **Seasons of Change**

   Claudia Garibay gave the *Seasons of Change* recognition. Several personnel from the organization were recognized and the Board presented a plaque those present.

   B. **District Teachers of the Year Finalists and the Two Winners; H-E-B Secondary Lifetime Achievement Award**

   Claudia Garibay continued with the *District Teachers of the Year Finalists and Two Winners; H-E-B Secondary Lifetime Achievement Award* recognition with the assistance of the Senior Communications Officer, Barbara Griffith.

   C. **National Nurses Week, May 6 - 12, "Bridging Healthcare and Education"**

   Claudia Garibay and Barbara Griffith gave the *National Nurses Week* recognition and several school nurses were recognized.

   D. **University Interscholastic League (UIL) State Qualifiers in Track and Field Championships**

   Two (2) high school students, their respective coaches, and parents were recognized during the *University Interscholastic League State Qualifiers in Track and Field Championships* recognition.

   E. **Special Olympics**

   The Special Olympics Students, their respective coaches, and parents were recognized during the *Special Olympics* recognition.

   President Jackson called for a five (5) minute break at 5:46 p.m. before transitioning to Reports/Presentations.

4. **REPORTS/PRESENTATIONS (OTHER)**

President Jackson reconvened the meeting at 5:58 p.m. and commenced the Reports/Presentations.

   A. **Facility Master Planning Update**
Superintendent Kent Scribner presented the *Facility Master Planning Update* report to the Board.

B. **2022 - 2023 Budget Development Update**

Chief Financial Officer, Carmen Arrieta-Candelaria, and Senior Officer of Budget and Finance, David Johnson gave the *2022 -2023 Budget Development Update* report.

5. **PUBLIC COMMENT (S and T)**

Speakers:
- Michael Crain
- Ernie Moran
- Wanda McKinney
- Miriam Lambert
- Alexis Gonzalez
- Kyle Reopelle
- Ricardo Gonzalez
- Hollie Plemons
- Todd Daniel
- Estella Williams
- Amie Super
- Kerri Reyhmeyer
- Joe Palmer
- Meredith Bowman
- Hector Maldanado

6. **DISCUSSION OF CONSENT AGENDA ITEMS (S and P)**

Consent Agenda Item 7.B.16. *Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year* was pulled from Consent Agenda.

CJ Evans mentioned she will recuse herself from voting on Consent Agenda Item B.14. *Approve Qualification of Firms for the Provision of Legal Services.*

CJ Evans had a question on B.18. *Approve Renewal of Food Service Management Company Contract for the 2022 - 2023 School Year.*

Michael Ryan requested to pull Consent Agenda Item 7.G. *Approve Board Appointments to the District Advisory Committee (DAC) and be added to the June 28, 2022 Board Meeting.*

Camille Rodriguez had a question on Consent Agenda 7.B.19. *Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fee Associated with Operating the Camp.*

Camille Rodriguez had questions on the following Consent Agenda Items and requested to pull them from Consent Agenda and be added to Action Items for separate votes.

Consent Agenda Item 7.B.3. *Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at*
the District's Facility Located at 7060 Camp Bowie Boulevard Fort Worth, Texas.


Roxanne Martinez made a comment on Consent Agenda Item 7.B.19. Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fee Associated with Operating the Camp.

Roxanne Martinez had a question on Consent Agenda Item 7.B.2. Approve Ratification of Purchase of Mobile Routers.

7. **CONSENT AGENDA ITEMS (S and P)** (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. April 26, 2022 - Regular Minutes

   2. April 28, 2022 - Special Minutes

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

   1. Approve Ratification to Provide School Supplies for Elementary Schools for Students Enrolled for the 2022 - 2023 School Year

      School Supplies for Elementary Schools

   2. Approve Ratification of Purchase of Mobile Routers

      Mobile Routers

   3. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District’s Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

      Build Back Services

   4. Approve Authorization for the Superintendent, or Designee, to Enter into a Contract for the Test and Balancing and the Commissioning of the Heating,
Ventilation, and Air Conditioning (HVAC) Equipment and Systems to be Installed at 7060 Camp Bowie Boulevard, Fort Worth, Texas

5. Approve Construction of a New Parking Lot at M.G. Ellis

6. Approve Replacement for Playground Structure at Briscoe Elementary School

7. Approve Funds for a New Playground at S.S. Dillow Elementary School

8. Approve Fuel Supply and Storage Management Services


10. Approve Literacy Cohort 2 English Language Arts and Reading Kits for Two Additional Campuses

11. Approve Additional Costs for Purchase of Data Security Platform

12. Approve Purchase of Trash and Recycle Dumpster Services

13. Approve Purchase of a Customizable Curriculum for the Art Department

14. Approve Qualification of Firms for the Provision of Legal Services
15. Approve Contract for Comprehensive Early Learning Strategy Planning
   - Early Learning Strategy Planning

16. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year
   - Wraparound Services

17. Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities for the 2022 - 2023 School Year
   - Data Management System

18. Approve Renewal of Food Service Management Company Contract for the 2022 - 2023 School Year
   - Food Service Management

19. Approve Interlocal Agreement with the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
   - Mobile Recreation Summer Day Camp

20. Approve Memorandum of Understanding with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School
   - P-TECH Academy at Success High School

C. Approve Memorandum of Understanding with Independent Electrical Contractors to Provide a Training Program at Trimble Tech High School
   - Electrical Contractors

D. Approve Memorandum of Understanding to Continue Partnership with the Tarrant To and Through Partnership
   - Tarrant to and Through Partnership

E. Approve Authorization for Superintendent to Negotiate and Enter a Parking Construction and Lease Agreement for Fire Station #10
   - Fire Station #10 Parking - Revised Board Item

F. Approve First Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(LOCAL)
G. Approve Board Appointments to the District Advisory Committee (DAC)

Board Policies

District Advisory Committee

H. Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B

TASB Board of Directors

I. Approve Minutes for the March 3, 2022 and April 14, 2022 Racial Equity Committee Meetings

REC Minutes

J. Approve Budget Amendment for the Period Ending April 30, 2022

Budget Amendment

K. Approve Quarterly Investment Report for the Period: January 1, 2022 - March 31, 2022

Quarterly Investment

L. Approve Attendance Boundary Adjustments for the Westpark Relief Elementary School

Westpark Relief Elementary School

M. Approve Replacement Elementary Campus Sites for the 2021 Bond Program

Replacement Elementary Campus Sites

N. Approve Additional Spending Authority for Furniture, Fixture, and Equipment (FF&E) for Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program

Spending Authority Arlington Heights High School

O. Approve Closeout Contract with Turner Construction Company for Job #004-201 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

Closeout Contract with Turner Construction

P. Approve Closeout Contract with DWW Abatement, Inc. for Job #006-202 Competitive Sealed Proposal ((CSP) #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
Q. Approve Authorization to Enter into Contracts for Geotechnical Engineering Services for the 2021 Capital Improvement Program
   Geotechnical Engineering Services

R. Approve Authorization to Enter into Contracts for Surveying Services for the 2021 Capital Improvement Program
   Surveying Services

S. Approve Authorization to Enter into Contracts for Environmental and HAZMAT Consultant Services for the 2021 Capital Improvement Program
   HAZMAT Consultant Services

T. Approve Authorization to Enter into Contracts for Roof Consulting Services for the 2021 Capital Improvement Program
   Roof Consulting

U. Approve Authorization to Enter into Contracts for MEP and Commissioning Services for the 2021 Capital Improvement Program
   MEP and Commissioning Services

V. Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services for the 2021 Capital Improvement Program
   Test and Balance Services

W. Approve Minutes for the January 24, 2022 Citizens’ Oversight Committee Meeting for the 2017 Capital Improvement Program
   COC Minutes

8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)

   The meeting was recessed at 8:29 p.m. to move into Executive Session.

9. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.
   
   A. Seek the Advice of Attorneys (Texas Government Code §551.071)
B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Culinary Arts, Hospitality and Tourism, and Professional Communications

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM (OTHER)

The meeting was reconvened at 9:48 p.m.

11. ACCEPT CONSENT AGENDA (S and P)

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Consent Agenda with the following Exceptions:


Consent Agenda Items Pulled:
Consent Agenda Item 7.G. Approve Board Appointments to the District Advisory Committee (DAC).


Consent Agenda Items Pulled and moved to Action Items for Separate Votes:
Consent Agenda Items 7.B.3 Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.


The motion was unanimously approved.

12. ACTION ITEMS (S and P)
A. **Item/Items Removed from Consent Agenda**

Approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District’s Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve Authorization for the Superintendent, or Designee, to Enter into a Contract with a Construction Manager at Risk (CMAR) for Guaranteed Maximum Price (GMP) Package No.2 for Renovation/Build Back Services to be Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.

The motion was unanimously approved.

Approve Additional Costs for Purchase of Data Security Platform

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Additional Costs for Purchase of Data Security Platform.

Before action was taken, Camille Rodriguez made a substitute motion to Keep the Agreement at One (1) Year.

Motion was made by Camille Rodgriuez, seconded by Tobi Jackson, to approve Keep the Agreement at One (1) Year.

The motion failed.

Yes: Camille Rodgriuez, and Michael Ryan.

No: Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Additional Costs for Purchase of Data Security Platform.

The motion was approved.

Yes: Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.

No: Camille Rodgriuez, and Michael Ryan.

Approve Contract for Comprehensive Early Learning Strategy Planning

Motion was made by Anael Luebanos, seconded by Anne Darr, to approve Contract for Comprehensive Early Learning Strategy Planning.

Before action was taken, Camille Rodriguez made a substitute motion to Delay the Vote Until a New Superintendent is in Place.
Anne Darr and President Jackson made comments before voting on the substitute motion.

Motion was made by Camille Rodgriuez, seconded by Michael Ryan, to approve Delay the Vote Until a New Superintendent is in Place.

The motion failed.

Yes: Camille Rodgriuez, Tobi Jackson, and Michael Ryan.
No: Quinton Phillips, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.

Motion was made by Anael Luebanos, seconded by Anne Darr, to approve Contract for Comprehensive Early Learning Strategy Planning.

The motion was approved.

Yes: Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.
No: Camille Rodgriuez, and Michael Ryan.

B. Personnel

There was no personnel appointments.

13. ACTION AGENDA ITEMS (S and P)

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

No action was taken on this item.

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

No action was taken on this item.

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

No action was taken on this item.

D. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this item.

E. Approve School District Teaching Permit for Non-Core Career and Technical
Teaching Permit

Motion was made by Quinton Phillips, seconded by Michael Ryan, to approve School District Teaching Permit for Non-Core Career and Technical Education (CTE) Courses at O.D. Wyatt High School.

The motion was unanimously approved.

By mutual agreement, the FNG Level III complaints referenced in Items 13. F. and G. were combined and one hearing was held before the Board.

F. Consider the Complaint Hearing of Meredith Bowman (Convene in Closed Session, if Necessary)

1. 10 Minutes - Presentation by Complainant and/or Representative(s)

2. 10 Minutes - Presentation by District Representative

3. 10 Minutes - Questions from Board Members

4. 10 Minutes - Board Deliberation

5. Render Decision, if any, on the Complaint Hearing (In Open Session)

The advice of counsel is that the Board to upholds level II decision; however, the Board would like to inform administration is already looking into the processes and procedures with respective to student surveys and the Board would like to request a presentation to itself and to the community regarding processes and procedures on student surveys before they are conducted for the next school year.

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Render Decision, if any, on the Complaint Hearing (In Open Session).

The motion was unanimously approved.

G. Consider the Complaint Hearing of Hollie Plemons (Convene in Closed Session, if Necessary)

1. 10 Minutes - Presentation by Complainant and/or Representative(s)

2. 10 Minutes - Presentation by District Representative

3. 10 Minutes - Questions from Board Members

4. 10 Minutes - Board Deliberation
5. Render Decision, if any, on the Complaint Hearing (In Open Session)

The advice of counsel is that the Board to upholds level II decision; however, the Board would like to inform that the Administration Team is already looking into the processes and procedures with respective to student surveys and the Board would like to request a presentation to itself and to the community regarding processes and procedures on student surveys before they are conducted next school year.

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Render Decision, if any, on the Complaint Hearing (In Open Session).

The motion was unanimously approved.

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

The following trustee made a comment:

Anne Darr.

The meeting was recessed at 11:30 p.m. to move into Executive Session.

The meeting was reconvened at 12:06 a.m.

15. ADJOURN (OTHER)

The meeting was adjourned at 12:06 a.m.

/s/ Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at http://www.fwisd.org
TOPIC: APPROVE ADDITIONAL FUNDS FOR AN ALTERNATIVE SHUTTLE SERVICE

BACKGROUND:

On February 22, 2022, the Board approved a not-to-exceed amount of $100,000 for the use of an alternative shuttle service. The shuttle service is primarily used to comply with the McKinney-Vento Act regarding the transportation of homeless students who live outside of the Fort Worth ISD attendance area. An unforeseen rising number of students using this service has led to outstanding invoices for this school year exceeding the board approved limit. A request for an additional not-to-exceed amount of $100,000 is requested to cover these costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Funds for an Alternative Shuttle Service
2. Decline to Approve Additional Funds for an Alternative Shuttle Service
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Funds for an Alternative Shuttle Service

FUNDING SOURCE: Additional Details

General Fund

199-34-6299-001-999-99-434-000000

COST:

$100,000 (Additional Requested and Not-to-Exceed the Total of $200,000)
VENDOR:
American Logistics Company, LLC Agreement

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 Omina Partners - Region 4, Contract RFP#19-04. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Campus
Transportation Department

RATIONALE:

The shuttle service supports the transportation needs of homeless students, as well as hard to serve trips.

INFORMATION SOURCE:

Joseph Coburn
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #</th>
<th>Invoice Date</th>
<th>Invoice #</th>
<th>Invoice Amount</th>
</tr>
</thead>
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<tr>
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<td>26122</td>
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<td>ALC</td>
<td>26122</td>
<td>5/29/2022 estimate</td>
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<td>$12,000.00</td>
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</tbody>
</table>

$85,552.50
Alternative Student/Customer Transportation
Executive Summary

**Lead Agency:** Region 4 Education Service Center

**Solicitation:** RFP #19-04

**RFP Issued:** January 23, 2019

**Pre-Proposal Date:** February 5, 2019

**Response Due Date:** February 26, 2019

**Proposals Received:** 2

**Awarded to:** ALC Schools, LLC

The Region 4 ESC Procurement Office issued RFP #19-04 on January 23, 2019, to establish a national cooperative contract for Alternative Student/Customer Transportation.

The solicitation included cooperative purchasing language in Section I - Scope of Work and Exhibit A.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On February 26, 2019 proposals were received from the following offerors:

- Adroit
- ALC Schools, LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee selected ALC Schools, LLC and proceeding with a contract award.

Region 4 ESC, OMNIA Partners, Public Sector and ALC Schools, LLC successfully negotiated a contract, and Region 4 ESC executed the agreement with a contract effective date of January 1, 2020.

Contract includes:
• Comprehensive range of vehicles from sedans to large buses with options for side ramps and rear lift gates
• 24-hour live centralized dispatch
• Nationwide coverage
• Customized/flexible solutions
• GPS routing and accountability
• Twenty (20) years of experience
• Focused on safety and customer service

Term:
Initial three-year agreement from January 1, 2020 through December 31, 2022 with the option to renew for two (2) additional one-year periods through December 31, 2024.

Pricing/Discount:
• Customized billing options
• Proration of trips
• See pricing details for more information

OMNIA Partners, Public Sector Web Landing Pages:
https://www.omniapartners.com/publicsector/contracts/supplier-contracts/american-logistics-company-llc
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE ADDITIONAL FUNDS FOR TRASH AND RECYCLE DUMPSTER SERVICES THROUGH JUNE 30, 2022

BACKGROUND:

On September 25, 2018, the Board approved an increase in the annual expenditure for trash and dumpster services from $500,000 to $550,000. In the 2021-2022 school year the need for dumpsters increased due to construction, campus moves, campus closures, and the decentralization of the administration buildings. The increase requires additional funds of $200,000 to pay the amount owed to the vendor for services rendered through June 30, 2022, which is the end of the contract period in accordance with RFP #12-145.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Funds for Trash and Recycle Dumpster Services through June 30, 2022
2. Decline to Approve Additional Funds for Trash and Recycle Dumpster Services Used through June 30, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Funds for Trash and Recycle Dumpster Services Used through June 30, 2022

FUNDING SOURCE: Additional Details

General Fund 199-51-6299-001-999-99-451-000000

COST:

$200,000 (Additional Requested and Not-to Exceed the Total of $750,000)

VENDOR:

Waste Management of Texas, Inc.
PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 12-145
Number of Bid/Proposals received: 2
HUB Firms: 0
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. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Schools and Facilities
District Operations

RATIONALE:

Dumpster and recycle services are required to manage waste.

INFORMATION SOURCE:

Joseph Coburn
<table>
<thead>
<tr>
<th>Row Labels</th>
<th>Sum of INVOICE AMOUNT</th>
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<td>Requested Additional Amount</td>
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TOPIC: APPROVE CONSTRUCTION OF HARDSCAPE, LANDSCAPE, AND IRRIGATION AT THE FRONT ENTRY OF DAGGETT ELEMENTARY SCHOOL

BACKGROUND:

In the summer of 2021, concrete was installed to provide an area for parents to wait for their children in the front of the school. The Parent Teacher Association (PTA) and the neighboring Homeowners Association felt a more practical and aesthetic solution was necessary. To this end, a landscape architect was hired to design a solution that was agreeable to all parties involved. A design was created that will retain about 50% of the existing concrete, a connecting sidewalk to a side street, pavers at the street along the parkway, sod, and irrigation.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School
2. Decline to Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School

FUNDING SOURCE: Additional Details

TRE 198-51-6299-001-119-99-501-000000
COST:
$167,870.15

VENDOR:
308 Construction

PURCHASING MECHANISM:

Bid/RFP/RFQ

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 Interlocal Purchasing System, Contract 200201. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Daggett Elementary School
District Operations

RATIONALE:

The design will provide an aesthetically pleasing and practical place where parents can wait for their children

INFORMATION SOURCE:

Joseph Coburn
From: Chris Flowers
308 Construction, LLC
214-492-9950
940-387-4002
main@308gc.com
cflowers@308gc.com

308 is glad to provide you this proposal for Brian Mathis/Dagget Elementary
Please see the details below regarding your scope and cost.

<table>
<thead>
<tr>
<th>Title</th>
<th>Code</th>
<th>Description</th>
<th>Qty / Unit</th>
<th>Unit Price</th>
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<td>General Requirements Portable Toilet, Disposal and Haul off, Field Supplies, Field Tools and Rental Equipment, Misc. Supplies.</td>
<td>1</td>
<td>1,308.00</td>
<td>$1,308.00</td>
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<td>Project Management and Project Coordination</td>
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<td>Project Management and Project Coordination</td>
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<td>Site Demolition/Earthwork</td>
<td>32000</td>
<td>Site Demolition, Removal of Concrete Sidewalks, Minor Prep and Grading for sidewalks, Remove Concrete Seat walls, Remove Flag Pole Remove all existing Concrete</td>
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<td>6,703.50</td>
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<tr>
<td>Landscape/ Irrigation Improvements</td>
<td>32000</td>
<td>Landscaping, install sod and seeding, Aerate all areas called out for sod prep, minor grading, supply and install new pavers in designated area,</td>
<td>1</td>
<td>72,277.90</td>
<td>$72,277.90</td>
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</table>
supply and install new crushed granite in designated area, Perform proper irrigation repairs as needed per the plans.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>Concrete</td>
<td>3000 Concrete New Concrete Sidewalks, New Concrete Seat Wall with, New Flagpole Base, New Trashcan Base (4) Patch Old Flag Pole Footing Area,</td>
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<td>$10,082.50</td>
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<tr>
<td>Specialties</td>
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<td>1</td>
<td>$3,270.00</td>
<td>$3,270.00</td>
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<tr>
<td>Specialties</td>
<td>10000 Specialties Supply and Install a total of 4 new trash receptacles by Lakeside/Landscape forms. Option will need to be clarified by owner. Trash Receptacles will be set in designated location.</td>
<td>1</td>
<td>$9,782.75</td>
<td>$9,782.75</td>
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<tr>
<td>Masonry</td>
<td>4000 Masonry Brick and Stone for concrete seat wall per spec and plan</td>
<td>1</td>
<td>$24,797.50</td>
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<tr>
<td>Contingency</td>
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<td>$10,000.00</td>
<td>$10,000.00</td>
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</table>

**Total Price: $167,870.15**

**Inclusions**
- Landscaping Irrigation
- Hard Scape/Decomposed Granite/Brick Pavers
- Site Demo (minor)
- Concrete Sidewalks/Concrete Seat Wall
- Flag Poles
- Trash Receptacles
- Masonry
- Bond and Insurance
- Contingency
- Work is based on a 4-6 weeks depending on lead times on materials
- T.I.P.S. included in pricing

**Exclusions**
- Earthwork/ Site Demo (major)
- Fencing
- Steel Fab
- Utilities
- Wood and Plastics
- Thermal and Moisture Control
- Openings
- Finishes
- Equipment
- Special Construction
- Fire Suppression and Fire Alarm
- Electrical
- HVAC
- Plumbing
- Tap and Impact Fees, Permits, Asbestos and Abatement by Others
- Architectural Engineering and Design

This proposal pricing is good for 90 days. Please let me know if you have any questions or concerns regarding the acceptance of this proposal. Our office phone number is 940-387-4002, or you can contact me at the email above. Thank you for allowing 308 the opportunity to assist with your construction needs. Lead Times on all materials are not guaranteed. Prices are Subject to change.
Chris Flowers

Signature: ____________________________

Print Name: ____________________________

Date: ____________________________
www.308gc.com

308 Construction LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM  PO AND QUOTE MUST REFERENCE VENDOR’S TIPS CONTRACT NUMBER  ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO
ADDRESS  11835 Hilltop Road
CITY     Argyle
STATE    TX
ZIP      76226

TIPS CONTACT
NAME     Charlie Martin
PHONE  (866) 839-8477
FAX     (866) 839-8472
EMAIL   david.mabe@tips-usa.com

DI SADVANTAGED/ MINORITY/ WOMAN BUSINESS ENTERPRISE: N    HUB: N

SERVING STATES
AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WI | WY

Overview

General Contractor, providing services in all trades in all phases of construction and remodel with an in-house electrical division & fire alarm division as well.
AWARDED CONTRACTS  "View EDGAR Doc" on Website

<table>
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<tr>
<th>Contract</th>
<th>Commodity</th>
<th>Exp Date</th>
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<tbody>
<tr>
<td>200201</td>
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<td>04/30/2023</td>
<td>CFV</td>
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CONTACTS BY CONTRACTS

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<thead>
<tr>
<th>Contract</th>
<th>Name</th>
<th>Position</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>200201</td>
<td>Allen Heiser</td>
<td>CEO/President</td>
<td>(940) 387-4002</td>
<td><a href="mailto:main@308gc.com">main@308gc.com</a></td>
</tr>
<tr>
<td></td>
<td>Amanda Ross</td>
<td>Project Manager</td>
<td>(940) 387-4002</td>
<td><a href="mailto:main@308gc.com">main@308gc.com</a></td>
</tr>
</tbody>
</table>
TOPIC: APPROVE FARRINGTON FIELD RESTROOM UPGRADE

BACKGROUND:
The District will upgrade eight (8) restrooms, (four (4) female and four (4) male) at Farrington Field. This project will include painting walls, applying epoxy to the flooring, and replacing restroom partitions and accessories. The fixtures are fine and will continue to be used.

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
1. Approve Farrington Field Restroom Upgrade
2. Decline to Approve Farrington Field Restroom Upgrade
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:
Approve Farrington Field Restroom Upgrade

FUNDING SOURCE: Additional Details
TRE 198-81-6299-001-999-99-501-000000

COST:
$191,686

VENDORS:
SDB Contracting Services
University Building Specialties, Inc.
PURCHASING MECHANISMS:

Interlocal Agreements

*SBD Contracting Services*
This purchase is in accordance with the Texas Education Code Section 44.03(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract 211001. Supporting documentation is attached. The recommended vendor is listed above.

*University Building Specialties, Inc.*
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, Contract 2019-02. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:*

Farrington Field
District Operations

*RATIONALE:*

The restrooms at Farrington Field need a necessary upgrade to accommodate students as well as those from visiting schools.

*INFORMATION SOURCE:*

Joseph Coburn
To: LOU GUERRERO  
From: GEORGE MAGALLON  
Email: LOUIS.GUERRERO@FWISD.ORG  
Date: 05.20.2022  
Phone: 817.815.7426  
Pages: 1  
Re: FARRINGTON FIELD  
CC: JOB FILE  
1501 UNIVERSITY DR  
FORT WORTH TX 76107

WE QUOTE THE FOLLOWING:

TOILET PARTITIONS BY GLOBAL
LOT OF POLYMER (SOLID PLASTIC)
FLOOR MOUNTED OVERHEAD BRACED
HARDWARE: STANDARD
COLOR: BLACK 9205
78 COMPARTMENTS
84 URINAL SCREENS

WASHROOM ACCESSORIES BY ASI
10 EACH 3801-36 GRAB BAR 36”
18 EACH 3801-42 GRAB BAR 42”
66 EACH 0264-1A TOILET TISSUE HOLDER, DOUBLE ROLL, UNRESTRC’D DEL, SURF MTD
55 EACH 0852 SANITARY NAPKIN DISPOSAL, SURF MTD

MATERIAL INSTALLED $119,800.00
8.25% TAX EXEMPT
TOTAL $119,800.00

INCLUDES DEMOLISHING EXISTING TOILET PARTITIONS AND ACCESSORIES.

BLOCKING AND/OR RECESSED HOLES FOR TOILET PARTITIONS AND/OR ACCESSORIES BY OTHERS.

LEAD TIME FOR MATERIAL IS APPROXIMATELY 2-4 WEEKS FROM ORDERING.

QUOTE BASED ON WORK PERFORMED DURING NORMAL BUSINESS HOURS.

QUOTE VALID THRU 08.31.2022.

REGARDS,
GEORGE MAGALLON
SDB, Inc.
4951 Airport Parkway, Ste 800
Addison, TX 75001
(469) 619-3753

CUSTOMER: FWISD Maintenance and Operations
BID DATE: 6/3/2022
ADDRESS: 4200 Lubbock Street
PROPOSAL NO.: 22-64-0014
Fort worth, Texas 76115
PROPOSAL TYPE: TIPS/TAPS
JOB DESC.: Farrington Field Restroom Repaint/Epoxy Floors
CONTACT: Lou Guerrero

We are pleased to propose the following pricing thru Tips/Taps contract #211001: Pricing includes all labor, materials, and equipment.

Scope Of Work

SEE ATTACHMENT "A"

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<th>SUB TOTAL</th>
<th>$71,886.00</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
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</tbody>
</table>

CLARIFICATIONS
1) All work per site walk with Lou Guerrero (FWISD)--Director Area 1
2) All colors, sheens, and materials to be confirmed by Ed Sweeney (FWISD) prior to commencement of work.
3) Work to be performed during normal work hours
4) Bond cost included
5) Proposal good through 8/31/2022

EXCLUSIONS
1) Repairs of any items not included in our scope of work
2) Premium time unless otherwise indicated
3) Unforeseen schedule setbacks due to pandemic measures
4) Expediting material is not included
5) Remediation of any hazardous materials

Thank you,

SDB, Inc.

Miles Wilson
Prepared by

Reviewed by

FWISD Maintenance and Operations
Accepted by:

SDB CONFIDENTIAL
Rev. Feb 2022

Bid Proposal 6/6/2022
Scope of Work:

1. Paint walls and epoxy floor upgrades in (8) restrooms are Farrington Field: (4) Men's & (4) Women's
2. Acid wash and power wash existing floors
3. Minor joint filling with epoxy product prior to initial application.
4. Application of up to two coats of epoxy product per manufacturers recommendation
5. Product: Rust-oleum or Sherwin Williams product.
6. Paint walls and CMU block
7. Paint will be an Acrylic Semi-gloss product
8. All debris generated by scope of work will be hauled from site.
Notice:
Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA’s, etc. (“Supplemental Agreements”) when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members’ behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity’s legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Purchase Order Procedure here

VENDOR SDB Contracting Services
4951 Airport Parkway, Suite 800 Addison TX,75001
WEBSITE www.sdb.com

SERVICE/PRODUCTS DESCRIPTION
SDB has been providing General Contracting and Facility Services since 1980 and Job Order Contracting (JOC) services since 2001. Our experience has afforded us the knowledge to assemble a streamlined system for executing JOC projects. As a result, we are uniquely positioned with the ability to perform multiple JOC programs simultaneously every year. We approach every job with the goal of minimizing business interruption. From multiple shifts to massive mobilization for 24-hour shutdowns, SDB has the expertise to perform customized solutions for facility services. SDB is an experienced and proven job order contractor serving local government entities including counties, cities, public transportation facilities, water districts, industrial facilities and education entities. With over 350 employees and 40 years of experience, we are one of the first contractors in Texas to embrace the JOC delivery method. We have a proven performance record as a local Texas contractor for many years.

CONTRACT: 211001  Job Order Contracting
End Date: Jan-31-2024  EDGAR COMPLIANCE:  View Doc.
CONSENT AGENDA ITEM  
BOARD MEETING  
June 28, 2022

TOPIC:  APPROVE PURCHASE OF SPECIALISTS PREPARATION PROGRAM PARTICIPATION

BACKGROUND:

This is an initial contract for twenty-one (21) Dyslexia Teachers and three (3) Dyslexia Specialists to participate in a two (2) year Specialist Preparation Program leading to a Certified Academic Language Therapist (CALT) credential. The contract for services will begin July 25, 2022, and end on July 30, 2023. The District applied and was awarded a two (2) year Texas Education Agency (TEA) Dyslexia Grant to cover tuition and materials. TEA has released the funds for year one (1) of the grant at this time and will release the funds for year two (2) of the grant next school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Specialists Preparation Program Participation  
2. Decline to Approve Purchase of Specialists Preparation Program Participation  
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Specialists Preparation Program Participation

FUNDING SOURCE:  Additional Details

Special Revenue  
429-13-6299-0D8-999-37-209-000000-22S36

COST:

$79,080
VENDOR:
Neuhaus Education Center

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 21-083-F
Number of Bid/Proposals received: 36
HUB Firms: 1
Compliant Bids: 36

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

Dyslexia Department: Twenty-one (21) Dyslexia Teachers and three (3) Dyslexia Specialists

RATIONALE:

This Specialist Preparation Program will allow Dyslexia Teachers to become Certified Academic Language Therapists (CALT) to strengthen their instructional delivery of standard protocol dyslexia instruction. This program aligns with the district’s dyslexia curriculum.

INFORMATION SOURCE:

Marcey Sorensen
This quote includes the first year of Specialist Preparation Program Level 1 classes. A list of Level 1 requirements is provided on neuhaus.org.

### Professional Learning Descriptions

This quote includes the first year of Specialist Preparation Program Level 1 classes. A list of Level 1 requirements is provided on neuhaus.org.

**Reading Readiness OnDemand**

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling.

In Reading Readiness, participants learn 1) the critical skills necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic handwriting instruction to spelling and writing.

**Audience:** Grade K-2 Teachers

**Objective:** Focused instruction on specific needs; Tier II instruction; Tier III instruction

**Hours:** 5.5 hours

**Materials:** Reading Readiness; Story Retelling with deck; plastic alphabet letters; alphabet mat and arc; alphabet strip; mirrors; sound cards

---

### Product Details

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reading Readiness (On-Demand)</td>
<td>24.00</td>
<td>$165.00</td>
<td>$3,960.00</td>
</tr>
<tr>
<td>Materials: Reading Readiness Class</td>
<td>24.00</td>
<td>$140.00</td>
<td>$3,360.00</td>
</tr>
<tr>
<td>Basic Language Skills Introduction (Level 1)</td>
<td>24.00</td>
<td>$2,000.00</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>Materials: Basic Language Skills - Introduction (Level 1) Class</td>
<td>24.00</td>
<td>$420.00</td>
<td>$10,080.00</td>
</tr>
<tr>
<td>Multisensory Grammar (On-Demand)</td>
<td>24.00</td>
<td>$80.00</td>
<td>$1,920.00</td>
</tr>
<tr>
<td>Materials: Multisensory Grammar Class</td>
<td>24.00</td>
<td>$40.00</td>
<td>$960.00</td>
</tr>
<tr>
<td>Developing Metacognitive Strategies (2 Days)</td>
<td>24.00</td>
<td>$335.00</td>
<td>$8,040.00</td>
</tr>
<tr>
<td>Materials: Developing Metacognitive Strategies Class</td>
<td>24.00</td>
<td>$115.00</td>
<td>$2,760.00</td>
</tr>
</tbody>
</table>

**Grand Total**

$79,080.00
Basic Language Skills – Introduction Live Virtual
Dyslexia is characterized as difficulties with accurate and automatic word recognition and by poor spelling and decoding abilities. These difficulties are unexpected in relation to other cognitive abilities and can lead to poor comprehension and reduced vocabulary development.
Through coursework in Basic Language Skills and intensive supervised practicum, participants learn how to plan, deliver, and measure instruction in phonemic awareness, decoding, fluency, oral language, comprehension, and composition for students with dyslexia and related disorders.
Audience: Reading and Dyslexia Specialists, Tier III intervention Teachers
Objective: Dyslexia instruction; Tier III instruction
Hours: 71 hours (12 days)
Materials: Basic Language Skills - Book 1; Scientific Spelling; Initial Reading Deck; The Colors and Shapes of Language with CD; Multisensory Teaching of Basic Language Skills textbook and activity book, MTA Readers 1, 2 and 3; and PALS Kit 1
Prerequisites:
- BLS Introduction Preview
- Completion of Reading Readiness class (online class requires final score of 80% or higher)
- Watch the Basic Language Skills Orientation and submit the agreement from the Orientation Handout.

Multisensory Grammar OnDemand
In Multisensory Grammar – Online, participants learn 1) activities that make the abstract concept of grammar concrete, 2) strategies for increasing students’ sentence complexity when writing, and 3) the application of parts of speech to the construction and revision of written paragraphs.
Audience: Grade 1-8 Teachers
Objective: Focused instruction on specific needs; Tier II instruction
Hours: 3.5 hours
Materials: Multisensory Grammar and Written Composition

Developing Metacognitive Strategies Live Virtual
In addition to skilled decoding, robust oral language and vocabulary, boundless world knowledge, adequate linguistic development, and sufficient working memory, students need to learn how to think about their thinking to understand what they are reading. That is, students need metacognitive skills for critical reading of narrative and expository texts.
In Developing Metacognitive Strategies, participants learn 1) activities that increase oral language, 2) strategies for increasing vocabulary and background knowledge, 3) summarization activities, 4) questioning techniques, and 5) progress monitoring for fluency, vocabulary, and comprehension.
Audience: Grade 3-8 Teachers
Objective: Focused instruction for specific needs; Tier II instruction
Hours: 12 hours (2 days at Neuhaus)
Materials: Developing Metacognitive Skills, Word Detective, Six-way Paragraphs (Middle Level); Developing Metacognitive Strategies Virtual Handout
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE PURCHASE OF PROPERTY, BOILER AND MACHINERY, TERRORISM (INCLUDING ACTIVE SHOOTER) FLOOD, CYBER, CYBER CRIME, FLEET, GENERAL LIABILITY, AND UNIVERSITY INTERSCHOLASTIC LEAGUE (UIL) INSURANCE WITH GIRLS FLAG FOOTBALL POLICY; APPROVE SET ASIDE RESERVES TO PAY DEDUCTIBLES

BACKGROUND:

Higginbotham, the District’s broker of record, has secured insurance through an interlocal agreement to protect District assets for the 12-month period of July 1, 2022, to June 30, 2023, with Texas Political Subdivisions for Fleet and General liability insurance.

Additionally:

- Flood insurance purchased from the National Flood Insurance Program; policy period of January 1, 2023, through January 1, 2024.
- Cyber and Cyber Crime coverage; policy period March 1, 2023, thru March 1, 2024, purchased using a bid process per contract with Higginbotham.
- Property, Boiler and Machinery, and Terrorism (including Active Shooter coverage) purchased using a bid process per contract with Higginbotham; policy period July 1, 2022, through July 1, 2023.
- The Brokerage Store, Inc. provides University Interscholastic League (UIL) Student/Athletic Accident Insurance purchased through a bid process; policy period July 1, 2022, through July 1, 2023, as well as a special event policy for Girls Flag Football; policy period February 2, 2023, through May 28, 2023.

Listed by category are the recommended carriers and providers:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Company / Provider</th>
<th>Coverage / Deductible</th>
<th>Values</th>
<th>Premium Cost Not to Exceed</th>
<th>Purchasing Mechanism</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property, Contents, Contractor Equipment, Boiler and Machinery, Includes Terrorism/Active Shooter</td>
<td>This will be layered with multiple carriers for coverage. Higginbotham will be the contact agent that coordinates</td>
<td>$100,000 deductible per occurrence 2% of structure per occurrence for hail and wind</td>
<td>Approximate values of $2,443,037,787 Future value will be added upon completion of CIP projects</td>
<td>$5,700,000</td>
<td>Bid Summary / Evaluation (Higginbotham)</td>
</tr>
<tr>
<td>Insurance Type</td>
<td>Insurer/Location</td>
<td>Coverage Details</td>
<td>Amount (in $)</td>
<td>Remarks</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>-------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>----------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Flood Insurance</td>
<td>National Flood Insurance Program/Philadelphia Indemnity Insurance Company</td>
<td>$2,000 deductible for property, $2,000 for contents, per location. Covers one property in flood plain; $1,000,000 property, $700,000 contents</td>
<td>$32,000</td>
<td>Bid Summary / Evaluation (Higginbotham)</td>
<td></td>
</tr>
<tr>
<td>Fleet Insurance</td>
<td>Texas Political Subdivisions</td>
<td>$1,000,000 combined single limits for liability and physical damage and collision coverage. Covers buses and all District owned vehicles</td>
<td>$236,000 Liability</td>
<td>Inter-local Agreement</td>
<td></td>
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<tr>
<td>General Liability Insurance</td>
<td>Texas Political Subdivisions</td>
<td>$3,000,000 combined single limits with a per claim deductible of $50,000</td>
<td>$30,000</td>
<td>Inter-local Agreement</td>
<td></td>
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<tr>
<td>Insurance for Special Events or Special Applications and Cyber Liability, Cyber Crime</td>
<td>Texas Political Subdivisions and Higginbotham</td>
<td>Special Applications: e.g. Certification of Insurance for Fire Marshal, Certification of Insurance for General Maintenance Foreman, Certification of Insurance for Licensed Electrician Special Events</td>
<td>$583,000</td>
<td>Inter-local Agreement and Broker/Agent Bid Summary / Evaluation (Higginbotham)</td>
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</tbody>
</table>
Budget set aside to issue Certification of Insurance if the District rents a facility. Includes additional cyber liability coverage as well as CDL training and testing bonds. Cyber coverage for data breach and social engineering.

<table>
<thead>
<tr>
<th><strong>UIL Insurance and Girls Flag Football</strong></th>
<th><strong>The Brokerage Store Inc.</strong></th>
<th><strong>Group UIL-Texas</strong></th>
<th><strong>Value:</strong> $629,000</th>
<th><strong>Catastrophic:</strong> $33,828</th>
<th><strong>Girls Flag Football:</strong> $5,000</th>
<th><strong>Student Athlete Coverage</strong></th>
<th><strong>$667,828</strong></th>
<th><strong>Bid Summary/Evaluation (Brokerage Store, Inc.)</strong></th>
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<tbody>
<tr>
<td><strong>Total Premiums</strong></td>
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<td></td>
<td></td>
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<td><strong>$7,393,828</strong></td>
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<td><strong>Fleet Liability Reserve (Estimated Deductible)</strong></td>
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<td></td>
<td>Estimate based on last five years of claims <strong>$500,000</strong></td>
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<tr>
<td><strong>Property Reserve</strong></td>
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<td><strong>$700,000</strong></td>
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<td></td>
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<td><strong>$1,200,000</strong></td>
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<td><strong>Grand Total</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$8,593,828</strong></td>
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</tbody>
</table>

**STRATEGIC GOAL:**

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

1. Approve Purchase of Property, Boiler and Machinery, Terrorism (including Active Shooter) Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles

2. Decline to Approve Purchase of Property, Boiler and Machinery, Terrorism (including Active Shooter) Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles

3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Property, Boiler and Machinery, Terrorism (including Active Shooter) Cyber, Cyber Crime, Flood, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles

**FUNDING SOURCE:**

<table>
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<tr>
<th>General Fund</th>
<th>199-51-6429-001-999-99-435-00000001</th>
<th>$6,432,000</th>
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<td>199-34-6425-001-999-99-435-00000001</td>
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<td></td>
<td>199-36-6429-001-999-99-435-00000001</td>
<td>$667,828</td>
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</table>

**COST:**

$8,593,828

**VENDORS:**

Higginbotham
Texas Political Subdivisions
The Brokerage Store, Inc.
**PURCHASING MECHANISMS:**

**Bid/RFP/RFQ**

**The Brokerage Store, Inc.**

*Bid/Proposal Statistics*
Bid Number: 19-125  
Number of Bid/Proposals received: 5  
HUB Firms: 0  
Compliant Bids: 5

**Higginbotham**

*Bid/Proposal Statistics*
Bid Number: 20-045  
Number of Bid/Proposals received: 2  
HUB Firms: 0  
Compliant Bids: 1

*Bid/Proposal Statistics*
Bid Number: 22-019  
Number of Bid/Proposals received: 5  
HUB Firms: 0  
Compliant Bids: 5

These purchases are in accordance with the Texas Education Code 2254.004. The District will first select the most highly qualified provider of the services on the basis of demonstrated competence and qualification; and then attempt to negotiate with the firm a contract at a fair and reasonable price. Supporting documentation is attached. The recommended vendors are listed above.

**Texas Political Subdivision**

**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 Joint Self Insurance Fund. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District - Wide

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE PURCHASE OF TOUCHLESS WATER FOUNTAINS

BACKGROUND:
The purchase of touchless water fountains aligns with the District’s continued effort to reduce the spread of the COVID-19 virus and other illnesses in school buildings. On August 25, 2020, the Board approved the purchase of 960 touchless water fountains for campuses. In the District’s efforts to continue to replace the older style manual fountains, Operations needs to purchase additional touchless fountains at this time consisting of 100 single units, 100 dual units (ADA fountains) and 300 bottle filler fountains.

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:
1. Approve Purchase of Touchless Water Fountains
2. Decline to Approve Purchase of Touchless Water Fountains
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:
Approve Purchase of Touchless Water Fountains

FUNDING SOURCE: Additional Details
ESSER Fund 282-51-6398-WFP-XXX-99-950-000451-22F32

COST:
$1,500,000
**VENDOR:**
Winston Water Cooler

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*
- Bid Number: 22-123
- Number of Bid/Proposals received: 10
- HUB Firms: 4
- Compliant Bids: 6

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

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**
All Schools

**RATIONALE:**
Touchless water fountains will provide a hands-free, hygienic drinking fountain for students.

**INFORMATION SOURCE:**
Joseph Coburn
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE PURCHASE OF HEATING VENTILATION AND AIR CONDITIONING (HVAC) AIR FILTER REPLACEMENT SERVICE

BACKGROUND:

The District uses an air filter service company to replace HVAC filters in all District facilities that require the use of filters. The service company stocks hundreds of types and sizes of filters and changes them out on a regular basis at each of our campuses and facilities. The period of performance is for one year with the option to extend for two years in one-year increments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Heating, Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service
2. Decline to Approve Purchase of Heating, Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Heating, Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service

FUNDING SOURCE: Additional Details

General Fund 199-51-6299-001-999-99-451-0000000

COST:

$765,000
VENDOR:
Tex Air Filters (Air Relief Technologies, Inc.)

PURCHASING MECHANISM:
Bid/RFP/RFQ

Bid Statics
Bid Number: 22-133
Number of Bid/Proposals received: 5
HUB Firms: 1
Compliant Bids: 4

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
All District Campuses and Facilities

RATIONALE:
Procuring a service company to provide the necessary and ongoing replacement of disposable air filters District-wide is effective and efficient.

INFORMATION SOURCE:
Joseph Coburn
TOPIC: APPROVE PURCHASE OF WEB-BASED ONLINE CURRICULUM PROGRAM FOR RETRIEVAL, RECOVERY, ACCELERATION, AND SPECIAL PROGRAMS FOR MIDDLE SCHOOLS AND HIGH SCHOOLS

BACKGROUND:

The Web-based online curriculum offers a robust suite of research-based standards-aligned resources that are fully-aligned with the Texas Essential Knowledge and Skills (TEKS) and built in accordance with International Association for K-12 Online Learning (iNACOL) Standards. The digital content is aligned with the Texas College and Career Readiness Standards and Texas English Language Proficiency Standards as applicable.

The customizable digital solutions and the ability to provide access to all 6th -12th grade students will continue to meet the District’s challenge of improving student achievement for all learners including: Students with special education, and English Language Learners, Students with learning gaps in reading and mathematics, and those struggling to make adequate yearly progress. Also, this partner will aid us in our effort to prepare students for national assessments such as: TSI, SAT, ACT, and PSAT. The proper use of technology will support student achievement for all learners in a multitude of online and blended learning environments, including programming focused on retrieval, credit and grade recovery, and acceleration.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools
2. Decline to Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for Middle Schools and High Schools

FUNDING SOURCE: Additional Details

General Fund 199-11-6399-001-XXX-XX-152-000000
**COST:**

Not-to-Exceed Total - $472,550

**VENDOR:**

Imagine Learning (formerly Edgenuity)

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 18-047
Number of Bid/Proposals received: 7
HUB Firms: 0
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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

**High Schools:**

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

**Middle Schools:**
Daggett Middle School
Wedgwood 6th Grade
J.P. Elder Middle School
The Leadership Academy at Forest Oak Middle School
William James Middle School
Kirkpatrick Middle School
McLean Middle School
Meacham Middle School
Meadowbrook Middle School
Monnig Middle School
Morningside Middle School
Applied Learning Academy
Riverside Middle School
Rosemont Middle School
Stripling Middle School
Phalen Leadership Academy at J. Martin Jacquet Middle School
Wedgewood Middle School
Leonard Middle School
The Leadership Academy at Forest Oak 6th Grade
Rosemont 6th Grade
McLean 6th Grade
Jean McClung Middle School
Daggett Montessori

**Alternatives:**
Middle Level Learning Center/Metro Opportunity High School
Success High School
Juvenile Detention Center
Jo Kelly School Jo Kelly School
JJAEP (Pathways II)
Transition Center
International Newcomer Academy
Willoughby House
SPED Private/Homeschool
Boulevard Heights
Children’s Medical
Safe Haven
Bridge Association
PK Satellite Centers
Tarrant Youth Recovery
Assessment Center
Insights

**RATIONALE:**

The Web-based Curriculum Program has been successfully used in our high schools, targeted middle schools and specialty campuses, for enabling many students to retrieve credits and/or accelerate academically. The fidelity, continuity, and security of the Web-Based Curriculum Program have resulted in many students being able to get back on track and graduate with their cohorts, obtain high school credit, and continue on their path to be college and career ready.

**INFORMATION SOURCE:**

Cherie Washington
Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to the attached Terms and Conditions between Imagine Learning LLC and Fort Worth Independent School District ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

<table>
<thead>
<tr>
<th>Site</th>
<th>Description</th>
<th>Comment</th>
<th>End Date</th>
<th>Qty</th>
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<td>1. Fort Worth Independent School District</td>
<td>Extension of RFP 18-047-Virtual Learning (4th year)</td>
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<td>06/30/2023</td>
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<td></td>
<td>- District License to 6-12 Courseware (Core, Virtual Tutors, STAAR EOC, TSI, SAT, GED, ASVAB, Electives)</td>
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<td></td>
<td>- 500 Single Enrollment Subscription-Based CTE Licenses</td>
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<td>- 20 Onsite Professional Development Days</td>
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<td>- Includes Access to MyPath Legacy 6-12 as needed</td>
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<td>1. Fort Worth ISD</td>
<td>Instructional Services @ the rate of $275 per semester</td>
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<td>- Bill on usage quarterly up to and not to exceed 100 semester enrollments for the 2022/23 school year</td>
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Date: 3/9/2022
Quote No.: 253966
Acct. No.: 03:fo:TX:12215707
Total: $445,050.00
Pricing Expires: 9/30/2022

Subtotal: $445,050.00
Total: $445,050.00
TOPIC: APPROVE PURCHASE OF MARKETING SERVICES

BACKGROUND:

Fort Worth ISD (FWISD) borders various school districts. In addition, there are various charter operators in, or in close proximity to, District boundaries. In recent years, the marketing, for recruitment purposes, of ISDs and Charters has increased. Families need to be informed of the programming within Fort Worth ISD in order to make an informed choice.

Fort Worth ISD (FWISD) sought proposals from diverse and qualified firms to:

1) Administer comprehensive and diverse marketing campaigns,
2) Provide project-based PR and marketing services,
3) Create compelling marketing collateral,
4) Share information about the programs and opportunities of Fort Worth ISD,
5) Communicate programs, deadlines, requirements and other important information to all students, parents, families, staff, and community stakeholders, in various languages included but not limited to English and Spanish.

Respondents to this Request for Proposal were required to demonstrate the ability to perform a variety of marketing services in general and multicultural markets, including but not limited to: Marketing analyses and research, Campaign development, Online/print/digital/social media ads, and Various creative services. The services will be provided between July 1st, 2022 – March 30th, 2024.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Purchase of Marketing Services
2. Decline to Approve Purchase of Marketing Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Marketing Services
**FUNDING SOURCE:**

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<th>General Fund</th>
<th>199-13-6299-001-999-99-417-000000...</th>
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<td>XXX-13-6200-XXX-XXX-XX-XXX-XXXXXX...</td>
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**COSTS:**

Not-to-Exceed - $1,234,615

**VENDOR:**

Alpha Business Images - ABI*

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*
Bid Number: 22-111
Number of Bid/Proposals received: 13
HUB Firms: 3*
Compliant Bids: 13

*Awarded vendor is a Historically Underutilized Business.*

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Fort Worth ISD Schools

**RATIONALE:**

This contract will support FWISD’s effort to increase awareness about the District’s school and program options, attract and retain students, and positively impact district enrollment. This process would also gather information from our communities about the programming and support they would like to see in the schools. The information gathered will be valuable in the District’s continuous improvement efforts.
INFORMATION SOURCE:

David Saenz
Letter of Agreement ("Agreement" or "agreement")

Date 5.19.21  
Client: Fort Worth ISD

Job Number FWISD21005  
Project: Marketing and Public Relations

Job Description and Usage

Alpha Business Images, LLC ("ABI") will provide to Fort Worth ISD ("FWISD") the services and works described herein (collectively, the "Work Product"): SEE EXHIBIT A

- Build brand equity and awareness
- Build campaign to increase Enrollment of Students into Fort Worth ISD schools across the District
- Build campaign to increase enrollment of students into FWISD Gold Seal Program
- Build communication strategy for teacher retention

Project Management

Kayleigh Maddie and Bria Robinson will serve as the day-to-day contacts. Dawn Davidson will lead creative and Sophia Johnson will lead strategy. ABI’s team will work directly with David Saenz to ensure smooth, consistent communication is maintained throughout the project’s development. Sophia Johnson of ABI and David Saenz of FWISD will agree in writing on any changes to Work Product, assigned tasks, payment, or the project schedule.

Reporting  - Communication is critical to the success of any relationship. ABI will prepare and submit status reports on activities and meetings as requested. In addition, ABI will be available to communicate with FWISD staff as needed to ensure close coordination for urgent deadlines and activities.

Payment and Term of Agreement

In exchange for Marketing & Advertising Services, FWISD will pay ABI a monthly fee based on any work completed in the previous month for agency fees, third-party
expenses and media buying as outlined in Exhibit A and any approved estimates. FWISD will pay the Monthly Fee beginning June 1, 2022 and continuing on the 15th day of each calendar month thereafter. ABI will accomplish the Work Product assignments including associated meetings. Should FWISD wish to engage ABI on assignments that exceed assignments detailed under Work Product, a separate written agreement for the additional scope of services and payment of the amount for additional fees will be required. For any third-party expenses, a cost estimate will be given to FWISD for approval in writing before such costs are billed to FWISD, and ABI shall not be required to incur any such third-party expenses until ABI receives written approval from FWISD. The Monthly Fee does not cover any third-party expenses (including, without limitation, costs for photography, printing, video production, materials, more than one full color sample, courier, shipping, specialty fonts, stock photography, photo manipulation, illustrations, and any other third-party products and/or services). All other third-party cost will be paid upon delivery of finished products to FWISD.

The term of this Agreement is one year with two renewable years. This Agreement will terminate automatically at the end of one year unless ABI and FWISD renew for another term on or before the termination date of the Agreement.

**Terms and Conditions**

All Work Product and all tangible and intangible rights therein shall belong exclusively to FWISD and all Work Product shall, to the extent possible, be considered a work made for hire for FWISD within the meaning of Title 17 of the United States Code. To the extent any such Work Product is not considered a work for hire, ABI hereby automatically, irrevocably and always SELLS, ASSIGNS, CONVEYS, AND OTHERWISE FULLY TRANSFERS all right, title, and interest in such Work Product, including all rights in the processes relating to the Work Product, and all copyrights and other Intellectual Property Rights pertaining to the Work Product.

For purposes of this Agreement, “Intellectual Property Rights” means any and all (a) patents, patent disclosures and inventions (whether patentable or not), (b) rights to make, have made, prepare, have prepared, sell, have sold, export, have exported, import, have imported, license, and have licensed, (c) trademarks, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (d) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (e) computer software programs, data, databases and documentation thereof, (f) trade secrets and other confidential information, (g) other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, (h) registrations, applications, renewals, extensions, continuations, divisions, revisions, revivals or reissues thereof now or hereafter in effect, (i) causes of action for past, present or future infringement or misappropriation of, based upon, or
relating to, the Work Product and any and all rights to receive income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and (j) profits, benefits, and advantages that shall or may arise from any of the foregoing.

Notwithstanding anything in this Agreement to the contrary, the Work Product and the Intellectual Property Rights do not include anything that ABI uses or creates to use for itself or for ABI’s other customers in the ordinary course of ABI’s business (including, without limitation, digital templates, animation techniques, online application development, videos, and any other such items) (“ABI’s Tools”). However, ABI’s Tools do not include anything delivered to FWISD or created by ABI solely for FWISD pursuant to this Agreement using ABI’s Tools.

At the request of FWISD, its successors and/or permitted assigns, ABI will, without additional consideration, timely execute all papers and perform such other acts as FWISD, its successors or assigns, deems necessary to ensure that FWISD is the sole owner of all Intellectual Property Rights in the Work Product and to otherwise give full and proper effect to this Agreement.

An approval signature on this Agreement shall be evidence of consent and agreement.

FWISD agrees that it shall not hold ABI or its agents, subcontractors, owners, members, shareholders, partners, directors, officers, managers, independent contractors, attorneys, accountants, advisors, or employees (“ABI’s Related Parties”) liable for any incidental or consequential damages that arise from ABI’s or ABI’s related Parties’ failure to perform any aspect of the Agreement in a timely manner, regardless of whether such failure was caused by negligent acts or omissions of ABI, ABI’s Related Parties, or a third party.

If either party breaches this Agreement, then the other party may terminate this Agreement upon fourteen (14) days written notice to the breaching party. Notice shall be delivered to Sophia Johnson for ABI or David Saenz for FWISD (as the case may be). If FWISD breaches this Agreement, FWISD shall pay to ABI $2,500 plus any unpaid fees amount due and owing to ABI prior to the date of termination and any third-party expenses incurred on behalf of FWISD by ABI as liquidated damages. If ABI and/or its subcontractors breaches this Agreement, ABI shall pay to FWISD $2,500 as liquidated damages. The parties agree that in such an event actual damages will be difficult to measure and that the agreed amounts are reasonable.

Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party thirty (30) days prior written notice (to the notice addresses set forth below). Upon such termination, ABI will render and deliver to FWISD a final invoice for all unpaid fee amounts, charges, expenses, and any other costs due to ABI and accrued prior to the date of termination from FWISD or incurred by ABI on behalf of FWISD under this Agreement. FWISD will pay to ABI the full amount shown on the invoice within seven (7) days from the date of the invoice, unless FWISD disputes the
invoice amount, at which time the dispute resolution provisions of this Agreement set forth below will be followed with respect to the disputed amount, but any undisputed amount will be paid with seven (7) days from the date of the invoice.

At such time that this Agreement terminates (whether for cause, automatically, or as a result of a breach) and upon payment in full by the FWISD to ABI of the amount shown on ABI’s final invoice, all Work Product, in whatever format, created for FWISD pursuant to the terms of this Agreement shall be delivered to FWISD within ten (10) days of the expiration of the Agreement with usage rights as outlined in this Agreement. If FWISD disputes an amount shown on ABI’s final invoice but wants all or any portion of the Work Product delivered before the dispute is resolved, then FWISD shall pay to ABI the reasonable value of such Work Product, and ABI shall deliver such Work Product to FWISD within ten (10) days after ABI receives such payment.

ABI’s performance under this Agreement is expressly conditioned on cooperation from FWISD, including, without limitation FWISD providing access to and accurate and timely communication with FWISD’s leadership and feedback from FWISD leadership and designated representatives.

There are no third-party beneficiaries to this agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party, and any attempted assignment is void, except that ABI has the right to use subcontractors to assist ABI in providing the services ABI is required to perform under this agreement. ABI will inform and obtain written approval from FWISD of subcontractors before engaging the subcontractors for FWISD services. Subject to the $7,500 liquidated damages provision stated above, ABI is liable to FWISD for the actual damages to FWISD caused by any subcontractor controlled by ABI for breach of the subcontractor’s duties under this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall ABI’s liability to FWISD for the acts or omissions of any subcontractor include any consequential, punitive, or exemplary damages related to any breach of contract, torts, or other unlawful acts or omissions.

This agreement constitutes the entire agreement of the parties relating to the subject matter of, and the transactions contemplated by this agreement. Any and all previous agreements with respect to these matters are superseded by this Agreement, subject to any exceptions expressly stated in this agreement. No oral understandings, statements, promises, or inducements contrary to or inconsistent with the terms this Agreement exists.

No term, provision or condition of this agreement may be modified in any respect except by writing that is executed by the parties to this agreement.

No person has any authority to make any representations or promises on behalf of any of the parties not set forth herein, and this Agreement has not been executed in
reliance upon any representation or promise except those expressly contained in this agreement.

THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, WHERE APPLICABLE, THE LAWS OF THE UNITED STATES.

The obligations of the parties are performable and venue for any dispute or legal action arising out of this agreement shall lie in Dallas County, Texas.

Any disputes arising out of this Agreement shall be submitted by either party to JAMS located in Dallas County, Texas for mediation. Mediation shall be non-binding. Mediation shall occur in Dallas, Texas. The cost of any mediator used by the parties shall be paid equally by both parties. ABI and FWISD shall pay their own attorneys’ fees related to mediation. If the issue is not resolved within thirty (30) days from the date the issue was submitted to mediation, the dispute may be submitted to a court of competent jurisdiction in Dallas County, Texas. The prevailing party in the litigation is entitled to the recovery of reasonable attorneys’ fees.

Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the following addresses:

For ABI:  Sophia Johnson  400 North Saint Paul  Suite 300  Dallas, Texas 75201

For FWISD:  David Saenz  100 N University Drive  Fort Worth, Texas 76107-3010

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this agreement.

Both parties acknowledge having carefully read this Agreement; that they have had the opportunity to review this Agreement with their own counsel; that they fully understand its final and binding effect; and that each party is signing this Agreement knowingly and voluntarily.

The failure of either party to enforce or to require timely compliance with any term or provision of this Agreement shall not be deemed to be a waiver or relinquishment of
rights or obligations arising hereunder, nor shall this failure preclude the enforcement of any term or provision or avoid the liability for any breach of this Agreement.

Each part, term, or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. Any invalid, unlawful, or unenforceable provision in this Agreement shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties regarding such provision.

This Agreement shall be deemed drafted equally by the parties. The language in the Agreement shall be construed as a whole and according to its plain meaning. Any presumption or principle that the language is to be construed against any party shall not apply. Any headings in this agreement are for convenience and are not intended to affect construction or interpretation. The plural includes the singular and the singular includes the plural; "any" and "all" each mean "any and all"; "each" and "every" each mean "each and every"; and "including" and "includes" are each "without limitation."

This Agreement may be executed in multiple counterparts. All counterparts taken together will constitute this Agreement.

If you agree to the terms of this Agreement, please so indicate by signing below and returning two copies of the original. One fully executed copy will be returned to you for your files.
We are looking forward to an exciting year of marketing the Fort Worth ISD and strengthening its reputation as subject matter on the North Texas region.

Sincerely,

Sophia R. Johnson  
Chief Executive Officer  
Alpha Business Images, LLC

Alpha Business Images, LLC

By: ___________________________________________________________________
Printed Name: Sophia R. Johnson

Title: CEO

Date: ___________________________________________________________________

Agreed and Accepted:

Fort Worth ISD

By: ___________________________________________________________________
Printed Name: David Saenz

Title: Chief Innovation Officer

Date: ___________________________________________________________________
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<tr>
<th>Client</th>
<th>FWISD</th>
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<tbody>
<tr>
<td>Media Plan</td>
<td>2022 - 2024</td>
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<td>Agency</td>
<td>ABI</td>
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### FWISD 2022-2023 Media Plan

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<th>Gross Budget (18 months)</th>
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<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
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<td><strong>Public Relations + Media Relations</strong></td>
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<td>PR + MR to communication FWISD stories and build brand equity</td>
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TOPIC: APPROVE PURCHASE OF THE CURRICULUM SUPPORT SERVICES PACKAGE OF THE TEXAS ESSENTIAL KNOWLEDGE AND SKILLS (TEKS) RESOURCE SUBSCRIPTION THROUGH REGION 11 FOR THE 2022 - 2023 SCHOOL YEAR

BACKGROUND:

The District has developed curriculum in all core-subject areas over the past summer and academic year. The District curriculum is written on an Understanding by Design (UbD) framework. This framework is conceptual and highly effective in helping teachers design activities to engage students. The supplemental resource proposed for purchase is used either as a core-subject curriculum or a supplemental resource in 75% of the districts in Texas. The District will use it as a resource and a supplement to provide teachers with a greater variance of activities and assessments as a complement to the District-produced core curriculum.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2022 - 2023 School Year
2. Decline to Approve Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription through Region 11 for the 2022 - 2023 School Year

FUNDING SOURCE: Additional Details

General Fund 199-11-6399-001-XXX-99-119-000000
COST:

$389,125

VENDOR:

Region 11

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 Master Interlocal Agreement Contract No. 54541. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Campuses

RATIONALE:

The Texas Resource System (TRS) materials are aligned to the TEKS and the resources have demonstrated effectiveness in many districts when implemented either as a supplemental resource or a primary curriculum. The supplemental resource will benefit the District by providing teachers with additional activities and strategies based on the District's scope and sequence to raise student achievement.

INFORMATION SOURCE:

Marcy Sorenson
TEKS Resource System Quote Options 2022-2023
Fort Worth ISD

May 3, 2022

The table below represents Fort Worth ISD’s TEKS Resource System (TRS) purchase details and estimated costs for the 2022-2023 school year. All services will be effective from September 1, 2022, through August 31, 2023. This quote is strictly for budget planning purposes only.

Online submission of a contract will be required for service activation.

<table>
<thead>
<tr>
<th>Component</th>
<th>Fee Explanation</th>
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<tbody>
<tr>
<td>TEKS Resource System Subscription</td>
<td>$5 per K-12 student enrollment (72,649)</td>
<td>$363,245</td>
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<td>Annual Subscription Fee for 136 campuses</td>
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<td>Implementing TEKS RS Fee</td>
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<td>One Time Technology Set Up Fee</td>
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Estimated Total for 2022-2023 $389,125

Please contact Haleigh Wallace at hwallace@esc11.net or 817.740.3617 with any questions or changes to this quote.
1451 South Cherry Lane White Settlement, TX 76108 • 817-740-3600 • www.esc11.net
The Instructional Services Division offers the following services to school districts/charter schools that sign the TEKS Resource System Contract:

**Gold Package**

- Access to TEKS Resource System – two (2) full-day trainings specific to District/Campus
- Access to TExGuides – one (1) full-day training
- Access to Implementing TEKS Resource System (Pacing Tools)
- Technology access through coordinated effort with 3rd Learning for the utilization of the TEKS Resource System
- Digital Navigation – one (1) full-day training
- Administrator Training
- Technical Support (Unlimited)
- *Special Pricing* on instructional coaching and other learning opportunities

**Silver Package**

- Access to TEKS Resource System – two (2) full-day trainings specific to District/Campus
- Access to Implementing TEKS Resource System (Pacing Tools)
- Technology access through coordinated effort with 3rd Learning for the utilization of the TEKS Resource System
- Digital Navigation – one (1) full-day training
- Administrator Training
- Technical Support (Unlimited)
- *Special Pricing* on instructional coaching and other learning opportunities

**ESC Region 11 Contact**

TEKS Resource System Specialist
(817) 740-7632
Price List — 2022-2023

The fee is based on technology fees and support fees.
- One-time set-up fee for new districts or additional campuses (see chart below)
- Annual subscription fee (see chart below)
- Annual Support & Development Fee — $5 x enrollment
- Implementing TEKS Resource System (Pacing Tools) — $150
- TExGuides — *Gold package members only (see additional pricing at the bottom of page)

## Technology Fee Structure

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<tr>
<th># Traditional Campuses</th>
<th>One-Time Set-Up Fee (Year 1 Districts or addition of campuses)</th>
<th>Annual Subscription Fee</th>
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## TExGUIDE Fee Structure

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<th>Student Enrollment</th>
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<td>1-1,667</td>
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<td>additional students &gt; 1,667</td>
<td>$3 per student*</td>
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*Example: A district with an enrollment of 2,000 students would pay $5,000 for the first 1,667 students and $999 (333 additional students x $3 each) to total $5,999.
CONSENT AGENDA ITEM  
BOARD MEETING  
June 28, 2022  

**TOPIC:** APPROVE CONFERENCE REGISTRATION FOR ADMINISTRATORS, INSTRUCTIONAL LEADERS, AND TEACHERS  

**BACKGROUND:** 
These research-based professional development events advance the capacity of administrators, instructional leaders, and teachers to improve academic language proficiency for all students in all content areas. Through interactive workshops, conference presenters demonstrate how teachers can engage and support all learners, particularly Emergent Bilinguals, in rigorous and collaborative academic work and how administrators and instructional leaders can foster teacher professional development. 

The conferences for teachers, administrators, and teacher leaders will be led by experts in the field of second language acquisition. Presentation materials for the conferences are included in the registration fee. The professional development series for administrators and instructional leaders will include focused classroom observations and debriefs designed to assist campus leaders in assessing and developing effective teacher practices for working with Emergent Bilinguals.  

**STRATEGIC GOALS:** 
1 - Increase Student Achievement  
4 - Develop a Workforce that is Student and Customer-Centered  

**ALTERNATIVES:** 
1. Approve Conference Registration for Administrators, Instructional Leaders, and Teachers  
2. Decline to Approve Conference Registration for Administrators, Instructional Leaders, and Teachers  
3. Remand to Staff for Further Study  

**SUPERINTENDENT'S RECOMMENDATION:** 
Approve Conference Registration for Administrators, Instructional Leaders, and Teachers  

**FUNDING SOURCE:** Additional Details  
General Fund 199-13-6411-BEA-999-25-370-000000  

**COST:**  
Not-to-Exceed - $547,000
**VENDOR:**

WestED

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*
- Bid Number: 21-083-A
- Number of Bid/Proposals received: 70
- HUB Firms: 8
- Compliant Bids: 70

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

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

District - Wide

**RATIONALE:**

The focus and methodology of the professional development program addresses a demonstrated instructional need, revealed through the Texas English Language Proficiency Assessment System (TELPAS) and the State of Texas Assessments of Academic Readiness (STAAR) results, to provide greater rigor and scaffolded support for Emergent Bilinguals in Fort Worth ISD (FWISD). Assisting teachers to better develop the use of students’ academic English to enhance classroom questioning, discussion, and overall discourse can benefit students at all grade levels and content areas. Developing this pedagogical knowledge in FWISD teachers will help further our students’ academic progress. The leadership institute and classroom visits will help administrators and instructional leaders to support teachers in their implementation of this pedagogical approach. Furthermore, the apprenticeship of new professional developers will allow for sustainability of this initiative. To date, eighteen FWISD teachers, instructional coaches, and administrators have been certified to present the English Language Arts and Reading (ELAR)/Social Studies and Math Building the Base Institutes. Approval of this purchase will allow District staff to present the Elementary and Spanish institutes.
INFORMATION SOURCE:

Marcey Sorensen
Professional Learning (Friday, October 7)

**Visit 2**
Professional Learning (Monday, October 10)
Classroom Observation (Tuesday, October 11/Wednesday, October 12, 2022)

**Visit 3**
Professional Learning (Monday, February 20)
Classroom Observation (Tuesday, February 21/Wednesday, February 22, 2023)

**Visit 4**
Professional Learning (Monday, March 27, 2023)

---

**Project Cost**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost of Service</th>
<th>Suggested Number of Services</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>QTEL Professional Learning Building the Base Institutes (Elementary)</td>
<td>Registration fees for 24 teachers to participate in 4-day institute 45,000 at $1,875 per registrant. (If number of registrants is lower than 24, per registrant fee will increase)</td>
<td>2</td>
<td>90,000</td>
</tr>
<tr>
<td>QTEL Professional Learning Building the Base Institutes (Spanish Language)</td>
<td>Registration fees for 24 teachers to participate in 4-day institute 45,000 at $1,875 per registrant. (If number of registrants is lower than 24, per registrant fee will increase)</td>
<td>2</td>
<td>90,000</td>
</tr>
<tr>
<td>QTEL Professional Learning Building the Base Institutes (Science)</td>
<td>Registration fees for 24 teachers to participate in 4-day institute 45,000 at $1,875 per registrant. (If number of registrants is lower than 24, per registrant fee will increase)</td>
<td>2</td>
<td>90,000</td>
</tr>
<tr>
<td>Apprenticeship Support for (12) Apprentices (Phase I &amp; II)</td>
<td>Registration fees for 12 apprentices to participate in Phase I &amp; II Apprenticeship Support 59,000 at $4,920 per registrant. (If number of registrants is lower than 12, per registrant fee will increase)</td>
<td>1</td>
<td>59,000</td>
</tr>
<tr>
<td>Apprenticeship Support for (12) Apprentices (Phase III)</td>
<td>Registration fees for 12 apprentices to participate in Phase III Apprenticeship Support 59,000 at $4,920 per registrant. (If number of registrants is lower than 12, per registrant fee will increase)</td>
<td>1</td>
<td>59,000</td>
</tr>
<tr>
<td>Apprenticeship Support for (12) Apprentices (Phase IV)</td>
<td>participate in Phase IV Apprenticeship Support $59,000 at $4,920 per registrant. (If number of registrants is lower than 12, per registrant fee will increase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>QTEL Year-Long Professional Learning for Instructional Leaders and Administrators</td>
<td>Registration fees for 32 Instructional Leaders to participate in Year-Long Professional Learning $100,000 at $3,125 per registrant. (If number of registrants is lower than 32, per registrant fee will increase)</td>
<td>1</td>
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<tr>
<td>TOTAL COST</td>
<td>$547,000</td>
<td></td>
<td></td>
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</table>

Note: All these services are fixed price and reflect complete course buyouts for a total of $547,000 for one year as illustrated in the timeline below. Dates and times to be negotiated with the client. All trainings include materials and textbooks required for the courses are included in the course price.

Proposed Timeline of Professional Learning Activities for FWISD 2022-2023

<table>
<thead>
<tr>
<th>Date (Tentative)</th>
<th>Event</th>
</tr>
</thead>
</table>
| Fall, 2022 | • 4-day QTEL Elementary Institute  
• 4-day QTEL Spanish Institute  
• 4-day QTEL Science Institute  
• Apprenticeship Support (phase 1 activities, including: attend institutes, prep for lesson planning; participant observation) |
| Fall, 2022 | • Leadership (Visit 1 and 2, including PL Sessions 1 & 2; Classroom 1)  
• Apprenticeship Support (phase 2 activities, including: participant observations; classroom observations; revised lesson plan; prep seminars for written exercise; benchmark certificate provided) |
| Winter, 2023 | • Leadership (Visit 3, including PL Session 3; Classroom Visit 2)  
• Apprenticeship Support (Phase III activities, support to design their own PD; benchmark certification provided) |
<p>| Spring, 2023 | • Leadership (Visit 4, including PL Session 4) |</p>
<table>
<thead>
<tr>
<th>Summer, 2023 (Possible Dates for institutes: June, 2023)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Apprenticeship Support (Phase IV activities, support to conduct 4-day Building the Base discipline-specific institute)</td>
</tr>
<tr>
<td>• 4-day QTEL Elementary Institute</td>
</tr>
<tr>
<td>• 4-day QTEL Spanish Institute</td>
</tr>
<tr>
<td>• 4-day QTEL Science Institute</td>
</tr>
<tr>
<td>• Apprenticeship Support (Phase IV activities, final support to present 4-day Building the Base discipline-specific institute; benchmark certification provided)</td>
</tr>
</tbody>
</table>

### WestEd/QTEL Qualifications

**WestEd**

The Quality Teaching for English Learners (QTEL) Initiative is part of the Teacher Professional Development program at WestEd. WestEd is a preeminent educational research, development, and service organization with over 600 employees and 15 offices nationwide. Over the past 4 decades, WestEd has been a leader in moving research into practice by conducting research and development programs, projects, and evaluations, providing training and technical assistance, and working with policymakers and practitioners at state and local levels to carry out large-scale school improvement and innovative change efforts. WestEd has over 400 active contracts at any given time, working within most states in the U.S. as well as an increasing number of international projects. In FY 2014, the agency is expecting to operate on program funding of approximately $135 million. Funding for specific projects comes from sources including the U.S. Department of Education (ED), National Science Foundation, U.S. Department of Justice, state departments of education, and universities, as well as school districts, foundations, and other state and local agencies across the country. This large variety of funding sources provides WestEd with a stable funding base and hence a stable organizational structure for carrying out the work of this proposal. WestEd boasts expertise in curriculum development, training, student assessment, school improvement, community partnership building, research and evaluation methods, and policy analysis. Leveraging this expertise, the agency currently hosts a number of centers that conduct R&D and provide technical assistance to state departments of education and school districts nationwide.

WestEd's mission—to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults—is addressed through a full range of projects. Figure 1 indicates how WestEd's core work is distributed by type of R&D activity (based on the FY2014 project characteristics survey).

![Figure 2. WestEd Work: Type Of Activity (2014)](image-url)
TOPIC: APPROVE PURCHASE OF ONLINE LITERACY RESOURCES FOR LEADERSHIP ACADEMY NETWORK SCHOOLS FOR THE 2022 – 2023 SCHOOL YEAR

BACKGROUND:

The Leadership Academy Network (LAN) provides students opportunities that are designed to accelerate student achievement related to reading as well as build instructional capacity to drive student achievement. Through capacity building in the area of literacy, the LAN will be further equipped to produce student achievement that meets/exceeds contractual targets. The LAN would like to continue this effort for the 2022 – 2023 School Year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 – 2023 School Year
2. Decline to Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 – 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 – 2023 School Year

FUNDING SOURCE:  Additional Details

General Fund 199-11-6399-TWU-117-24-416-000000………………$14,355.48
199-11-6399-TWU-124-24-416-000000………………$14,588.72
199-11-6399-TWU-129-24-416-000000………………$13,256.75
199-11-6399-TWU-144-24-416-000000………………$13,360.61

COST: $55,561.56
**VENDOR:**

Renaissance Learning Inc.

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*
- Bid Number: 20-040
- Number of Bid/Proposals received: 225
- HUB Firms: 15
- Compliant Bids: 225

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 – 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at Como Elementary School
The Leadership Academy at John T. White Elementary School

**RATIONALE:**

This purchase will provide the four (4) campuses under the Leadership Academy Network with key concepts and practices upon which accelerated improvement is likely for the 2022 – 2023 school year. The purchase of these services will allow our schools to better analyze students’ abilities and guide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement. The purchase of these items for the network will also allow individual campuses to take advantage of the collective purchasing, yielding a greater overall discount.
INFORMATION SOURCE:

David Saenz
Whitney Clark  
Fort Worth Leadership Academy  
1201 Wesleyan Street Fort Worth, TX 76107

---

Cost proposal

<table>
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<tr>
<th>School</th>
<th>Enrollment</th>
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<td>Como Elementary School</td>
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<tr>
<td>John T White Elementary School</td>
<td>417</td>
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<tr>
<td>Maude I. Logan Elementary School</td>
<td>314</td>
</tr>
<tr>
<td>Mitchell BLVD Elementary School</td>
<td>359</td>
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Discount included in Total: $12,928.83
Grand Total: $55,561.56

Subscription Dates: 7/1/2022-6/30/2023  
Quote 2760876

Includes: Accelerated Reader, myON, myON News, publishers, Star Reading

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License, as previously negotiated, amended, and agreed to by the Parties.

To accept this offer and place an order, please sign and return this Quote. Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date. If your billing address is different from the address at the top of this Quote, please add that billing address below.

These prices will be in effect through 8/31/2022. Prices are subject to change thereafter. Volume discounts may apply to your order. Please contact your Account Executive for a detailed quotation.

Please check here if your organization requires a purchase order prior to invoicing: [ ]
TOPIC: APPROVE PURCHASE OF ADAPTIVE ONLINE INSTRUCTIONAL MATH PROGRAM FOR STUDENTS AT THE LEADERSHIP ACADEMY NETWORK

BACKGROUND:

This supplemental fact fluency program will provide math materials and online instructional math programs to Leadership Academy Network students both in English and Spanish. The District would like to continue using this service to our students for the 2022 – 2023 School Year.

STRATEGIC GOAL:

1. Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network
2. Decline to Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network

FUNDING SOURCE: Additional Details

|                                      | 199-11-6399-TWU-129-24-416-000000 .......... $20,445 |
|                                      | 199-11-6399-TWU-144-24-416-000000 .......... $20,445 |

COST:

$122,670
VENDOR:

Imagine Learning

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 Buyboard, Contract 653-21. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed: Bid
● 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Forest Oak Middle School
The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School
The Leadership Academy at Como Elementary School

RATIONALE:

Fact fluency is a foundational element for students to be successful in mathematics. This online program and site license can be used at home or at school to increase fact fluency and automaticity. It is proven to be effective at developing mathematical skills thus improving students' beliefs about their abilities to do mathematics, and will be provided in both English and Spanish.

INFORMATION SOURCE:

David Saenz
Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Fort Worth ISD
Signature: ____________________________
Name: Nicholas Gesualdi
Title: Director, Strategic School Design & Support
Date: ____________________________

Imagine Learning Representative
Zach Henningsen
Account Executive
512.627.1465
Zach.Henningsen@ImagineLearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.
<table>
<thead>
<tr>
<th>Site</th>
<th>Description</th>
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Subtotal: $122,670.00  
Total: $122,670.00
**Vendor Contract Information Summary**

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<th>Field</th>
<th>Details</th>
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</tr>
<tr>
<td>Contact</td>
<td>Accounting Department</td>
</tr>
<tr>
<td>Phone Number</td>
<td>8013775071</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:purchaseorders@imaginelearning.com">purchaseorders@imaginelearning.com</a></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.imaginelearning.com">www.imaginelearning.com</a></td>
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<td>Federal ID</td>
<td>01-0814204</td>
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<tr>
<td>Accepts RFQs</td>
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</tr>
<tr>
<td>Address Line 1</td>
<td>382 W. Park Circle Ste. 100</td>
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<tr>
<td>Vendor City</td>
<td>Provo</td>
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<td>Vendor State</td>
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<td>Pre-paid and added to invoice</td>
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<td>Women Owned</td>
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<td>Instructional Materials and Classroom Teaching Supplies and Equipment</td>
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<td>Quote Reference Number</td>
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Vendor Contract Information Summary

Return Policy  Imagine Learning provides software as a service on a subscription basis. There is no return of physical goods. For the software license, if the end user loses funding, Imagine Learning is willing to negotiate a return of unused portion of subscription.

Additional Dealers  Imagine Learning, Tucson, AZ
TOPIC: APPROVE LITERACY AND TUTORING SERVICES FOR THE LEADERSHIP ACADEMY NETWORK THROUGHOUT THE 2022 - 2023 SCHOOL YEAR

BACKGROUND:
This national education non-profit organization has a proven record of providing highly structured, volunteer-based tutoring with positive results for students. Both parties will work collaboratively to establish strong relationships with students providing on-site and remote literacy related services, resources, and tutoring programs for students during the 2022 – 2023 school year. The vendor provides 1:1 literacy for a specific list of students based on goals and objectives. Specifically, the vendor provides fundamental reading skills using a one-on-one model with targeted lessons based on students' individual goals and objectives (utilizing previous data). Individual students that engage in the program are referred by their teachers and principals.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 – 2023 School Year
2. Decline to Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 – 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:
Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 – 2023 School Year

FUNDING SOURCE: Additional Details
ESSER Fund
282-11-6299-LDA-117-24-950-000000-22F32.........$25,000
282-11-6299-LDA-124-24-950-000000-22F32.........$25,000
282-11-6299-LDA-129-24-950-000000-22F32.........$25,000
282-11-6299-LDA-144-24-950-000000-22F32.........$25,000
COST:

$100,000

VENDOR:

Reading Partners

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 21–083
Number of Bid/Proposals received: 90
HUB Firms: 16
Compliant Bids: 90

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

Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at Como Elementary School
The Leadership Academy at John T. White Elementary School

RATIONALE:

This purchase will provide the four (4) campuses under the Leadership Academy Network with key concepts, practices, and resources upon which accelerated improvement is likely for the 2022 – 2023 school year. These services will allow our schools to better analyze students’ abilities and guide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement.
INFORMATION SOURCE:

David Saenz
# QUOTE

**Reading Partners**  
2910 Swiss Avenue  
Dallas, TX 75204  
Phone: (214) 821-4500

## CUSTOMER

Fort Worth Independent School District  
Leadership Academy Network  
3015 Avenue D Ste 204  
Fort Worth, TX 76105

<table>
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<tr>
<th>Customer ID</th>
<th>Customer PO</th>
<th>Order Date</th>
<th>Shipped Via</th>
<th>FOB</th>
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**Terms**  
Due Date:  
If Paid By:  
Deduct:  
Sold By:  
0.00

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<tr>
<th>Item No</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Discount</th>
<th>Extended Price</th>
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</thead>
</table>
| 3479    | Individualized literacy services for identified K-3rd grade students during the 2022-23 school year at the following campuses:  
Como Elementary | 1.00 |      |          | $25,000.00 |          | $25,000.00  |
|         | John T. White Elementary | 1.00 |      | $25,000.00 |          | $25,000.00  |
|         | Maude Logan Elementary | 1.00 |      | $25,000.00 |          | $25,000.00  |
|         | Mitchell Boulevard Elementary | 1.00 |      | $25,000.00 |          | $25,000.00  |

Sub Total  
Sales Tax  
Total  
Total Due  

$100,000.00  
$0.00  
$100,000.00  
$100,000.00
TOPIC: APPROVE LEADERSHIP ACADEMY NETWORK PROFESSIONAL LEARNING PLAN FOR THE 2022 – 2023 SCHOOL YEAR

BACKGROUND:

The onsite professional development academy/workshop will utilize unique blended learning resources and solutions for educators that includes items such as a consumable textbook, adaptive software for independent practice. This will also include in-class modeling to assist teachers with developing key indicators for student data and observing/debriefing lessons. It will provide connections for grades 3-12 teachers, and allow them to engage in enhanced in-classroom support, custom professional development, and attendance at the National Math Institute.

STRATEGIC GOAL:

1. Increase Student Achievement

ALTERNATIVES:

1. Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year
2. Decline to Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year

FUNDING SOURCE: Additional Details

General Fund 199-11-6291-TWU-045-11-416-000000……..$38,946.67
199-11-6291-TWU-064-11-416-000000……..$38,946.67
199-11-6291-TWU-117-11-416-000000……..$38,946.68
199-11-6291-TWU-124-11-416-000000……..$38,946.68
199-11-6291-TWU-129-11-416-000000……..$38,946.68
199-11-6291-TWU-144-11-416-000000……..$38,946.68

COST:

$233,680.06
VENDOR:
Carnegie Learning

PURCHASING MECHANISM:
Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-044
Number of Bid/Proposals received: 156
HUB Firms: 34
Compliant Bids: 156

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
Texas Wesleyan University/ Leadership Academy Network
Office of Innovation
The Leadership Academy at Forest Oak Middle School
The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School
The Leadership Academy at Como Elementary School

RATIONALE:
This purchase will provide the six (6) campuses under the Leadership Academy Network with key instructional development practices and professional development upon which accelerated improvement is likely for the 2022 – 2023 school year. On-site instructional coaching and targeted accelerated instruction will promote teacher capacity and student achievement and contribute to the LAN’s partnership goals for student growth and achievement.

INFORMATION SOURCE:
David Saenz
## CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Ft Worth Ind School District</th>
<th>Priscila Dilley</th>
<th>Sharon Roth</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 N University Dr Suite SE223</td>
<td>District Administrator</td>
<td>9728242501</td>
</tr>
<tr>
<td>FORT WORTH, TX, 76107</td>
<td>817-871-2000</td>
<td><a href="mailto:sroth@carnegielearning.com">sroth@carnegielearning.com</a></td>
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### TX Wesleyan LAN Professional Development 22-23

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<tr>
<td>PL Onsite Consulting, Coaching, &amp; Support Math (PL)</td>
<td>Onsite, Job-Embedded In-Classroom Support, Coaching, Consulting, or Partnership Meeting per day</td>
<td>30</td>
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<td>PL Onsite Academy or Custom Workshop Math (PL)</td>
<td>Onsite Academy or Custom Workshop, per day (includes materials), up to 25 participants per facilitator</td>
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<td>LONG + LIVE + MATH: The National Institute General Attendee (inclusive)</td>
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<tr>
<td>TNI [Literacy] Inclusive General Attendee</td>
<td>Literacy for All: The National Institute General Attendee (inclusive)</td>
<td>25</td>
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**TX Wesleyan LAN Professional Development 22-23 TOTAL:** $233,680.06

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TERMS AND CONDITIONS

• The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
• By accepting this quote, Customer accepts Carnegie Learning, Inc.’s Terms of Use policy available at: http://www.carnegielearning.com/terms-of-use
• Prices are subject to change without notice.
• Quote is valid for 30 days.
• Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
• Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
• All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
  • Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
  • Media received in a damaged condition that would render it unsuitable for use.
  • Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
• Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
• Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
• Multi-year licenses run consecutively from license activation date.
• The school district is responsible for providing all hardware necessary to run the software, as specified in CLI’s Systems Requirements (available at http://carnegielearning.com/support). Prices do not include hardware.
• All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
• An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.
• All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING
501 GRANT STREET, SUITE 1075, PITTSBURGH, PA 15219
Phone 888.851.7094 + Fax 412.690.2444 + www.carnegielearning.com

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Page 2 of 2
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE AUTHORIZATION FOR FORT WORTH AFTER SCHOOL (FWAS) AND SCHOOL LEADERSHIP – SUMMER LEARNING TO ENTER INTO CONTRACTS FOR PROVISION OF PARTIAL PROVIDERS FOR THE 2022 - 2023 SCHOOL YEAR (ESSER)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from fifty-two (52) sites in the initial year to eighty-nine (89) sites for the 2022-2023 school year. FWAS program locations are funded through Local, Special Revenue and ESSER funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid 22-083. This is the first year of a five-year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in FWISD Data Warehouse and Qualtrics. Partial Provider Agreements (PPA) that outline all program logistics are completed prior to Purchase Order creation. This Consent Agenda item addresses FWAS and Summer Learning program sites that are funded through ESSER Funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022-2023 School Year (ESSER)
2. Decline to Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022-2023 School Year (ESSER)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022-2023 School Year (ESSER)
FUNDING SOURCE: Additional Details

ESSER Fund 282-61-6299-001-XXX-24-950-000395-23F32 - (FWAS)............$75,000
282-11-6299-XXX-699-24-950-000000-23F32 - (SL)............$500,000

COST:

$575,000

VENDORS:

Acting with Ms. Davis – Performing arts/ Mentoring
Athletes Global Corporation – Physical Enrichment/ STEAM
Building Intellect Tutorial Services – Tutorial Services
Challenge Island – Virtual Academic Enrichment
Clayton Youth Enrichment – QUEST/ Self-Empowerment
En Pointe Muvmentz – Performing Arts
Fort Worth Capoeira – Performing Arts
Fort Worth Museum of Science and History – Academic Enrichment/ STEM
Girls on the Run – Fitness/ Self Esteem
Green Space – Academic Enrichment/ STEM
Homes for Children Corporation – Academic Supports
Homeschool Spanish Academy – Academic Enrichment
Maroon 9 Sickle Cell Support Organization – Fine Arts/ College & Career
National Inventors Hall of Fame – Academic Enrichment/ STEAM
NxtGen Engineering – Academic Enrichment/ Coding
Pura Vida Youth – Performing Arts/ STEAM
RLIFE Inc. Life Skills/ Non-Cognitive Skill Building
Studentnest, Inc. – Academic Enrichment/ College & Career
Thank You Darlin’ Foundation – Performing Arts
The Fort Worth Botanic Garden/ Botanical Research Institute of Texas -Academic Enrichment/ STEM
ThinkCERCA – Tutoring/ Direct and Virtual
University Instructors – Self Esteem/ Self-Empowerment
Unlimited Education & Sports – Physical & Academic Enrichment
Victory Creative Learning – STEM/ Self Esteem
Black Rocket - Digital Arts
Girl Scouts – Self Esteem/ Life Skills
PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-083
Number of Bid/Proposals received: 29
HUB Firms: 5
Compliant Bids: 29

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

FWAS Program Sites:
Diamond Hill-Jarvis High School
North Side High School
Trimble Tech High School
Applied Learning Academy
Benbrook Middle School/High School
TCC Collegiate
Harlean Beal Elementary
Morningside Elementary
A.M. Pate Elementary
Atwood McDonald Elementary
Riverside Applied Learning Center (ALC)
Bill J. Elliott Elementary

Summer Learning Sites:
Multiple Elementary Middle and High School Campuses

RATIONALE:

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

Cherie Washington
TOPIC: APPROVE AUTHORIZATION FOR FORT WORTH AFTER SCHOOL
(FWAS) AND SCHOOL LEADERSHIP – SUMMER LEARNING TO
ENTER INTO CONTRACTS FOR PROVISION OF PARTIAL PROVIDERS
FOR THE 2022 - 2023 SCHOOL YEAR (SPECIAL REVENUE)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from fifty-two (52) sites in the initial year to eighty-nine (89) sites for the 2022-2023 school year. FWAS program locations are funded through Local, Special Revenue and ESSER funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid #22-083. This is the first year of a five-year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in Fort Worth ISD Data Warehouse and Qualtrics. Partial Provider Agreements (PPA) that outline all program logistics are completed prior to Purchase Order creation. This Consent Agenda item addresses FWAS program sites that are funded through Special Revenue Funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022-2023 School Year (Special Revenue)
2. Decline to Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022-2023 School Year (Special Revenue)
3. Remand to Staff for Further Study
SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022-2023 School Year (Special Revenue)

FUNDING SOURCE:  

<table>
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<td>Special Revenue</td>
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COST:  

$60,000

VENDORS:  

- Acting with Ms. Davis – Performing arts/ Mentoring  
- Athletes Global Corporation – Physical Enrichment/ STEAM  
- Building Intellect Tutorial Services – Tutorial Services  
- Challenge Island – Virtual Academic Enrichment  
- Clayton Youth Enrichment – QUEST/ Self-Empowerment  
- En Pointe Muvmentz – Performing Arts  
- Fort Worth Capoeira – Performing Arts  
- Fort Worth Museum of Science and History – Academic Enrichment/ STEM  
- Girls on the Run – Fitness/ Self Esteem  
- Green Space – Academic Enrichment/ STEM  
- Homes for Children Corporation – Academic Supports  
- Homeschool Spanish Academy – Academic Enrichment  
- Maroon 9 Sickle Cell Support Organization – Fine Arts/ College & Career  
- National Inventors Hall of Fame – Academic Enrichment/ STEAM  
- NxtGen Engineering – Academic Enrichment/ Coding  
- Pura Vida Youth – Performing Arts/ STEAM  
- RLIFE Inc. Life Skills/ Non-Cognitive Skill Building  
- Studentnest, Inc. – Academic Enrichment/ College & Career  
- Thank You Darlin’ Foundation – Performing Arts  
- The Fort Worth Botanic Garden/ Botanical Research Institute of Texas-Academic Enrichment/ STEM  
- ThinkCERCA – Tutoring/ Direct and Virtual  
- University Instructors – Self Esteem/ Self-Empowerment  
- Unlimited Education & Sports – Physical & Academic Enrichment  
- Victory Creative Learning – STEM/ Self Esteem  
- Black Rocket - Digital Arts  
- Girl Scouts – Self Esteem/ Life Skills
PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-083
Number of Bid/Proposals received: 29
HUB Firms: 5
Compliant Bids: 29

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

Dunbar High School
Eastern Hills High School
Southwest High School
Western Hills High School
O.D. Wyatt High School
Kirkpatrick Middle School
Meacham Middle School
J. M. Jacquet Middle School
Wedgwood Middle School
Leonard Middle School

RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington
TOPIC: APPROVE AUTHORIZATION FOR FORT WORTH AFTER SCHOOL (FWAS) AND SCHOOL LEADERSHIP – SUMMER LEARNING TO ENTER INTO CONTRACTS FOR PROVISION OF PARTIAL PROVIDERS FOR THE 2022 - 2023 SCHOOL YEAR (LOCAL)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from fifty-two (52) sites in the initial year to eighty-nine (89) sites for the 2022-2023 school year. FWAS program locations are funded through Local, Special Revenue and ESSER funds. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. In an effort to expedite services, leverage resources and collaborate, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid #22-083. This is the first (1st) year of a five (5) year cycle. FWAS and Summer Learning team members will provide oversight and monitor their respective program sites. Program and outcome data will be collected through site observations, regular trainings, and completion of student, staff and parent surveys. Data will be housed in Fort Worth ISD Data Warehouse and Qualtrics. Partial Provider Agreements (PPA) that outline all program logistics are completed prior to Purchase Order creation. This Consent Agenda item addresses FWAS program sites that are funded through Local Funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (Local)
2. Decline to Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (Local)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 – 2023 School Year (Local)
**FUNDING SOURCE:**

**Additional Details**

General Fund 199-61-6299-001-XXX-30-395-000000

**COST:**

$150,000

**VENDORS:**

- Acting with Ms. Davis – Performing arts/ Mentoring
- Athletes Global Corporation – Physical Enrichment/ STEAM
- Building Intellect Tutorial Services – Tutorial Services
- Challenge Island – Virtual Academic Enrichment
- Clayton Youth Enrichment – QUEST/ Self-Empowerment
- En Pointe Mvmentz – Performing Arts
- Fort Worth Capoeira – Performing Arts
- Fort Worth Museum of Science and History – Academic Enrichment/ STEM
- Girls on the Run – Fitness/ Self Esteem
- Green Space – Academic Enrichment/ STEM
- Homes for Children Corporation – Academic Supports
- Homeschool Spanish Academy – Academic Enrichment
- Maroon 9 Sickle Cell Support Organization – Fine Arts/ College & Career
- National Inventors Hall of Fame – Academic Enrichment/ STEAM
- NxtGen Engineering – Academic Enrichment/ Coding
- Pura Vida Youth – Performing Arts/ STEAM
- RLIFE Inc. Life Skills/ Non-Cognitive Skill Building
- Studentnest, Inc. – Academic Enrichment/ College & Career
- Thank You Darlin’ Foundation – Performing Arts
- The Fort Worth Botanic Garden/ Botanical Research Institute of Texas-Academic Enrichment/ STEM
- ThinkCERCA – Tutoring/ Direct and Virtual
- University Instructors – Self Esteem/ Self-Empowerment
- Unlimited Education & Sports – Physical & Academic Enrichment
- Victory Creative Learning – STEM/ Self Esteem
- Black Rocket - Digital Arts
- Girl Scouts – Self Esteem/ Life Skills

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

**Bid/Proposal Statistics**

Bid Number: 22-083
Number of Bid/Proposals received: 29
HUB Firms: 5
Compliant Bids: 29
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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Carter-Riverside High School  
South Hills High School  
Polytechnic High School  
Paschal High School  
Wedgwood 6th Grade  
Meadowbrook Middle School  
Rosemont Middle School  
Stripling Middle School  
International Newcomer Academy  
Young Women’s Leadership Academy  
Carter Park Elementary School  
George C. Clarke Elementary School  
Daggett E. M. Elementary School  
East Handley Elementary School  
C.C. Moss Elementary School  
W.M. Green Elementary School  
Van Zandt-Guinn Elementary School  
Hubbard Heights Elementary School  
Oakhurst Elementary School  
Natha Howell Elementary School  
Maudrie Walton Elementary School  
South Hi Mount Elementary School  
Sunrise Elementary School  
W.J. Turner Elementary School  
T.A. Sims Elementary School  
Edward J. Briscoe Elementary School  
Alice Contreras Elementary School  
Dolores Huerta Elementary School
RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

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

BACKGROUND:

The Fort Worth Independent School District (FWISD), in partnership with community behavioral health providers, operates four (4) Family Resource Centers (FRCs) and one (1) Family Action Center (FAC). The clinics provide affordable behavioral health services to children in the District. Since 2015, the FRCs have received over 3,500 referrals to help coordinate and facilitate students needing behavioral health services.

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

Many of the services offered through the FRC sites are available at no cost to the District. Other specialty or high-demand services not available through a shared, cost-free commitment, must be sought out by the FRC administrators and contracted for on an annual basis. One such population for which there is a high need for behavioral health services, but low availability is for indigent, uninsured, or low-income FWISD students and families. FWISD is the payer of last resort and will only be invoiced on students who were designated as “district paid” by Family Resource Center staff.

The period of performance shall be from the date of award through May 31, 2023, with the option to extend the agreement for up to five (5) additional one (1) year periods, contingent upon funding.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers
2. Decline to Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers
3. Remand to Staff for Further Study
SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:  Additional Details

General Fund  199-31-6219-001-999-99-206-000000………………..$125,000
Grant Fund    289-31-6219-FRC-999-24-512-000000-23F12………..$100,000

COST:

Not-to-Exceed - $225,000 Annually

VENDORS:

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

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-130
Number of Bid/Proposals received: 30
HUB Firms: 1*
Compliant Bids: 20
The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Family and Community Resources

**RATIONALE:**

Approval would allow students who would otherwise go untreated access to behavioral health services.

**INFORMATION SOURCE:**

Cherie Washington
TOPIC: APPROVE AND AWARD A CONTRACT RENEWAL TO AN ABSENCE VERIFICATION SYSTEM

BACKGROUND:

The Board originally approved the absence verification system on June 28, 2016. Due to outdated servers, the system is no longer supported by the vendor and, as result, the District must move to a hosted environment which has become standard practice in the industry. The District released a request for proposal (RFP) 16-058 entitled “Absence Verification System” and received responses from two (2) firms. After review for the proposals, vendor demonstrations, and evaluations the District is recommending the award to SmartFind Express.

The absence verification system allows all District employees to report their absences and helps secure substitutes for those positions that require them. The verification system is also used for daily, monthly, and yearly absence reports, for verification purposes and the data is imported into the payroll system. The proposal is for the date of award through August 31, 2020, with a five (5), 1-year renewal options. Renewal options will be at the sole discretion of the District. The verification system includes the transition to the SmartFind SaaS Solution, sub eligible user profiles, and substitute user profiles.

The second renewal contract for SmartFind Express NonSub Eligible, is a 12-month term, with the start date on August 1, 2022, and end date on July 31, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve and Award a Contract Renewal to an Absence Verification System
2. Decline to Approve and Award a Contract Renewal to an Absence Verification System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve and Award a Contract Renewal to an Absence Verification System

FUNDING SOURCE

General Fund 199-41-6299-001-750-99-105-000000

Additional Details
COST:

$72,403.04

VENDOR:

PowerSchool

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 16-058
Number of Bid/Proposals received: 2
HUB Firms: 0
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. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:
- Bid Number 16-058
- 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 for the Absence Verification System, SmartFind, will provide the District with an accurate method of reporting, recording and verifying absences District-wide as well as acquiring substitutes for positions requiring such.

INFORMATION SOURCE:

Raúl Peña
Prepared By: Dan Daughtry
Customer Name: Fort Worth Independent School District

Contract Term: 12 Months
Start Date: 1-AUG-2022
End Date: 31-JUL-2023
Billing Frequency: Annually

Customer Contact: Trine Gonzales
Title: Administrative Assistant to Chief Human Capital Management
Address: 100 N. University Drive
City: Fort Worth
State/Province: Texas
Zip Code: 76107
Phone #: (817) 871-2000

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<td>SmartFind Express Sub Eligible</td>
<td>1.00</td>
<td>Each</td>
<td>USD 67,295.51</td>
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License and Subscription Totals: **USD 72,403.04**

| Quote Total | Initial Term | 1-AUG-2022 - 31-JUL-2023 | Payment Total | USD 72,403.04 |

Fees charged in subsequent periods after the duration of this quote may be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be in accordance with the Texas Prompt Payment Act. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer dated September 17, 2021, as amended by the attached Exhibit A.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Eric Shander
Title: Chief Financial Officer
Date: 4-MAY-2022
PO Number: 

Fort Worth Independent School District

Signature:

Printed Name:
Title: 
Date: 
138
AMENDMENT

This Amendment ("Amendment") by and between PowerSchool Group LLC ("PowerSchool") and Fort Worth Independent School District ("School") modifies the Agreement as mutually agreed herein and is effective as of May 27, 2022, when duly executed by the Parties hereto ("Effective Date"). POWERSCHOOL and SCHOOL are referred to individually as "Party" and collectively as "Parties" under this Amendment.

Recitals

WHEREAS, the Parties entered into the Main Services Agreement with a start date of September 17, 2021, together with all schedules, terms and conditions, and amendments thereto (collectively, the "Agreement") which provided School a subscription based license to certain software and related services as more particularly set forth therein; and

WHEREAS, the Parties have agreed to amend certain terms associated with PowerSchool's Master Services Agreement, as set out below;

NOW THEREFORE, in consideration of the mutually agreed covenants herein, the Parties agree as follows:

Amendments

1. Section 2.3.3 is amended by deleting the second sentence and replacing it with the following: "To the extent permitted by applicable law, Customer will hold PowerSchool harmless from claims for damages resulting from Customer's misuse of the PowerSchool Product(s), including PowerSchool's Intellectual Property Rights."

2. Section 10 is amended by deleting the fourth sentence and replacing it with the following: "Except as indicated in Section 9, Customer agrees that the use of PowerSchool Product(s) is at Customer's own risk."

3. Section 11.3 (Suspension) is deleted in its entirety and replaced with the following: "Suspension. PowerSchool will have the right to suspend performance under this Agreement in the event that Customer is notified that it is in breach of any of its obligations under this Agreement and fails to cure the breach within fifteen (15) days of the notice."

4. Section 11.8 (Liquidated Damages) is deleted in its entirety.

5. Section 13.2 (Indemnification by Customer) is deleted in its entirety.

6. Section 14.1 (Governing Law) is amended to provide that governing law will be Texas and the venue will be Tarrant County, Texas.

7. The first sentence of section 14.2 (Compliance Verification) is deleted in its entirety and replaced with the following: "Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of the Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit; (b) make requested personnel records, and information related to the Services reasonably available to PowerSchool or its
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE CONTRACT RENEWAL FOR CONTRACTED STUDENT SUPPORT SERVICES, CASE MANAGEMENT, AND WRAPAROUND SERVICES FOR THE 2022 - 2023 SCHOOL YEAR

BACKGROUND:

Fort Worth ISD (FWISD) is requesting contract renewal for three (3) contracted Tarrant County agencies to continue to provide supplementary case management and wraparound services to sixty-two (62) Tier 3, 4, and 5 schools across the District. These vendors were approved by the Board on September 28, 2021, Request for Proposal (RFP) 22-013. All services provided will continue to support increased student achievement through the following impact measures:

- Increased school attendance
- Decreased behavior and discipline referrals
- Improved core course grades
- Improved promotion and completion rates

The following vendors are recommended for contract renewal:

1. Communities in Schools
2. Girls Inc.
3. MHMR of Tarrant County

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year
2. Decline to Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year

FUNDING SOURCE: Additional Details

ESSER Fund 282-32-6299-001-999-24-950-000204-22F32
COST:

$3,373,709

VENDORS:

Communities in Schools............$1,218,000
Girls Inc..................................$200,000
MHMR of Tarrant County.........$1,955,709

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-013
Number of Bid/Proposals received: 6
HUB Firms: 0
Compliant 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 vendors listed above have been selected to support this purchase. This purchase 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

1. Communities in Schools will continue serving twenty-one (21) campuses
   - See attached contract, Addendum B
2. Girls Inc. of Tarrant County will continue serving four (4) campuses
   - See attached contract, Addendum B
3. MHMR of Tarrant County will continue serving thirty-seven (37) campuses
   - See attached contract, Addendum B
RATIONALE:

FWISD's campuses with a high level of academic and social-emotional student needs include those rated Tier 3, 4 and 5 on the School Performance Framework (SPF). Sixty-two (62) of these campuses were offered the opportunity to receive additional contracted support for targeted students through professional case management and wraparound services during the 2022-2023 school year. Campus administrators selected from the approved vendors. Student and program success measures include:

• increased school attendance
• decreased behavior and discipline referrals
• improved core course grades
• improved promotion and completion rates

INFORMATION SOURCE:

Cherie Washington
CONTRACTOR/CONSULTANT SERVICE CONTRACT

COMMUNITIES IN SCHOOLS

EXHIBIT “B”

Target Campuses

Communities In Schools ("CIS") shall, in satisfactory performance of this contract, provide overall management and supervision of the programs on the following twenty-one (21) District campuses.

1. 001, Amon Carter-Riverside High School
2. 005, Dunbar High School
3. 008, Northside High School
4. 014, Southwest High School
5. 042, Daggett Middle School
6. 044, J.P. Elder Middle School
7. 049, Kirkpatrick Middle School
8. 053, Monnig Middle School
9. 054, Morningside Middle School
10. 056, Riverside Middle School
11. 061, Leonard Middle School
12. 070, Jean McClung Middle School
13. 120, Rufino Mendoza Elementary School
14. 143, D. McRae Elementary School
15. 147, Morningside Elementary School
16. 160, Maudrie M. Walton Elementary School
17. 169, Sunrise McMillan Elementary School
18. 180, Western Hills Elementary School
19. 206, Bill J. Elliott Elementary School
20. 208, T.A. Sims Elementary School
21. 209, Edward J. Briscoe Elementary School
Target Campuses

Girls Inc. shall, in satisfactory performance of this contract, provide overall management and supervision of the Girls Inc. programs on the following District campuses.

1. #004 Diamond Hill High School
2. #060 Wedgwood Middle School
3. #101 Alice Contreras Elementary School
4. #222 Clifford Davis Elementary School
CONTRACTOR/CONSULTANT SERVICE CONTRACT
MY HEALTH MY RESOURCES (MHMR)
EXHIBIT "B"

Target Campuses

MHMR shall, in satisfactory performance of this contract, provide overall management and supervision of the MHMR programs on the following District campuses.

<table>
<thead>
<tr>
<th>#</th>
<th>School Name</th>
<th>#</th>
<th>School Name</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>South Hills High School</td>
<td>35.</td>
<td>J.T. Stevens Elementary School</td>
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<td>2.</td>
<td>Eastern Hills High School</td>
<td>36.</td>
<td>Edward J. Briscoe Elementary School</td>
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<td>3.</td>
<td>Polytechnic High School</td>
<td>37.</td>
<td>Seminary Hills Park Elementary School</td>
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<td>4.</td>
<td>O.D. Wyatt High School</td>
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<td>5.</td>
<td>Wedgwood 6th Grade Center</td>
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<td>6.</td>
<td>William James Middle School</td>
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<td>7.</td>
<td>W.A. Meacham Middle School</td>
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<td>8.</td>
<td>Meadowbrook Middle School</td>
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<td>9.</td>
<td>William Monnig Middle School</td>
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<td>10.</td>
<td>Morningside Middle School</td>
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<td>11.</td>
<td>Como Montessori School</td>
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<td>12.</td>
<td>Benbrook Middle-High School</td>
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<td>13.</td>
<td>Young Men’s LA</td>
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<td>14.</td>
<td>West Handley Elementary School</td>
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<td>15.</td>
<td>Carroll Peak Elementary School</td>
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<td>16.</td>
<td>Carter Park Elementary School</td>
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<td>17.</td>
<td>George C. Clarke Elementary School</td>
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<td>18.</td>
<td>Hazel Harvey Peace Elementary School</td>
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<td>19.</td>
<td>E. M. Daggett Elementary School</td>
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<td>20.</td>
<td>East Handley Elementary School</td>
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<td>21.</td>
<td>Christene C. Moss Elementary School</td>
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<td>22.</td>
<td>W.M. Green Elementary School</td>
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<td>23.</td>
<td>Van Zandt-Guinn Elementary School</td>
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<td>24.</td>
<td>Hubbard Heights Elementary School</td>
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<td>25.</td>
<td>Kirkpatrick Elementary School</td>
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<td>26.</td>
<td>Charles E. Nash Elementary School</td>
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<td>27.</td>
<td>Natha Howell Elementary School</td>
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<td>28.</td>
<td>Oaklawn Elementary School</td>
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<td>29.</td>
<td>A.M. Pate Elementary School</td>
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<td>30.</td>
<td>Luella Merrett Elementary School</td>
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<td>31.</td>
<td>Versia L. Williams Elementary School</td>
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<td>32.</td>
<td>Sagamore Hill Elementary School</td>
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<td>33.</td>
<td>Westcreek Elementary School</td>
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<td>34.</td>
<td>Western Hills Elementary School</td>
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<td></td>
<td>Western Hills Primary School</td>
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CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE CONTRACT WITH LEADERSHIP ACADEMY NETWORK AND A LITERACY / EDUCATIONAL VENDOR TO PROVIDE WRITING INSTRUCTIONS AND PROFESSIONAL DEVELOPMENT

BACKGROUND:

The Leadership Academy Network (LAN) will provide high quality, innovative resources to promote social-emotional learning, cultural relevance, and best practices in writing instruction. The Educational vendor has a research foundation and will support teachers in learning how to build teacher expertise and motivate students to write critically, creatively, and coherently.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract with Leadership Academy Network and a Literacy/Educational Vendor to Provide High Quality Writing Instructions and Professional Development
2. Decline to Approve Contract with Leadership Academy Network and a Literacy/Educational Vendor to Provide High Quality Writing Instructions and Professional Development
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract with Leadership Academy Network and a Literacy/Educational Vendor to Provide High Quality Writing Instructions and Professional Development

FUNDING SOURCE: Additional Details:

<table>
<thead>
<tr>
<th>General Fund</th>
<th>199-11-6399-TWU-045-24-416-000000 ..........$14,668.75</th>
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<tr>
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<td>199-11-6399-TWU-064-24-416-000000 ..........$14,668.75</td>
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<tr>
<td></td>
<td>199-11-6399-TWU-144-24-416-000000 ..........$15,106.13</td>
</tr>
</tbody>
</table>

COST:

$89,762
**VENDOR:**

Scholastic Inc.

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 20-040  
Number of Bid/Proposals received: 225  
HUB Firms: 0  
Compliant Bids: 225

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Texas Wesleyan University/ Leadership Academy Network  
Office of Innovation  
The Leadership Academy at Forest Oak Middle School  
The Leadership Academy at Forest Oak – 6th Grade Campus  
The Leadership Academy at Maude I. Logan Elementary School  
The Leadership Academy at Mitchell Boulevard Elementary School  
The Leadership Academy at John T. White Elementary School  
The Leadership Academy at Como Elementary School

**RATIONALE:**

This purchase will provide the six (6) campuses under the Leadership Academy Network with key concepts, practices, and professional development upon which accelerated improvement is likely for the 2022 – 2023 school year. The professional development will provide teacher resources and professional development to the schools and will align to the District’s goals for improving student writing instruction in the upcoming school year.
INFORMATION SOURCE:

David Saenz
## Timeline and Proposed Costs Option 2

<table>
<thead>
<tr>
<th>2022 2023</th>
<th>Professional Learning</th>
<th>PLCs</th>
<th>Job-Embedded Coaching</th>
<th>Leadership Sessions</th>
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<tbody>
<tr>
<td>June</td>
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<td>June</td>
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</tbody>
</table>

### Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Item #</th>
<th>Unit Price</th>
<th># of Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug <strong>Traits Writing Implementation</strong> (3 hours) <em>Kindergarten</em></td>
<td>824459</td>
<td>$1,749.50*</td>
<td>1</td>
<td>$1,749.50</td>
</tr>
<tr>
<td>Aug <strong>Traits Writing Implementation</strong> (3 hours) <em>1st – 2nd Grade</em></td>
<td>824459</td>
<td>$1,749.50*</td>
<td>1</td>
<td>$1,749.50</td>
</tr>
<tr>
<td>Aug <strong>Traits Writing Implementation</strong> (3 hours) <em>3rd – 5th Grade</em></td>
<td>824459</td>
<td>$1,749.50*</td>
<td>1</td>
<td>$1,749.50</td>
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<tr>
<td>Date</td>
<td>Program</td>
<td>Description</td>
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<td>Aug</td>
<td><strong>Traits Writing Implementation</strong> (3 hours)</td>
<td>6th – 8th Grade                                                                                                                                ---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>1</td>
<td>$1,749.50</td>
</tr>
<tr>
<td>Aug - Feb</td>
<td><strong>Como ES</strong> PLCs and Instructional Coaching Support</td>
<td>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers’ progress toward meeting individual goals for student success.</td>
<td>6</td>
<td>$2,299.00</td>
</tr>
<tr>
<td>Aug - Feb</td>
<td><strong>John T. White ES</strong> PLCs and Instructional Coaching Support</td>
<td>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers’ progress toward meeting individual goals for student success.</td>
<td>6</td>
<td>$2,299.00</td>
</tr>
<tr>
<td>Aug - Feb</td>
<td><strong>Maude Logan ES</strong> PLCs and Instructional Coaching Support</td>
<td>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers’ progress toward meeting individual goals for student success.</td>
<td>6</td>
<td>$2,299.00</td>
</tr>
<tr>
<td>Aug - Feb</td>
<td><strong>Mitchell Blvd ES</strong> PLCs and Instructional Coaching Support</td>
<td>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers’ progress toward meeting individual goals for student success.</td>
<td>6</td>
<td>$2,299.00</td>
</tr>
<tr>
<td>Aug - Feb</td>
<td><strong>Forest Oak 6th Grade</strong> PLCs and Instructional Coaching Support</td>
<td>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers’ progress toward meeting individual goals for student success.</td>
<td>6</td>
<td>$2,299.00</td>
</tr>
<tr>
<td>Aug - Feb</td>
<td><strong>Forest Oak MS</strong> PLCs and Instructional Coaching Support</td>
<td>In-person, student-centered instructional coaching with a focus on literacy instruction using Traits Writing and Comprehension Clubs. Teachers and Scholastic Literacy Specialist will reflect on teachers’ progress toward meeting individual goals for student success.</td>
<td>6</td>
<td>$2,299.00</td>
</tr>
</tbody>
</table>

*Must be delivered on same day to receive discount pricing.*

Total $89,762.00
TOPIC: APPROVE CONTRACT TO PROVIDE COMMUNITY-BASED SUPPORTED EMPLOYMENT TRAINING FOR STUDENTS WITH MODERATE TO SEVERE DISABILITIES

BACKGROUND:

Amplify (formerly known as Expanco, Inc.) will provide services to students with disabilities which severely restrict access to competitive employment. Enrolled students will acquire training and skills needed to affect a seamless move into post-secondary community based supported employment options. The initial period of performance for this proposal is from the date of award through August 31, 2018 with the option to extend for an additional five (5) years in one (1) year increments.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student & Customer-Centered

ALTERNATIVES:

1. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
2. Decline to Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities

FUNDING SOURCE: Additional Details

Special Revenue 224-11-6299-001-035-23-513-000000-23F13
COST:

$150,480 (Annual Expense)

VENDOR:

Amplify (formerly known as Expanco, Inc.)

PURCHASING MECHANISM:

Bid/RFP/RFQ

Purchasing Support Documents Needed:

● RFP 13-016

PARTICIPATING SCHOOL/DEPARTMENTS:

Fort Worth ISD High Schools District - Wide

RATIONALE:

To prepare transition students with special needs for job placement.

INFORMATION SOURCE:

Marcy Sorensen
May 16, 2022

Fort Worth ISD
Special Education Department
100 N. University Drive NE 231
Fort Worth, TX 76107
ATTN: Dianne Hawkins

AMPLIFY

Amplify/EXPANCO, Inc. is confirming that we are continuing to offer Vocational Transition Services to up to 24 students at a daily rate of $33.00 for a maximum number is 190 days. Contract not to exceed $150,480.

We look forward to our continued partnership.

Sincerely,

Dena K. Walts
President
TOPIC: APPROVE RENEWAL OF THE EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT WITH TEACH FOR AMERICA (TFA)

BACKGROUND:

Closely analyzing the District’s teacher recruiting pipelines and partnerships and to ensure that the District is able to place the most effective teacher in all Fort Worth ISD (FWISD) classrooms, is a critical component of the Talent Management (TM) Department. As such, the Department developed a partnership with a proven provider recognized for their work in recruiting, selecting, training and supporting teachers specifically for the needs of urban schools.

TFA rigorously recruits from the nation’s top universities and provides intensive training and support to place recently graduated leaders in high need classrooms. Additionally, TFA has developed a comprehensive support model to ensure these teachers are able to drive meaningful impacts. The District is recommending renewing the partnership with Teach for America for an additional (1) one-year cohort commencing in 2023. The cohort is a two-year (2) commitment ending in 2024.

STRATEGIC GOALS:

Goal 1 - Increase Student Achievement
Goal 4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Renewal of the Educational Professional Services Agreement with Teach for America (TFA)
2. Decline to Approve Renewal of the Educational Professional Services Agreement with Teach for America (TFA)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of the Educational Professional Services Agreement with Teach For America (TFA)

FUNDING SOURCE: Additional Details

General Fund 199-41-6299-001-750-99-105-000000
COST:

2022-2023 Cohort Year 1 .............$48,000
2023-2024 Cohort Year 2 .............$60,000

Estimated Total .................... $108,000

VENDOR:

Teach for America

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 - Wide

RATIONALE:

The identified partnership provides access to a critical talent pipeline of teacher talent specifically recruited, trained and supported to accelerate student achievement in urban classrooms. Moreover, this pipeline will predominantly focus on traditionally hard-to-staff content areas and levels (i.e. bilingual, secondary math and science). The District recommends maintaining the relationship with TFA for the 2023-2024 school year by sponsoring 15 cohort members for the (2) two-year commitment. The District will re-evaluate the agreement at a later time.

INFORMATION SOURCE:

Raúl Peña
One day, all children in this nation will have the opportunity to attain an excellent education.

FINANCIAL INVESTMENT

The projected financial investment for Teach For America corps members employed for the 2022-2023 school year is outlined below. Please note that the costs outlined below cover second year corps members, pursuant to the earlier signed Professional Services Agreement, as well as projected first year corps members, who would be included in the proposed service agreement.

Your financial support helps offset part of the current expense of approximately $20,000 per corps member per year that Teach For America incurs in the recruitment, selection, training, placement, and on-going professional development for each of these teachers. Your support is leveraged in our efforts as we raise the remaining sum from other public and private sources. Your continued participation and supportive collaboration empowers us to continue bringing these motivated, energetic, highly-qualified teachers to your district so they can focus their energies on affecting significant academic gains with their students.

The recruitment, selection, training, and on-going professional development of Teach For America teachers under contract with Fort Worth Independent School District for the 2022-2023 academic year is offered at the rate of $4,000 per second year TFA corps member [pursuant to the existing Professional Services Agreement], and $4,000 per first year TFA corps member, as proposed in the new Professional Services Agreement.

<table>
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<th>Contribution</th>
<th>Qty.</th>
<th>Total</th>
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<tr>
<td>First year Teach For America teachers [2022 corps]</td>
<td>$4,000</td>
<td>15</td>
</tr>
<tr>
<td>Second year Teach For America teachers [2021 corps]</td>
<td>$4,000</td>
<td>12</td>
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<td><strong>Total 2022-2023 school year contribution</strong></td>
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<td></td>
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<td><strong>$108,000</strong></td>
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</tbody>
</table>

Projected contribution for lifetime of this agreement [2022 corps]

$8,000 15 $120,000

Rea J. Foster  
Executive Director  
Teach For America • Dallas-Fort Worth

707 West Vickery Blvd. Suite 102 • Fort Worth, TX 76104 • P 682-233-5418 • www.teachforamerica.org
DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is effective as of the latest date of execution below and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit with regional office located at 600 North Pearl Street, Suite 2300, Dallas, TX 75201 and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (“School District”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training, and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, the Fort Worth Independent School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, the School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

A. Hiring Commitment.

i. Teach For America will use its reasonable efforts to provide teacher candidates (“Teachers”) (the “Agreed Number”) for employment with School District, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement. Teach For America will not supply the School District with any Teachers above the Agreed Number without the School District’s written permission. School District agrees to pay the fee for each additional Teacher approved in writing. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts, if any.

ii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource, or teacher’s aide positions.

iii. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters, and not restricted or limited to so-called “critical” or “shortage” subjects or grade level vacancies.
iv. To the extent reasonably practicable, School District will employ two (2) or more Teachers per individual Partner School. This is with the understanding that this is not a requirement, rather a goal whenever possible.

v. The Agreed Number of Teachers for hire in a specific academic year shall be determined on the basis of two components: (i) the number of Teachers; and (ii) the proposed distribution of certification area. School District hereby agrees that it will hire Teachers, as it deems necessary and in its sole discretion, across the full range of certification areas offered by Teach For America. Teach For America will use reasonable best efforts to provide Teachers that match the Agreed Number subject to the limitations set forth in section I.A of this Agreement.

vi. Teach For America and School District will collaborate in the fall of each subsequent year of this Agreement to develop a proposal for the percentage of the number of Teachers that will be hired in a specific certification area in the upcoming academic year, if any. Specifically, the Parties hereby agree to make reasonable best efforts to ensure that distribution of Teachers hired under this Agreement is as follows with respect to the subject areas identified below:
   a. Elementary Bilingual Education
   b. Elementary General Education
   c. Secondary Math
   d. Secondary Science
   e. Secondary English Language Arts
   f. Secondary Social Studies

vii. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, the school’s student population must be considered high poverty relative to the overall student population, or a school in which fifty percent or more of the school’s student population receives free or reduced lunch.

B. Hiring Process,
   i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District’s established hiring practices.
   
   ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. At its discretion, School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher’s grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
   
   iii. Subject to its obligations under contracts or applicable law, at its discretion, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. “Alternative employment” includes, but is not limited to substitute teaching positions, “pool” teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.
II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

A. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

B. Commitment to Diversity. Teach For America is committed to the following: “Teach For America seeks to enlist our nation's most promising future leaders in the movement to eliminate educational inequity, and we know these leaders will be diverse in ethnicity, race, and economic background. Their places on the political spectrum and their religious beliefs will be similarly varied, and we seek individuals of all genders and sexual orientations and regardless of physical disabilities. Maximizing the diversity of our organization is important so that we can benefit from the talent and energy of all those who can contribute to our effort, and also to increase the opportunity for engagement in the circles of influence in our tremendously diverse society. Moreover, we seek to be diverse because we aspire to serve as a model of the fairness and equality of opportunity we envision for our nation.”

C. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America (“Pre-Service Training”), in order to prepare Teachers for this work.

D. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the “Requirements”). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

A. Employment Status.

i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

ii. Nothing in this Agreement shall be construed to make Teach For America a party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.

v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s) without any additional compensation to Teach For America.

B. **Compensation of Teachers.** School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. **Reductions in Force.** Subject to its obligations under applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. **Compliance with Anti-Harassment and Non-Discrimination Regulations.** Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status.

IV. **TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:**

A. **Professional Development and On-Line Data Storage Services.**
   i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as online data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the “Professional Development Services”). If professional development services must be provided virtually, at Teach For America’s discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of
these professional development services, Teach For America may provide online data storage services on Teach For America’s software and servers.

ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, “Student Records”). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”). In the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and only for the purposes for which disclosure was made.

iv. Data provided to Teach For America by School District will be governed by the Data Sharing Agreement, hereby incorporated and made part of this Agreement as Attachment A.

B. Certification and Credentialing Services.

i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement.

ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record. School District shall not be responsible for any additional payments to Teach For America for any teacher that fails to maintain their teaching credentials from the point the credentials are no longer valid.

V. GENERAL PROVISIONS

A. Fees-for-Service.

i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this Agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. With respect to each Teacher whose employment by School District is to commence in the 2022-2023 academic year, School District shall pay Teach For America an annual amount of $4000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year. Invoice must be valid in accordance with the Texas Prompt Payment Act.

D. Term. The term of this Agreement shall be for the period of two years and will cover all Teachers whose employment begins with the School District during the 2022-2023 academic year. This Agreement will expire on the last school day of the 2023-2024 academic year so that the Teachers hired by School District during the 2022-2023 academic year are able to fulfill the second year of employment, as indicated under the terms of this Agreement. No new teachers will be hired under this Agreement for the 2023-2024 academic year.

E. Termination. This Agreement may be terminated as follows:
   i. at any time by mutual written agreement of the Parties;
   ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
   iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this Agreement shall become void, with the exceptions that Section IIIA-C (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections V.G. (No Warranty), V.H. (Mutual Indemnification), and V.I. (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination for services already rendered.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America.

H. Mutual Indemnification.
   i. Teach For America shall indemnify, defend, and hold harmless the School District and its officers, directors, employees and agents (the "Indemnities") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.
I. **Limitation of Liability.** Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 12 months of the expiration or termination of this Agreement, whichever is earliest.

J. **Surveys.** School District acknowledges that Teach For America may survey Teachers regarding its programming and professional development of Teachers in the classroom.

K. **Amendment/Modification/Extension.** Any amendment, modification, extension must be in writing and signed by each Party.

L. **Counterparts.** This Agreement may be executed in any number of counterparts (including by electronic transmission).

M. **Governing Law.** This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Texas.

N. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

O. **Notices.** Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

### DISTRICT CONTACT

<table>
<thead>
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<th>Name:</th>
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<tbody>
<tr>
<td>Title:</td>
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<tr>
<td>Address:</td>
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<td>Email:</td>
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### TEACH FOR AMERICA:

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<tr>
<th>Name:</th>
<th>Rea Foster</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Address:</td>
<td>600 N. Pearl Street, Suite 2300, Dallas, TX 75201</td>
</tr>
</tbody>
</table>

### With a copy to:

Office of Legal Services  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, TX 76107

### With an electronic copy to:

Name: TFA Legal Affairs  
Email: LegalAffairs@teachforamerica.org  
*Send only notices related to breach of contract and indemnity.*
IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

<table>
<thead>
<tr>
<th>Fort Worth Independent School District</th>
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</tr>
</thead>
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<tr>
<td>By:</td>
<td>Name: Rea Foster</td>
</tr>
<tr>
<td>Name:</td>
<td>Address: 600 N. Pearl Street, Suite 2300.</td>
</tr>
<tr>
<td>Address:</td>
<td>Dallas, TX 75201</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

Teach For America

Contract Owner Attestation:

☐ This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

☒ This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Martha Bogdon

Title: Managing Director, Partnerships
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR PARKING LOT IMPROVEMENTS AT SERVICE CENTER II LOCATED AT 601 EAST NORTHSIDE DRIVE

BACKGROUND:

Fort Worth ISD has paving needs at Service Center II located at 601 East Northside Drive that can be fulfilled by entering an Interlocal Agreement with Tarrant County (County). Upon approval by both governing bodies, the two (2) entities will share in the cost of reconstruction of the parking lot at Service Center II at 601 E. Northside Drive. The District will pay and furnish all the required materials and any trucking costs, plus permits and design costs, as needed. The County will use their equipment and labor to reconstruct approximately 53,000 square feet of parking lot. In addition, the District will pay the county $100/per day for the labor and equipment required to complete this job, which is estimated to be 21 days. When completed, the lot is expected to accommodate 40 parking spaces. The attached Interlocal Agreement drafted by the County defines the project’s parameters without providing a total cost to the District. To allow the work to move forward, the District is requesting approval of the agreement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II located at 601 East Northside Drive
2. Decline to Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II located at 601 East Northside Drive
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II located at 601 East Northside Drive

FUNDING SOURCE: Additional Details

General Fund 199-81-6299-001-999-99-451-000000
COST:

$151,404

VENDOR:

Tarrant County

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

District Operations

RATIONALE:

The Interlocal Agreement with the County for paving projects provides an economical way to improve parking lots in the District.

INFORMATION SOURCE:

Joseph Coburn
THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the Fort Worth Independent School District ("I.S.D.").

WHEREAS, the I.S.D. is requesting the COUNTY'S assistance in the reconstruct and asphalt overlay of the Fort Worth I.S.D. parking lot, located at 801 E. Northside Drive, being located within the I.S.D. (collectively referred to as the "Project").

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the School Board of the I.S.D. each make the following findings:

a. This Agreement serves the common interests of both parties;
b. This Agreement will benefit the public;
c. The division of costs fairly compensates both parties to this Agreement; and
d. The I.S.D. and the COUNTY have authorized their representative to sign this Agreement.
e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the I.S.D. agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 The COUNTY will furnish the labor and equipment to assist the I.S.D. in completing the Project.
1.2 COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.

1.3 The project consists of the reconstruct and asphalt overlay of the Fort Worth I.S.D. parking lot, located at 601 E. Northside Drive; being approximately 53,000 square feet. Pulverize the existing asphalt pavement and reclaim, cement stabilize, apply 2" Type B hot mix asphaltic concrete pavement binder, apply 2" Type D hot mix asphaltic concrete pavement surface. See Exhibit A.

2. I.S.D. RESPONSIBILITY

2.1 I.S.D. will furnish all materials for the Project and pay trucking charges.

2.2 I.S.D. will furnish a site for dumping waste in close proximity to job site for materials generated during this project.

2.3 I.S.D. will furnish all rights of way, plan specifications and engineering drawings.

2.4 I.S.D. will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the Project.

2.5 I.S.D. will provide temporary driving lane markings.

2.6 If a Storm Water Pollution Prevention Plan is required, the I.S.D. will be responsible for the design and development of the Plan. I.S.D. will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

2.7 I.S.D. agrees to pay a flat rate of $100.00 per day to cover the COUNTY's cost of equipment and man-hours.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the I.S.D. has a complaint regarding the construction of the project, the I.S.D. must complain in writing to the COUNTY no later than 30 days of the date of project completion. Upon expiration of 30 days after project completion, the I.S.D. will be solely responsible for maintenance and repairs.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive I.S.D. rights under a legal theory of sovereign immunity.
5. OPTIONAL SERVICES

5.1 If requested by the I.S.D, the COUNTY will apply permanent striping coordinated through the Transportation Department to that part of the Project described above. Application of striping by the COUNTY is limited to this Project. If the I.S.D. desires permanent striping applied to any parking lot not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

5.2 If required, the I.S.D. will pay for engineering services, storm water run-off plans, and continuation of services and plan.

5.3 If a Storm Water Prevention Plan is provided by the I.S.D., the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

6. TIME PERIOD FOR COMPLETION

The I.S.D. will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT
The initial term of this Agreement is until September 30, 2022 and will automatically renew for one year thereafter unless terminated by either party in writing. Either party may terminate this Agreement at any time either before the expiration of the initial term or after the renewal of any term thereafter by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the I.S.D. is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS

[Signature]
COUNTY JUDGE
Residing Judge
Date: May 10, 2022

[Signature]
COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

[Signature]
APPROVED AS TO FORM

Criminal District Attorney’s Office

Fort Worth I.S.D.

[Signature]
Authorized I.S.D. Official
Date: ________________

Attest:

[Signature]
APPROVED AS TO FORM AND LEGALITY

Alexander Athanason
I.S.D. Attorney

* By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.
Exhibit A

Area shown highlighted to be repaved
**TOPIC:** APPROVE MEMORANDUM OF UNDERSTANDING WITH TEXAS CHRISTIAN UNIVERSITY (TCU) TO PROVIDE LITERACY CONFERENCE FOR FORT WORTH INDEPENDENT SCHOOL DISTRICT TEACHERS AND TCU STUDENTS

**BACKGROUND:**

The purpose of this Memorandum of Understanding is to partner with Texas Christian University (TCU) and Fort Worth ISD (FWISD) to provide a Literacy Conference for FWISD teachers and TCU students. The conference will be held at TCU on July 25 and July 26, 2022. The conference will include keynote speakers, breakout sessions, and instructional materials/resources for participants. Teachers from grades PK-8th will participate in the conference. The knowledge gained from the sessions will be used to provide high quality Tier 1 instruction.

**STRATEGIC GOALS:**

1. Increase Student Achievement
2. Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students
2. Decline to Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students

**FUNDING SOURCE:** Additional Details

General Fund 199-21-6299-015-999-99-307-000000
COST:

$38,376

VENDOR:

Texas Christian University

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

Office of Academics (Literacy, BIL/ESL, Math and Early Learning Departments)

RATIONALE:

The objective for the FWISD/TCU Literacy Conference is to provide professional learning opportunities in the area of literacy and other content areas and to bring awareness to the importance of literacy in the Fort Worth community.

INFORMATION SOURCE:

Marcy Sorensen
**EXHIBIT A**

**Summer Literacy Conference Expense Tracker**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swag Bags (bag, bottle, books)</td>
<td>$7,500</td>
</tr>
<tr>
<td>Keynote Kwame Alexander</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Keynote 2 Yuyi Morales (Endowment funding)</strong></td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Keynote FWISD: Susan Lambert</strong></td>
<td></td>
</tr>
<tr>
<td>Journey Man link Low estimate</td>
<td>$5,000</td>
</tr>
<tr>
<td>Break-Out Speaker Honorarium</td>
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</tr>
<tr>
<td>TCU graduate assistance/staff assistance</td>
<td>$53,700</td>
</tr>
<tr>
<td>Supplies</td>
<td>$500</td>
</tr>
<tr>
<td>Extended Education Fee</td>
<td>$2,000</td>
</tr>
<tr>
<td>Auditorium Rental ($100/hr)</td>
<td>$1,800</td>
</tr>
<tr>
<td>Photography--2 days Glen Elman</td>
<td>$950</td>
</tr>
<tr>
<td>Banquet Room Rental ($100/hr)</td>
<td>$1,800</td>
</tr>
<tr>
<td>Catering Day 1</td>
<td>$3,663</td>
</tr>
<tr>
<td>Catering Day 2</td>
<td>$3,663</td>
</tr>
<tr>
<td><strong>COE/ TCU TOTAL</strong></td>
<td><strong>$68,200</strong></td>
</tr>
<tr>
<td><strong>FWISD TOTAL</strong></td>
<td><strong>$38,376</strong></td>
</tr>
</tbody>
</table>
# EXHIBIT B

## INVOICE

**COLLEGE OF EDUCATION**
TCU BOX 297900  
Fort Worth, Texas 76129  
Phone 817.257.7663  
Coe.tcu.edu  

**TO**  
FWISD  
1050 Bridgewood Drive  
Fort Worth, Texas 76112  
Phone 817.814.2442 | marcey.sorensen@fwisd.org

**FOR** Literacy Conference

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swag Bags (bag, bottle, books)</td>
<td>$7,500</td>
</tr>
<tr>
<td>Keynote: Kwame Alexander</td>
<td>$12,000</td>
</tr>
<tr>
<td>Journeymen Ink: conference facilitation</td>
<td>$5,000</td>
</tr>
<tr>
<td>Extended Education Fee: reservation arrangements</td>
<td>$2,000</td>
</tr>
<tr>
<td>Auditorium Rental ($100/hr)</td>
<td>$1,800</td>
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<tr>
<td>Banquet Room Rental ($100/hr)</td>
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<td>$3,663</td>
</tr>
<tr>
<td>Catering Day 2</td>
<td>$3,663</td>
</tr>
</tbody>
</table>

**Total** $38,376

Make check payable to TCU College of Education  
Mail check to: TCU BOX 297900, Fort Worth, Texas 76129  
If you have any questions concerning this invoice, contact  
Jan Lacina  
817.257.6786  
j.lacina@tcu.edu
Memorandum of Understanding Between
Texas Christian University
And
Fort Worth Independent School District (FWISD)

This Memorandum of Understanding (the “Memorandum” or “MOU”) is made on the date executed below between Texas Christian University (hereinafter referred to as “TCU”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as “the District”). TCU and District may be collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, the District in partnership with TCU will host the First Annual Literacy Conference at TCU;

WHEREAS, the purpose of the conference is to provide professional learning opportunities for District teachers, TCU students, and community stakeholders in the area of literacy and for teachers to learn literacy best practices and become familiar with new diverse children’s literature to include in their classroom;

WHEREAS, the theme of the conference is “Embracing Literacies with our Communities and will feature keynotes along with several sessions; and

WHEREAS, at the conclusion of the conference participants will receive continuing education credit hours, FWISD and TCU will create a survey that will be given to all participants that will provide feedback on the success of the Summer Literacy Institute (SLI).

NOW THEREFORE, TCU and the District agree as follows:

I. TCU agrees to:
   A. Fund one (1) keynote speaker for the conference.
   B. Provide TCU staff and graduate students to plan and lead the conference planning and take lead on the dates of the conference.
   C. Provide honorariums for breakout session presenters.
   D. Allow for up to 200 participants to attend the conference.

II. The District agrees to:
    See attachments A & B

III. The District and the Community Resource mutually agree:
    A. The term of this MOU shall be from the date of execution through July 27, 2022. The conference dates will be July 25, 2022 and July 26, 2022. The conference will be held on the campus of Texas Christian University.
    B. The Parties agree that the conference will be made available to District teachers at no cost to the teachers or to the District.
    C. The Parties agree in the event the Summer Literacy Institute (SLI) is cancelled, TCU will do their best to rescheduled the event at a time in which participants can attend. If the keynote speaker is unable to speak at a rescheduled event, TCU will find new speakers. TCU will use funds provided by FWISD and the funds contributed to fund the reschedules Summer Literacy Institute (SLI).
    D. To ensure a successful event, both parties have worked together for the past year in planning the event and those on the planning team from FWISD will be volunteering during the Summer Literacy Institute (SLI).
IV. Miscellaneous Provisions

A. This MOU may be amended in writing at any time by mutual agreement of the Parties.
B. That either Party to this MOU has the right to cancel this MOU for failure of the other Party to perform in accordance with the terms outlined herein or in amendments hereto. This MOU may be terminated by one Party giving thirty (30) days written notice to the other at the address included herein.
C. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. This MOU document constitutes the entire MOU between the District and TCU. No additional terms or conditions shall become a part of the MOU without the written consent of both Parties and compliance with relevant state law.
D. That any written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by Registered or Certified Mail, or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

If to District:
Fort Worth Independent School District
Olayinka Ojo:
Executive Director
Teaching & Learning Center
1050 Bridgewood Drive
Fort Worth, TX 76110

With a Copy to:
Fort Worth Independent School District
Office of Legal Services
100 N. University Dr. Suite SW172
Fort Worth, TX 76107

If to TCU:
Texas Christian University
Jan Lacina
Associate Dean, College of Education
TCU Box 297900
Fort Worth, TX 76129
j.lacina@tcu.edu
817.257.6786

With a Copy to:
Texas Christian University
Audra Guereca
Assistant to the Dean of the College of Education
TCU Box 297900
Fort Worth, TX 76129
a.guereca@tcu.edu 817.257.7663

[Signature Block follows on next page]
NOW, THEREFORE, THE PARTIES TO THIS MOU DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:

Fort Worth Independent School District

Marcey Sorensen
Name: Chief Academic Officer
Signature
Date: 05/17/2022

Texas Christian University

Jane E. Diseker
Name
Signature
Digitally signed by
Jane E. Diseker
Date: 2022.05.16 16:53:13 -05'00'

Dr. Kent P. Scribner
Superintendent of Schools
Fort Worth Independent School District

Date
TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH TARRANT COUNTY COLLEGE (TCC) FOR THE PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL (P-TECH) ACADEMY AT SUCCESS HIGH SCHOOL

BACKGROUND:

This Memorandum of Understanding (MOU) between Fort Worth ISD and TCC will establish the Pathways in Technology Early College High School (P-TECH) Academy to be operated in accordance with the legislative grant of authority for P-TECH schools in Texas Education Code. The P-TECH Academy will be housed at Success High School and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the existing programming at Success High School, the P-TECH Academy will begin serving students in the 2022 - 2023 school year to increase opportunities for high-wage, high-demand career preparation. Per the application and P-TECH blueprints, Stemuli, TCC, and Fort Worth ISD will provide dual credit course work, work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified P-TECH applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School
2. Decline to Approve Memorandum of Understanding with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School
FUNDING SOURCE:  
Additional Details

No Cost  
Not Applicable

COST:  
No Cost

VENDOR:  
Tarrant County College

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
Choice and Collegiate Programming
Success High School

RATIONALE:
Approval of this Memorandum of Understanding will allow Success High School to enter into a mutually beneficial P-TECH partnership with TCC to provide dual credit courses as well as directed industry-based work experiences to traditionally underserved students. This P-TECH partnership will target a high percentage of at-risk, economically disadvantaged students and first-time students who are either: 1) Over-age and under-credited students, 2) May be English Language Learners, 3) Are likely to experience difficulty in experiencing a smooth transition into post-secondary education, or 4) May have limited financial resources.

INFORMATION SOURCE:
David Saenz

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MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
PTECH ACADEMY AT SUCCESS HIGH SCHOOL

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College 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. College and FWISD may be collectively referred to as the “Parties” or individually as a “Party”.

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 2022-2023 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; and (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, 2023, unless otherwise amended. The MOU may be extended for an additional two (2) one-year terms upon mutual written agreement of the Parties.
   c) 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 the 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, and 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 FWISD 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. 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 Manual.
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. 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.

6. 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.

7. Assignment: No Party may assign their interest in the MOU without the written permission of the other Party.

8. 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.

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

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

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

12. **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.

13. **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.

Tobi Jackson  
Board President - Fort Worth Independent School District  

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

Dr. Elva LeBlanc  
Acting Chancellor, Tarrant County College District  

Approved as to Form :  
ISD Legal Services  

Approved as to Form :  
TCCD Legal Services  

6/6/2022  
Date
Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD PTECH Academy at Success 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. TCCD and FWISD may be collectively referred to as the “Parties” or individually as a “Party.”

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 the date of execution of the MOU entered into by and between the Parties hereto;

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

1) Use of Facilities:

   - FWISD will house an early college high school facility within Success High School, 4100 Altamesa Blvd., Fort Worth TX, 76133. Operations will commence on August 1, 2022.
   - 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.

______________________________  __________________
Tobi Jackson  
Board President - Fort Worth Independent School District  Date

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

______________________________  __________________
Dr. Elva LeBlanc  
Acting Chancellor, Tarrant County College District  Date

Approved as to Form:  __________________________  6/6/2022  
ISD Legal Services  Date

Approved as to Form:  __________________________  
TCCD Legal Services  Date
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 the date of execution of the MOU entered into by and between the Parties hereeto;

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.

_____________________________________  ____________________
Tobi Jackson  
Board President - Fort Worth Independent School District  

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

Dr. Elva LeBlanc  
Acting Chancellor, Tarrant County College District  

Approved as to Form: _______________________  ____________  
ISD Legal Services  

Approved as to Form: _______________________  ____________  
TCCD Legal Services  

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Associates Degree: Associate of Arts in Business

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course. Note: BUSI 2305 will be taken concurrently by students. Only college level credit awarded.

60 total credit hours
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*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

Total credit hours: 24
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (T-STEM) ACADEMY AT YOUNG MEN’S LEADERSHIP ACADEMY AND TARRANT COUNTY COLLEGE

BACKGROUND:

This Memorandum of Understanding between Fort Worth ISD and Tarrant County College will establish the Texas Science, Technology, Engineering, and Mathematics (T-STEM) to be operated in accordance with the legislative grant of authority for T-STEM schools in Texas Education Code. The T-STEM will be housed at the Young Men’s Leadership Academy and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the programs already in place, the T-STEM program will begin serving current students in grades 6-9 (with subsequent years serving grades up to 12) at the Young Men’s Leadership Academy beginning in the 2022-2023 school year. Per the application and T-STEM blueprints, Texas Instruments, TCC, and Fort Worth ISD will provide work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified T-STEM applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men’s Leadership Academy and Tarrant County College
2. Decline to Approve Memorandum of Understanding Between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men’s Leadership Academy and Tarrant County College
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men’s Leadership Academy and Tarrant County College

FUNDING SOURCE: Additional Details

No Cost Not Applicable

206
COST:
No Cost

VENDOR:
Tarrant County College

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
Choice and Collegiate Programming
Young Men’s Leadership Academy

RATIONALE:
Approval of this Memorandum of Understanding will allow Young Men’s Leadership Academy to enter into a mutually beneficial T-STEM partnership with TCC to provide dual credit courses and directed industry-based work experiences to traditionally underserved students. The T-STEM partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college students who are either: 1) 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 post-secondary education, or 4) May have limited financial resources.

INFORMATION SOURCE:
David Saenz
MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
YOUNG MEN'S LEADERSHIP ACADEMY

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. College and FWISD may be collectively referred to as the “Parties” or individually as a “Party”.

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 2022-2023 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; and (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 Early College High School (“T-STEM”) shall be operated in accordance with the legislative grant of authority for in Tex. Educ. 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, 2023, unless otherwise amended. The MOU may
      be extended for an additional two (2) one-year terms upon mutual written
      agreement of the Parties.
   c) 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/TSTEM 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 FWISD 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. 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 Manual.

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. **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.

6. **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.

7. **Assignment:** No Party may assign their interest in the MOU without the written permission
of the other Party.

8. **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, understandings 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.

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

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

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

12. 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.

13. 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.

_____________________________________  ____________________
Tobi Jackson  
Board President - Fort Worth Independent School District  
Date

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

_____________________________________  ____________________
Dr. Elva LeBlanc  
Acting Chancellor, Tarrant County College District  
Date

Approved as to Form :  
ISD Legal Services  
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 Young Men’s Leadership Academy

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. TCCD and FWISD may be collectively referred to as the “Parties” or individually as a “Party.”

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/TSTEM ("MOU"), dated as of the date of execution of the MOU entered into by and between the Parties hereto;

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

1) Use of Facilities:

- FWISD will house an early college high school facility within Young Men’s Leadership Academy High School, 5100 Willie Street, Fort Worth TX, 76105. Operations will commence on August 1, 2022.
- 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.

_____________________________________  ____________________  
Tobi Jackson                      Date
Board President - Fort Worth Independent School District

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

_____________________________________  ____________________  
Dr. Elva LeBlanc                   Date
Acting Chancellor, Tarrant County College District

Approved as to Form:  

ISD Legal Services 

6/6/2022

Date

Approved as to Form:  

TCCD Legal Services 

Date
WITNESSETH:

Whereas, the Parties desire to agree upon the operations of that certain TSTEM Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of the date of execution of the MOU 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.

____________________________________  ____________________  
Tobi Jackson                                      Date
Board President - Fort Worth Independent School District

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

____________________________________  ____________________  
Dr. Elva LeBlanc                                   Date
Acting Chancellor, Tarrant County College District

Approved as to Form: ________________________  6/6/2022  
ISD Legal Services                                Date

Approved as to Form: ________________________  ___________  
TCCD Legal Services                               Date
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<td>Spring Semester</td>
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<td>SPEECH 1321</td>
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<td>Programmable Logic Controllers</td>
<td>Programmable Logic Controllers II</td>
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<td>RBTC 1441</td>
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<td>Solid State Circuits</td>
<td>Digital Systems</td>
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<tr>
<td>CETT 1445</td>
<td>Math 2412 or</td>
<td>RBTC 1447</td>
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### ELECTRONICS TECHNOLOGY: ROBOTICS AND AUTOMATION, AAS

**ELEC.D006.UG**  
*Associate of Applied Science*  
*STEM Pathway*  
*Offered at South Campus*  

#### Program Requirements

**First Year**

<table>
<thead>
<tr>
<th>Course Area</th>
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<th>Credits</th>
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<tr>
<td>No Articulation Microprocessor</td>
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<td>No Articulation Electro-Mechanical Devices</td>
<td>03310300</td>
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<td>CETT 2435 No Articulation Advanced Microprocessor</td>
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<td>ENGL 1301 or 2323 or 2327 03220400</td>
<td>Up to 11 hours</td>
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ASS Robotics and Automation Associates Degree: 60+ hours  
Certifications: Mechatronics Technician Level 1 Certification: 30 hours  
3 hours of dual credit Mathematics  
3 hours of dual credit Creative Arts/Language, Philosophy & Culture

CETT 1409 requires students to be TSI Met in Algebraic Math pathway.
Fall Term

CETT 1409 - DC-AC Circuits  
CETT 1449 - Digital Systems  
RBTC 1401 - Programmable Logic Controllers  
Mathematics Elective Semester Hours: 3 *

Spring Term

CETT 1441 - Solid State Circuits  
CETT 1445 - Microprocessor  
Choose one from the following:  
GOVT 2306 - Texas Government (Texas Constitution & Topics) + or  
GOVT 2305 - Federal Government (Federal Constitution & Topics) +  
RBTC 1351 - Robotic Mechanisms

Second Year

Fall Term

CETT 2435 - Advanced Microprocessors  
ENGL 1301 - Composition I +  
RBTC 1447 - Electro-Mechanical Devices  
HYDR 1345 - Hydraulics and Pneumatics  
Creative Arts/Language, Philosophy and Culture Semester Hours: 3 *

Spring Term

ELMT 2337 - Electronic Troubleshooting, Service and Repair
ELPT 2455 - Programmable Logic Controllers II
RBTC 2445 - Robot Application, Set-Up and Testing (Capstone)

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

Total Degree Hours: 60

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

MECHATRONICS TECHNICIAN

ELEC.T003.UG
Level 1 Certificate
STEM Pathway
Offered at South Campus

Program Requirements

Fall Term

Mathematics Elective Semester Hours: 3 *
CETT 1409 - DC-AC Circuits
CETT 1449 - Digital Systems
RBTC 1401 - Programmable Logic Controllers
Spring Term

RBTC 1351 - Robotic Mechanisms
CETT 1441 - Solid State Circuits
CETT 1445 - Microprocessor
RBTC 2445 - Robot Application, Set-Up and Testing *(Capstone)*

Total Certificate Hours: 30

* Mathematics elective must be chosen from the corresponding section of the Core Curriculum.
TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (T-STEM) AT I.M. TERRELL ACADEMY FOR STEM & VPA AND TARRANT COUNTY COLLEGE

BACKGROUND:

This Memorandum of Understanding between Fort Worth ISD and Tarrant County College will establish the Texas Science, Technology, Engineering, and Mathematics (T-STEM) to be operated in accordance with the legislative grant of authority for T-STEM schools in Texas Education Code. The T-STEM will be housed at IM Terrell Academy for STEM & VPA and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. In addition to the programs already in place, the T-STEM program will begin serving current STEM students in grade 9 (with subsequent years serving grades up to grade 12) beginning in the 2022-2023 school year. Per the application and T-STEM blueprints, Texas Instruments and Fort Worth ISD will provide work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified T-STEM applicants.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM & VPA and Tarrant County College
2. Decline to Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM & VPA and Tarrant County College
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM & VPA and Tarrant County College
FUNDING SOURCE:

Additional Details

No Cost  Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College

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

Choice and Collegiate Programming
I.M. Terrell Academy for STEM & VPA

RATIONALE:

Approval of this Memorandum of Understanding will allow I.M. Terrell Academy for STEM & VPA to enter a mutually beneficial T-STEM partnership with Tarrant County College to provide directed industry-based work experience to traditionally underserved students. This T-STEM partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college students who are either: 1) 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 post-secondary education or, 4) May have limited financial resources.

INFORMATION SOURCE:

David Saenz
MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
TSTEM ACADEMY AT I. M. TERRELL ACADEMY FOR STEM & VPA

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 the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. College and FWISD may be collectively referred to as the “Parties” or individually as a “Party”.

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 2022-2023 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; and (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 Early College High School ("T-STEM") shall be operated in accordance with the legislative grant of authority for in Tex. Educ. 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, 2023, unless otherwise amended. The MOU may be
      extended for an additional two (2) one-year terms upon mutual written agreement of
      the Parties.
   c) Both Parties collaborate to 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 the 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, and 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/TSTEM 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 FWISD 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 (3) 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. 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 Manual.
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. **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.

6. **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.

7. **Assignment:** No Party may assign their interest in the MOU without the written permission of the other Party.

8. **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
9. **Waiver:** The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

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

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

12. **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.

13. **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.

_____________________________________  ____________________
Tobi Jackson                                      Date
Board President - Fort Worth Independent School District

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

_____________________________________  ____________________
Dr. Elva LeBlanc                                 Date
Acting Chancellor, Tarrant County College District

Approved as to Form : ____________________  6/6/2022
ISD Legal Services                               Date

Approved as to Form : ____________________
TCCD Legal Services                             Date
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. TCCD and FWISD may be collectively referred to as the “Parties” or individually as a “Party.”

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/TSTEM ("MOU"), dated as of the date of execution of the MOU entered into by and between the Parties hereto;

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

1) Use of Facilities:

- FWISD will house an early college high school facility within I.M. Terrell High School, 1900 IM Terrell Way, Fort Worth TX, 76102. Operations will commence on August 1, 2022.
- 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.

Tobi Jackson  
Board President - Fort Worth Independent School District  

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

Dr. Elva LeBlanc  
Acting Chancellor, Tarrant County College District  

Approved as to Form: ISD Legal Services  
6/6/2022  

Approved as to Form: TCCD Legal Services  

Page 14 of 17
WITNESSETH:

Whereas, the Parties desire to agree upon the operations of that certain TSTEM Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of the date of execution of the MOU 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.

_____________________________________  ____________________  
Tobi Jackson  
Board President - Fort Worth Independent School District  

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

_____________________________________  ____________________  
Dr. Elva LeBlanc  
Acting Chancellor, Tarrant County College District  

Approved as to Form: _____________________  6/6/2022  
ISD Legal Services  

Approved as to Form: _____________________  ____________  
TCCD Legal Services  

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### I.M. Terrell Academy for STEM & VPA (T-STEM)

**Associates of Applied Science Robotics and Automation/HS Diploma [Mechatronics Technician Level 1]**

#### STEM Endorsement

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<th>Grade</th>
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<th>Spring Semester</th>
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<th>Spring Semester</th>
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**Certifications:**
- Mechatronics Technician Level 1 Certification (30 hours)

**AAS Robotics and Automation Associate Degree:** 60+ hours

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Up to 7 Hours Up to 7 Hours Up to 11 Hours Up to 8 Hours Up to 14 Hours Up to 15 Hours Up to 10 Hours Up to 10 Hours

8 Periods 8 Periods 8 Periods 8 Periods 8 Periods 8 Periods 8 Periods 8 Periods

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**Certifications:**
- Mechatronics Technician Level 1 Certification (30 hours)

---

**Hours:**
- Up to 7 Hours
- Up to 11 Hours
- Up to 8 Hours
- Up to 14 Hours
- Up to 15 Hours
- Up to 10 Hours
- Up to 10 Hours

8 Periods 8 Periods 8 Periods 8 Periods 8 Periods 8 Periods 8 Periods 8 Periods
*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit core course.

^Optional

CETT 1409 requires students to be TSI Met in Algebraic Math pathway.
TOPIC: APPROVE INCREASE IN PURCHASE CARD (P-CARD) TRANSACTION LIMITS FOR DISTRICT OPERATIONS

BACKGROUND:

The District’s purchase card (P-Card) has been used since 2014, and the expansion of the program over the years has proven to be an effective and efficient purchasing tool. Custodial, Fleet, Maintenance, Transportation, Warehouse Services and Facilities Planning in the District Operations Division have used the P-Card with great success. The vendors receive payment when the sale is made and the District receives a rebate when the card is used for purchases. The program is well managed, offers purchasing controls and is less expensive to use than the traditional purchase order system. The rising cost of supplies has led District Operations to request an increase in the transaction limit currently in place. District Operations requests an increase for single item purchases from $2,000 to $5,000 for Technicians and an increase from $5,000 to $10,000 for Forepersons, Assistant Forepersons, Supervisors, and Directors.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Increase in Purchase Card (P-Card) Transaction Limits for District Operations
2. Decline to Approve Increase in Purchase Card (P-Card) Transaction Limits for District Operations
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Increase in Purchase Card (P-Card) Transaction Limits for District Operations

FUNDING SOURCE: Additional Details

Not Applicable 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**
District Operations

**RATIONALE:**
Increasing the transaction spending limit on P-Cards will allow a more effective and efficient use of the well-managed purchasing mechanism already in place.

**INFORMATION SOURCE:**
Joseph Coburn
TOPIC: APPROVE TRANSITION PROGRAM PARTICIPATION FEES

BACKGROUND:
The Fort Worth Independent School District (FWISD) is committed to preparing all students for success in college, career or community leadership, including students with special needs. Marriott Foundation (BRIDGES from School to Work) transition program assists students with disabilities to successfully transition from school to work by developing and supporting competitive employment opportunities. This is the final year of the contract which expires June 30, 2023.

STRATEGIC GOAL:
1 - Increase Student Achievement

ALTERNATIVES:
1. Approve Transition Program Participation Fees.
2. Decline to Approve Transition Program Participation Fees.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:
Approve Transition Program Participation Fees.

FUNDING SOURCE

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<tbody>
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</table>

COST:
$40,000
**VENDOR:**

Marriott Foundation (Bridges from School to Work)

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*
Bid Number: 17-095
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. The firm responding to this solicitation has been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Open to all FWISD high school campuses.

**RATIONALE:**

The Fort Worth ISD is committed to preparing all students for success in college, career or community leadership, including students with special needs. Marriott Foundation (Bridges from school-to-work) transition program that facilitates competitive employment for students with disabilities enrolled in Grade 12.

**INFORMATION SOURCE:**

Marcey Sorensen
Executive Summary

From its flagship office in Dallas, the Bridges from School to Work (Bridges) program of the Marriott Foundation for People with Disabilities proposes to collaborate with the Fort Worth Independent School District (FWISD) to provide comprehensive services aimed at achieving competitive, integrated employment for students with IEPs. Bridges proposes to begin providing services in the first semester of the 2021-2022 academic year, continuing through June 30, 2023, with annual renewals contingent upon performance and available funding. Each year, Bridges will enroll at least 40 high school students. Of the 40 enrolled, Bridges will place at least 32 in competitive, integrated employment. Of those 32, 24 will remain employed at least 90 days. After students achieve at least 90 days of employment, Bridges will follow, monitor, and report their retention benchmarks at 180 days, 270 days, and 365 days, where applicable. Bridges will provide services to FWISD for an annual cost of $40,000.

Bridges will employ two direct service staff members, known as employer representatives, who will each enroll at least 20 students annually (for a total of 40) in this highly individualized work-based learning program. Bridges employer representatives match students with competitive, integrated employment that aligns with their interests, aptitudes, and abilities. Employer representatives provide recruitment, intake, enrollment, assessment, job readiness, job search, job placement, job retention, and long-term follow-up.

By design, Bridges is employer driven. Bridges seeks to fill the job vacancies of employers and to satisfy the employment aspirations of young adults. The Bridges approach succeeds because it meets employers’ needs for skilled and reliable workers: Bridges employer representatives work individually with students to prepare them to be assets to local businesses.

The Marriott Foundation for People with Disabilities, a public charity 501(c)(3), was established in 1989 by the family of J. Willard Marriott, founder of Marriott International. The Foundation developed and operates its nationally recognized Bridges From School to Work program in nine cities across the U.S., transforming lives through the power of a job.

In its 26-year history, Bridges has served more than 21,000 youth, helping place more than 16,400 (77.5%) of them into competitive, integrated jobs with more than 4,200 employers across a wide range of industries. From 2012-2016, of the 3,000 youth served who stayed on the job for 90 days, 80% remained employed at least 180 days, many much longer. In Dallas specifically, more than 650 youth have been placed into competitive employment with more than 225 local employers.
This document outlines a proposed comprehensive scope of work to be delivered under a memorandum of understanding (MOU) with the Fort Worth Independent School District. Services will be provided by the Marriott Foundation for People with Disabilities and its Bridges from School to Work program.

The Marriott Foundation for People with Disabilities (MFPD), a not-for-profit organization with 501(c) (3) status, operates its nationally recognized Bridges from School to Work (Bridges) program in nine U.S. cities. Key facts about the Bridges program:

- Total youth enrolled since 1989: 21,000
- Total youth placed since 1989: 19,400
- Youth enrolled annually: 1,000
- Number of businesses that have hired youth: 4,200
- Businesses that have hired more than one Bridges youth: 35%

The organization's mission is to transform the lives of young adults with disabilities through the power of a job. The Bridges program achieves its mission by upholding the following core values:

- **Ability first** — Champion what young adults can do in the competitive workplace.
- **Integrity** — Uphold behavior that honors the communities we serve and the brands we support.
- **Service** — Commit to exceeding the expectations of young adults, employers and partners.
- **Accountability** — Hold ourselves responsible for the commitments we make.
- **Collaboration** — Relationships that build trust, respect differences, and realize shared goals.

**HISTORY**

Established in 1989 by the Marriott family, the MFPD began its first Bridges project in Montgomery County, Maryland, expanding over the years to Los Angeles, San Francisco, Oakland, Chicago, Atlanta, Dallas, Baltimore, and Washington, DC. In 1989, in the process of establishing the Marriott Foundation for People with Disabilities, a number of employer focus groups were held to determine the greatest challenges facing business at that time. In session after session, the number one challenge remained the same: finding and retaining a skilled and
committed workforce. The economy in the intervening years has swung widely from highs to lows, but through them all, the critical need to find and retain a talented workforce has remained. And all indications are that that need will continue to be as challenging as it has ever been.

Table 1: Bridges cities and launch dates

<table>
<thead>
<tr>
<th></th>
<th>Baltimore</th>
<th>Oakland</th>
<th>Dallas</th>
<th>Philadelphia</th>
<th>Atlanta</th>
<th>L.A.</th>
<th>San Francisco</th>
<th>Chicago</th>
<th>Metro-DC</th>
</tr>
</thead>
</table>

Bridges has garnered national recognition as a leader in school-to-work transition services for young adults with disabilities. Featured in numerous professional journal articles, Bridges is an evidenced-based program whose model produces quality outcomes for young adults who struggle to gain a foothold in the work force. Few if any school-to-work transition programs have amassed the breadth and depth of data reflecting outcomes for the thousands of youth served over a span of 27 years. Bridges is and has always been an outcome-driven program that produces impressive placement and retention outcomes for participating youth, and one that generates a return on investment for partners and funders.

Bridges of Dallas Outcomes

Since 2005, more than 240 local Dallas employers have provided employment opportunities for over 650 Dallas youth, helping these young people with disabilities succeed in the workplace.

**Brief Summary of Proposed Bridges Services for FWISD**

We propose a five-year contract to provide school-to-work transition services to Fort Worth students with disabilities. The first contract year will begin July 1, 2017 and end June 30, 2018. Each subsequent year’s renewal would be contingent on meeting mutually agreed-upon performance measures and funding availability.

Listed below are key elements of the proposed project.

- Students served annually — 40
- Number of Bridges staff members — 2 full-time employer representatives
- Proposed contract year — July 1-June 30 each year
- Duration of follow-along services — 12 months post-placement
- Annual cost to FWISD — $40,000
Memorandum of Understanding
Fort Worth Independent School District and
BRIDGES FROM SCHOOL TO WORK
--DFW OFFICE--

This Memorandum of Understanding ("MOU") outlines a collaboration between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district ("FWISD") and Bridges from School to Work (Bridges). FWISD and Bridges may be collectively referred to as the "Parties" or individually as a "Party". The purpose of the MOU is to establish and maintain a successful Bridges from School to Work program in FWISD. Bridges is a school-to-work transition program that provides recruitment, intake, assessment, enrollment, job readiness instruction, job search, job development, job placement, and job retention services to young adults who receive special education services.

The Bridges pilot project will be administered jointly by FWISD and MFPD in coordination with FWISD's school-to-work transition efforts. This MOU shall be effective July 1, 2022, and shall continue in effect until June 30, 2023, unless canceled by either Party as outlined in Section VI.

I. Background and Need for Cooperation

The MFPD was established in 1989 to enhance employment opportunities for youth with disabilities through its transition programs Bridges FROM SCHOOL TO WORK and Bridges. Bridges assists students with disabilities as they successfully transition from school to work by developing and supporting competitively paid employment with local businesses during their last year in high school. Using a comprehensive package of outreach, education, job matching, and appropriate supports, the program works toward ensuring a successful employer/employee relationship for all involved. The mission of the program is to transform the lives of young adults with disabilities through the power of a job.

Bridges distinguishes itself from other transition programs in that it provides an additional focus on opportunities for employment, growth, and advancement beyond the initial placement in an entry-level job. Over the course of a 12-18-month period, its mission is to launch young people with disabilities on a path that includes ongoing vocational development leading to increases in wages, hours worked, and job responsibilities.

Piloted in Montgomery County, MD in the fall of 1989, Bridges has since expanded to other major metropolitan areas including Atlanta, Baltimore, Chicago, Dallas, Los Angeles, Oakland, Philadelphia, San Francisco, and Washington, DC. Research indicates that transition programs for youth are most successful when partnerships are developed to include the local school system, business communities, and state vocational rehabilitation agencies. The goal of this MOU is to contribute to a successful effort in Fort Worth by outlining the roles and responsibilities of the involved Parties.

II. Responsibilities and Commitments
Each Party to this MOU has resources and/or areas of expertise critical to the program's overall success. The commitments of each Party in this regard are outlined below:

A. The MFPD and its staff will:

Coordinate with FWISD and provide guidance on all components of the Bridges model at
designated high schools.

2. Consistent with FWISD goals, promote/market the program to students, teachers, and other personnel who can identify and refer students for enrollment in the program.

3. Attend and participate in FWISD school-based meetings, including IEPs, Special Education Departmental meetings, and other gatherings as needed.

4. Recruit, employ, train, and supervise Bridges staff.

5. Create and support linkages with FWISD, schools, employers, youth and their families, vocational rehabilitation agencies, and others for the purpose of meeting program objectives.

6. Work closely with FWISD, and as guided by school-based Special Education personnel, interview and assess students for enrollment in the Bridges program.

7. Provide administrative support for the program, including creating and maintaining student case files, both in hard copy and electronic formats. Student records will contain detailed documentation about interventions and outcomes as they relate to the pursuit of employment, job placement, job completion, job advancement, etc.

8. Compile, analyze and report data relative to all program activity as a basis for measuring success, including wage rates, job performance, hours worked, job advancement, employment tenure, disability classifications, etc.

9. Assign Bridges staff to visit the individual schools on a regular basis and provide in-service workshops, observe classes, and spend time in the classroom with teachers and students. One-on-one and group workshops could include instruction on effective interviewing; completing job applications; demonstrating appropriate workplace behaviors; serving customers; understanding the importance of attendance and punctuality; adhering to work schedules; following policies and procedures; using public transportation; and dressing for success.

10. Use the Bridges processes to establish and support positive employment matches, using both current and new employer contacts.

11. Assist employers with coaching and counseling Bridges students when work-based issues arise; assist with acclimating and orienting students to their new jobs; visit job sites to reinforce employer expectations; visit job sites to retrain students on job readiness/retention concepts taught at school; support employers in their efforts to help students retain their jobs; and encourage students to succeed in their jobs.

12. Work toward a goal of enrolling at least forty (40) students; placing at least thirty-two (32) into competitive, unsubsidized employment; helping at least twenty-four (24) to complete ninety (90) days of employment; and assisting at least twenty (20) with completing one hundred eighty (180) days of employment. Bridges will also monitor increases in wages, hours, responsibility, achievement of certification, and/or supporting their pursuit of post-secondary education or training.

13. Provide appropriate, needs-based, ongoing follow-up, and monitoring for up to twelve (12) months post-placement, as funding allows, in accordance with the following:

a. Ongoing support for twelve (12) months after job placement will include regular follow-up and monitoring (in-person, via phone, text, and email) with the employer and the school-based personnel.

b. The Bridges Employer Representative and school-based faculty will handle on a case-by-case basis the appropriate intervention for students who quit or are fired from a job. For those students who fail to complete 90-days of employment but are in a position to be placed in a subsequent job that could lead to ninety (90) days of continuous employment, their length of employment will be considered continuous if one month or less elapses between loss of the first job and placement in the subsequent job.
14. Collaborate with all parties to maintain/develop local funding and other resources to support the ongoing operation and/or growth of the program.

B. The FWISD and Special Education transition staff will:

1. Work with Bridges staff to ensure the effective implementation of Bridges in coordination with and support of their current transition processes and objectives, including the following:
   a. Each academic year, identify and refer at least forty (40) qualified prospective Bridges participants who optimally:
      i. are students with a disability and an I.E.P;
      ii. are in their last year of high school;
      iii. are 17-21 years of age;
      iv. desire to participate in the program; and
      v. Commit to successful employment and conscientious program participation.
   b. Facilitate linkages between project staff, parents, and other appropriate supports for the Bridges participant, including Vocational Rehabilitation, social workers, caseworkers, and school counselors.
   c. Assist with coordination of academic requirements and schedules with Bridges work schedules and interviews.
   d. Provide, as needed, access to IEPs and other academic records, including reading and computation levels, disability diagnoses, vocational assessments, transition plans, etc., to assist with a successful Bridges intervention.
   e. Assist Bridges staff in supporting a successful employment experience (including team-based coaching and counseling to promote job retention and vocational success and assisting with garnering parental support and authorizations).
   f. Encourage Bridges staff to participate fully in the school's activities.
   g. Collaborate with all parties in developing local funding and other resources to support the ongoing operation and/or growth of the program, including supplying letters of support, attending bidders' conferences, etc.

C. Funding

1. The Fort Worth Independent School District will contribute $40,000 toward this project, in accordance with the following payment schedule:
   a. Four (4) quarterly payments of $10,000, to be billed mid-month in September of 2022, December of 2022, February of 2023, and May of 2023, for a total of $40,000.

2. To ensure an adequate pool of referrals, and to increase the likelihood of success, FWISD faculty and staff will identify and refer at least forty (40) qualified students who meet the criteria listed in this document. Twenty (20) referrals should occur by September 15th, and twenty (20) more by December 15th.

3. The actual cost to operate Bridges in the pilot project is estimated at $200,000. Bridges, in collaboration with FWISD, will seek to secure funds from other public and or private sources to meet the actual cost.

4. Funding Out Clause: If the Fort Worth Independent School District is unable to provide funding in any given year, the District may exercise its option to cancel the contract as outlined in Section VI, of this MOU.
D. Record Keeping

1. All Parties to this MOU will develop a mutual understanding of the records to be maintained by each Party. Each Party will perform its record-keeping and distribution function in a timely and accurate manner.

2. Bridges maintains a comprehensive Web-based case management system that retains information associated with each student, including assessment, enrollment, placement, and intervention. This case management system is capable of generating reports that can assist with data collection and analysis that help track and measure programmatic outcomes. Data shared under this MOU will be stored in accordance with the Data Sharing Agreement and Process, attached as Exhibit A, and hereby incorporated in this MOU.

E. Confidentiality

All Parties in accordance with applicable laws and regulations will maintain the confidentiality of all student information. All required releases will be signed at the time of referral to the program, and prior to implementation of any services.

F. Modification and Cancellation

This MOU may be modified, canceled, and/or renewed at any time by mutual agreement of the Parties. Modifications or renewals must be distributed to all Parties and attached to this original MOU. Cancellation of this MOU will occur thirty (30) days after written notice from any Party to this MOU, to all other Parties, expressing intent to cancel. Payment will be made for all outcome benchmarks reached on the date the cancellation takes effect.

G. Governing Law and Venue

The MOU and all of the rights and obligations of the Parties hereto and all of the terms and conditions thereof shall be construed, interpreted, applied with, governed by, and enforced under the laws of the State of Texas and the Parties agree that venue shall be in Tarrant County, Texas.

[Signature Page Follows]
H. Signatures

Bridges from School to Work

By: [Signature] Title: Executive Director Date: April 4, 2022

Fort Worth Independent School District

By: [Signature] Title: Director Date: 5/12/22

Dianne Hawkins

By: [Signature] Title: Assistant Superintendent Date: 5/12/22

Corey Golomb

Marcey Sorensen
Dr. Marcey Sorensen
Chief Academic Officer

Alexander Athanason
Attorney

Dr. Kent Scribner
Superintendent of Schools
TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED MAY 31, 2022

BACKGROUND:

The 2021-2022 General Fund Budget was initially adopted on June 22, 2021, and last amended through the period ended April 30, 2022. During the month of May 2022, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund, as reflected on the spreadsheet provided. Additionally, a final review of revenue is performed to determine any adjustments in anticipated revenue at year end as compared to initial and/or amended projections. All requests are necessary in the normal course of District Operations.

1. General Fund Revenue: Decreased in part due to taxpayer litigation associated with gas compressors located in Tarrant County. The original tax base declined during the year due to protests. The student population also declined during the year, furthering the decline in state revenue. Federal revenues increased due to additional ESSER funding.

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 May 31, 2022
2. Decline to Approve Budget Amendment for the Period Ended May 31, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended May 31, 2022

FUNDING SOURCE

| General Fund | 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

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 complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria
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<tr>
<th>Object</th>
<th>Revenue</th>
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<td>5900</td>
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<th>Function</th>
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<td>1,543,871</td>
<td>7,906,374</td>
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## General Fund
### Budget Amendment
#### 2021-2022

<table>
<thead>
<tr>
<th>REVENUE &amp; OTHER SOURCES</th>
<th>Consolidated General Fund 2021-2022</th>
<th>Consolidated General Fund 2021-2022</th>
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<tr>
<td></td>
<td>Amended Budget 4/30/2022 Adjustments</td>
<td>Amended Budget 5/31/2022</td>
</tr>
<tr>
<td>5700 Local Revenue</td>
<td>$459,971,554 ($7,674,840)</td>
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<td>5800 State Revenue</td>
<td>330,087,019 (38,107,980)</td>
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<td>5900 Federal Revenue</td>
<td>14,931,000 25,455,876</td>
<td>40,386,876</td>
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<td>7900 Other Sources</td>
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<tr>
<td><strong>Total Revenue &amp; Other Sources</strong></td>
<td><strong>$814,489,573 ($5,004,264)</strong></td>
<td><strong>$809,485,309</strong></td>
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<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>Consolidated General Fund 2021-2022</th>
<th>Consolidated General Fund 2021-2022</th>
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<tr>
<td></td>
<td>Amended Budget 4/30/2022 Adjustments</td>
<td>Amended Budget 5/31/2022</td>
</tr>
<tr>
<td>11 Instruction</td>
<td>$484,332,058 ($560,697)</td>
<td>$483,771,361</td>
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<tr>
<td>12 Instruction Resources and Media Services</td>
<td>$12,603,948 $74,225</td>
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<td>13 Curriculum and Instructional Staff Development</td>
<td>$13,464,791 ($4,401)</td>
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<td>21 Instructional Administration</td>
<td>$16,608,405 ($48,058)</td>
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<td>23 School Administration</td>
<td>$51,311,626 $43,419</td>
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<tr>
<td>31 Guidance and Counseling Services</td>
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<tr>
<td>32 Social Work Services</td>
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<td>33 Health Services</td>
<td>$11,539,415 $1,222</td>
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<td>34 Student Transportation</td>
<td>$22,346,385 $224,757</td>
<td>$22,571,142</td>
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<tr>
<td>35 Food Services</td>
<td>$1,490,353 ($80)</td>
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<tr>
<td>36 Cocurricular/Extracurricular Activities</td>
<td>$18,202,782 ($49,341)</td>
<td>$18,153,441</td>
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<tr>
<td>41 General Administration</td>
<td>$25,391,624 $578,812</td>
<td>$25,970,436</td>
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<tr>
<td>51 Plant Maintenance and Operations</td>
<td>$103,402,615 ($220,665)</td>
<td>$103,181,950</td>
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<tr>
<td>52 Security and Monitoring Services</td>
<td>$14,105,435 $8,850</td>
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<td>53 Data Processing Services</td>
<td>$25,306,042 $122,033</td>
<td>$25,428,075</td>
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<td>61 Community Services</td>
<td>$5,854,500 $34,926</td>
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<td>71 Debt Service</td>
<td>$0 $0</td>
<td>$0</td>
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<tr>
<td>81 Facilities Acquisition &amp; Construction</td>
<td>$1,809,025 $7,955,945</td>
<td>$9,764,970</td>
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<tr>
<td>95 Payments to Juvenile Justice Alt Ed Program</td>
<td>$285,000 $0</td>
<td>$285,000</td>
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<tr>
<td>97 Tax Increment Financing</td>
<td>$0 $0</td>
<td>$0</td>
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<tr>
<td>99 Other Intergovernmental Charges</td>
<td>$2,901,500 $0</td>
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<tr>
<td><strong>Total Budgeted Expenditures</strong></td>
<td><strong>$865,477,676</strong></td>
<td><strong>$7,906,374</strong></td>
</tr>
</tbody>
</table>

| Beginning Fund Balance (Audited) | 281,399,838 | 281,399,838 |
| Fund Balance-Ending (Unaudited) | $230,411,735 | $217,501,097 |
CONSENT AGENDA ITEM  
BOARD MEETING 
June 28, 2022  

TOPIC:  APPROVE FIRST READING-REVISIONS TO BOARD POLICIES DEAB(LOCAL) AND FDE(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 update policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.  

Policy recommendations:  

- DEAB(LOCAL): revising this policy addresses a multi-step approach to reducing the risk of unapproved overtime  
- FDE(LOCAL): Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance  

STRATEGIC GOAL:  
2 - Improve Operational Effectiveness and Efficiency  

ALTERNATIVES:  
1. Approve First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)  
2. Decline to Approve First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)  
3. Remand to Staff for Further Study  

SUPERINTENDENT’S RECOMMENDATION:  
Approve First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

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
• DEAB(LOCAL): revising this policy addresses a multi-step approach to reducing the risk of unapproved overtime

• FDE(LOCAL): Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance
### Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

### Exempt

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

### Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for up to and including a 40-hour workweek.

It is the goal of the District to hold overtime work to a minimum. When overtime is necessary, a non-exempt employee is entitled to overtime as required by the FLSA. An employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

### Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Saturday and end at 11:59 p.m. Friday.

### Compensatory Time

At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

### Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time.

### Use

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory
time remaining at the end of a duty year, the District shall pay the employee for the compensatory time.

Compensatory time may be used at either the employee’s or the District’s option. An employee may use compensatory time in accordance with the District’s leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)]

The District may require an employee to use compensatory time when in the best interest of the District.
SAFE SCHOOLS DATA

The Superintendent or designee shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD], and

2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while in or on the premises or ground of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
   a. Attempted murder;
   b. Indecency with a child;
   c. Aggravated kidnapping;
   d. Aggravated Assault resulting in bodily injury or aggravated assault on someone other than a District employee or volunteer;
   e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer; or
   f. Aggravated robbery; or
   g. Continuous sexual abuse of a young child or disabled individual.

SCHOOL SAFETY TRANSFERS

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options above or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

FROM A PERSISTENTLY DANGEROUS SCHOOL

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student’s enrollment.

The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall complete the transfer prior to the beginning of the school year, if
applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE SECOND READING-REVISED POLICIES
FEA(LOCAL), FEC(LOCAL) AND FNCE(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 update policies incorporating TASB’s
recommendations and/or the needs of the District. The Board of Trustees always has the final say
regarding which policies go in the manual.

Policy recommendations:

● FEA(LOCAL): Standard TASB policy: recommended revisions based on
  Senate Bill (SB) 289 which creates an optional excused absence for a student
  who is at least 15 years old to be absent for one day to obtain a learner
  license and for one day to obtain a driver’s license

● FEC(LOCAL): Standard TASB policy: recommended revisions based on
  new statutory requirements and TEA guidance and removal of extensive
  administrative details not required to be in board policy

● FNCE(LOCAL): Standard TASB policy: the District no longer requires fees for the
  release of confiscated telecommunication devices

STRATEGIC GOAL:
2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revise Board Policies FEA(LOCAL), FEC(LOCAL) and
   FNCE(LOCAL)
2. Decline to Approve Second Reading-Revise Board Policies FEA(LOCAL),
   FEC(LOCAL) and FNCE(LOCAL)
3. Remand to Staff for Further Study
SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL) and FNCE(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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

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
POLICY RECOMMENDATION SUMMARY PAGE FOR June 28, 2022
BOARD MEETING

- **FEA(LOCAL):** Standard TASB policy: recommended revisions based on Senate Bill (SB) 289 which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver’s license
- **FEC(LOCAL):** Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance and removal of extensive administrative details not required to be in board policy
- **FNCE(LOCAL):** Standard TASB policy: the District no longer requires fees for the release of confiscated telecommunication devices
Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

**Excused Absences**

In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

**Higher Education Visits**

The District shall excuse a student for up to two days during the student’s junior year and up to two days during the student’s senior year to visit an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

**Armed Services Enlistment**

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. A student shall be required to submit verification of such activities in accordance with administrative regulations.

**Early Voting or Election Clerk**

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

**Learner or Driver’s License**

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver’s license office to obtain a learner license; or
- Visiting a driver’s license office to obtain a driver’s license.

[For extracurricular activity absences, see FM.]

**Withdrawal for Nonattendance**

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

**Students Attending Homeschools**

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.
Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.
This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.

**Absences Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.

**Attendance Committees**

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

**The Superintendent Composition**

Each school shall make the specific appointments of a school attendance committee of three to five members composed of school staff of appropriate gender and ethnic balance, and in accordance with legal requirements. The attendance committee may meet on an as-needed basis as determined by the principal.

**Parental Notice of Excessive Absences**

A student and the student’s parent or guardian shall be given written notice prior to and at such time when a student’s attendance in any class drops below 90 percent of the days the class is offered.

**Methods for Regaining Credit or Awarding a Final Grade**

When a student’s attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student’s attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the principal on the appropriate form, accompanied by documentation supporting consideration of extenuating circumstances for unresolved or unexcused absences.

Any appeal for a graduating senior shall be processed before graduation when submitted in accordance with administrative regulations.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

The attendance committee shall review the student’s entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all
students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

**Personal Illness**

If a student has established a questionable pattern of absences, the principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations that a student present a physician’s or clinic’s statement of illness after a single day’s absence as a condition of classifying the absence for personal illness as one for which there are extenuating circumstances.

**Guidelines on Extenuating Circumstances**

The attendance committee shall adhere to the following guidelines to determine attendance for award of credit or a final grade:

**Days of Attendance**

All absences shall be considered in determining whether a student has attended the required percentage of days. If makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance for the following reasons shall be considered days of attendance for this purpose:

1. Religious holy days;
2. Required court appearances;
3. Activities related to obtaining U.S. citizenship;
4. Serving as an election clerk;
5. Visiting an institution of higher education;
6. Substantiated absences for illness or for health-care appointments;
7. Absences for approved extracurricular activities [see FM]; and
8. Absences granted prior approval by the principal on parent request for up to three days for a specific, nonrecurring event.

[See FEA and FEB]

**Transfers / Migrant Students**

A transfer or migrant student incurs absences only after his or her enrollment in the District.

**Best Interest Standard**

In reaching consensus regarding a student’s absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop
Guidelines on Extenuating Circumstances

Consideration of Documentation

Student’s Academic Record

Information from Student or Parent

Imposing Conditions for Awarding Credit or a Final Grade

Administrative regulations require documenting the attendance committee’s documentation of the decision.

The attendance committee shall consider the acceptability and authenticity of documented reasons for the student’s absences.

The committee shall consider whether the absences were for reasons out of the student’s or parent’s control.

The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the absences were out of the parent’s or student’s control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

The attendance committee shall consider the student’s unique circumstances and, if necessary, may impose any of the following conditions for awarding students with excessive absences to regain credit or be awarded a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student’s absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.

2. Completing additional assignments, as specified by the committee or teacher.

3. Attending tutorial sessions as scheduled, which may include Saturday classes or before- and after-school programs.

4. Completing other instructional programs, as specified by the committee.

5. Maintaining the attendance standards for the rest of the semester.

6. Taking an examination to earn credit. [See EHDB]

7. Attending a flexible school day program.
6. Attending summer school.

In all cases, the student must also earn a passing grade in order to receive credit.

Appeal Process

A parent If an attendance committee denies a student’s petition for credit for a class or award of a final grade in a class, the student may appeal the decision of the attendance committee in accordance with the Board by submitting a written request to the Superintendent, who shall proceed under Level Three of the student complaint policy. [See FNG(LOCAL).]
PROPOSED REVISIONS

**Note:** For searches of personal telecommunications devices or other personal electronic devices, see FNF.

### Personal Use

**Telecommunications Devices**

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.

*The District shall not charge a fee for the release of a personal telecommunications device.* A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student’s parents may retrieve a device after receiving notification from the District, paying the fee.

If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.

### Other Electronic Devices

Guidelines regarding other electronic devices shall be addressed in the student handbook.

### Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]
TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR STRUCTURAL AND CIVIL ENGINEERING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-084) entitled “Structural and Civil Engineering Services for the 2021 Capital Improvement Program” with the following schedule of events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Issued</td>
<td>April 11, 2022</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>April 20, 2022</td>
</tr>
<tr>
<td>Statements of Qualifications Due</td>
<td>April 26, 2022</td>
</tr>
<tr>
<td>Selection Notification</td>
<td>June 29, 2022</td>
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</tbody>
</table>

On April 26, 2022, the District received three (3) Statements of Qualifications (SOQs) from firms in response to the RFQ. All three (3) SOQs submitted were deemed responsive and compliant with the RFQ requirements:

RLG Consulting Engineers
Simon Engineering & Consulting, Inc.
Teague Nall and Perkins, Inc.

The evaluation resulted in the recommendation of all three firms for structural and civil engineering services to support the 2021 Capital Improvement Program.

In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firms identified above as qualified providers of structural and civil engineering services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency
ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-O38-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - $300,000 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

RLG Consulting Engineers
Simon Engineering & Consulting, Inc.*
Teague Nall and Perkins, Inc.

*Denotes HUB Firm

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-084
Number of Bid/Proposals Received: 3
HUB Firms: 1

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

Capital Improvement Program

RATIONALE:

Structural and civil engineering services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2021 CIP projects.

INFORMATION SOURCE:

Vicki Burris
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TOPIC: APPROVE CLOSEOUT CONTRACT WITH PINNACLE CONTRACTING GROUP, LLC, FOR JOB #008-002 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 22, 2019, the Board of Education (BOE) approved the authorization to enter a contract with Pinnacle Contracting Group, LLC., for a Mariachi addition for Job No. 008-002 (RFCSP #19-030), North Side High School. On September 24, 2019, the Board of Education approved a change order for the North Side High School Mariachi addition project adding piers and void boxes to the foundation; sound equipment; and changing the design of the sanitary sewer to cast iron.

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<tr>
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<td>Final Payment Due:</td>
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STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 (RFCSP #19-030) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 (RFCSP #19-030) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study
SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 (RFCSP #19-030) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE:  Additional Details

CIP 2017  671-00-2116-000-000-000-000-000000

COST:

No Cost

VENDOR:

Pinnacle Contracting Group, LLC

PURCHASING MECHANISM:

Not a Purchase

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

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

Capital Improvement Program
North Side High School Mariachi Addition

RATIONAL:

Pinnacle Contracting Group, LLC., has completed all work as required per the terms of their Contract for renovations at North Side High School Mariachi Addition. The work has been inspected by WRA and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Vicki Burris
CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE PURCHASE OF FINE ARTS STORAGE EQUIPMENT FOR DUNBAR HIGH SCHOOL RENOVATION IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for the Dunbar High School Renovation on April 9, 2019. This agenda item requests authorization to purchase Fine Arts storage equipment for the renovated Fine Arts areas.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: Additional Details

CIP 2017 671-81-6398-B43-005-99-000-005212

COST:

$95,431.70

VENDOR:

Wenger Corporation
PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 19-015-C
Number of Bid/Proposals received: 14
HUB Firms: 1
Compliant Bids: 14

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. 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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program
Dunbar High School

RATIONALE:

The purchase of the Fine Arts storage equipment is necessary for storage and upkeep of instruments, uniforms and sheet music for the Fine Arts programs.

INFORMATION SOURCE:

Vicki Burris
**Quote Number:** 3227552  
**Wenger Storage Solutions for C104, C112, C113, C120, C106**

**Quote To:**  
Susan Spicer  
Paul Laurence Dunbar High Sch  
5700 Ramey Ave  
Fort Worth TX 76112-7959  
United States

**Phone:** (817) 871-2000  
**Fax:** (817) 814-1935  
**E-Mail:** ss Spicer@fwisd.org

**Date:** 5/3/2022  
**Expires:** 7/31/2022  
**Reference:**  
**Terms:** Net 30 Days  
**Created By:** Mary Steidler

**Date of Creation:** 05/03/2022

---

**Quote Comments:**  
--Bid Award: 21-044  
--Also 19-015-C (Theatrical Fine Arts Services, Supplies and Equipment)

**WENGER CONTACT INFORMATION:**  
Mary Steidler / FF&E Sales Representative for North Texas  
800.4WENGER (493.6437) ext. 8395  
DIRECT LINE: 507-774-8395  
Mary.Steidler@wengercorp.com  
Wenger Corporation  
555 Park Drive / Owatonna, MN 55060  
Fax: 507-455-4258

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**USD**

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Wenger Corporation
555 Park Drive
Owatonna, MN  55060-4940
United States

Quote Number: 3227552
Wenger Storage Solutions for C104, C112, C113, C120, C106

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DELIVERY & INSTALLATION BY WENGER:
This pricing includes complete delivery and installation, which includes unloading, assembling and removal of debris by Wenger-trained technicians, at non-prevailing, non-union wage rates, to 1st floor locations. 2nd floor or greater may incur additional fees. Check with your representative for further details.

LEAD TIME for delivery & installation by Wenger: about 14 weeks after receipt of order and dimensioned drawing from customer.

| Lines Total | $95,431.70 |
| Total Taxes | $0.00      |
| Quote Total | $95,431.70 |
TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR MOVING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Qualifications (RFQ 22-085) entitled “Moving Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ Issued</td>
<td>April 18, 2022</td>
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<tr>
<td>Deadline for Submission of Questions</td>
<td>April 27, 2022</td>
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<tr>
<td>Statements of Qualifications Due</td>
<td>May 3, 2022</td>
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<tr>
<td>Selection Notification</td>
<td>June 29, 2022</td>
</tr>
</tbody>
</table>

On May 3, 2022, the District received six (6) Statements of Qualifications (SOQs) from firms in response to the RFQ. Five (5) of the six (6) SOQs submitted were deemed responsive and compliant with the RFQ requirements.

A-1 Freeman North American, Inc.
All Points of Texas
Exserv Inc.
Mike D Trucking Co, LLC
Office Interiors Group, Inc

The evaluation resulted in the recommendation of all five (5) firms for Moving Services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2254.004, staff recommends that the Board approve the firms identified above as qualified providers of Moving Services based on demonstrated competence and qualifications; and authorize the CIP Department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

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

1. Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program

**FUNDING SOURCE:**

CIP 2021 661-81-6629-M41-XXX-99-000-XXXXXX

**COST:**

Not-to-Exceed - $4,000,000 for the duration of the 2021 Capital Improvement Program.
*(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)*

**VENDORS:**

A-1 Freeman North American, Inc.
Exserv Inc.
Mike D Trucking Co. LLC*
All Points of Texas
Office Interiors Group, Inc.*

*Denotes HUB Firm

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*
Bid Number: 22-085
Number of Bid/Proposals Received: 5
HUB Firms: 2
**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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program

**RATIONALE:**

Moving Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2021 CIP projects.

**INFORMATION SOURCE:**

Vicki Burris
### Fort Worth ISD Capital Improvement Program 2021 Bond
Request for Qualifications
Moving Services
RFQ# 22-085

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CONSENT AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOB ORDER CONTRACTING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP 22-086) entitled “Job Order Contracting Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFCSP Issued</td>
<td>April 25, 2022</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>May 4, 2022</td>
</tr>
<tr>
<td>Statements of Qualifications Due</td>
<td>May 10, 2022</td>
</tr>
<tr>
<td>Selection Notification</td>
<td>June 29, 2022</td>
</tr>
</tbody>
</table>

On May 10, 2022, the District received twenty Competitive Sealed Proposals (CSPs) from firms in response to the RFCSP. Eighteen of the twenty CSPs submitted were deemed responsive and compliant with the RFCSP requirements.

Basic IDIQ Inc                      Phillips|May Corporation
E3 Entegral Solutions              Picasso Contractors LLC
ERC Environmental Solutions        Post L Group LLC
F.H. Paschen, S.N. Nielsen & Associates Real Network Services
Gilden Industries LLC               Reeder General Contractors Inc
ICON Diversified LLC               Restoration Specialist LLC
JonesCo General Contractors LLC     SDB Inc
Mart Inc                           Texas Air Systems LLC
Morales Construction Services Inc  Waltz

The evaluation resulted in the recommendation of thirteen firms for Job Order Contracting Services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2269.401, staff recommends that the Board approve the firms identified above as qualified providers of Job Order Contracting Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency
ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program

FUNDING SOURCE:  

<table>
<thead>
<tr>
<th>Additional Details</th>
</tr>
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<tbody>
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</tr>
<tr>
<td>661-81-6629-C41-XXX-99-000-XXXXXX</td>
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COST:

Not-to-Exceed - $5,000,000 for the duration of the 2021 Capital Improvement Program.  
(Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

SDB Inc*
P. L. Group*
Reeder General Contractors Inc
ERC Environmental Solutions
F. H. Paschen, S. N. Nielsen & Associates
Gilden Industries LLC
Basic IDIQ Inc
ICON Diversified LLC*
Phillips|May Corporation*
Real Network Services*
Morales Construction Services Inc*
Picasso Contractors*
Mart Inc

*Denotes HUB Firm
PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-086
Number of Bid/Proposals Received: 18
HUB Firms: 7

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
Capital Improvement Program

RATIONALE:
Job Order Contracting Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to address any additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2021 CIP project.

INFORMATION SOURCE:
Vicki Burris
<table>
<thead>
<tr>
<th></th>
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Maximum Available Points per Category => 5 7 10 5 20 5 3 45 100
TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOC HAZMAT ABATEMENT SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2021 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP 22-087) entitled “JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program (CIP)” with the following schedule of events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>RFCSP Issued</td>
<td>April 25, 2022</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>May 4, 2022</td>
</tr>
<tr>
<td>Statements of Qualifications Due</td>
<td>May 11, 2022</td>
</tr>
<tr>
<td>Selection Notification</td>
<td>June 29, 2022</td>
</tr>
</tbody>
</table>

On May 11, 2022, the District received sixteen Competitive Sealed Proposals (CSPs) from firms in response to the RFCSP. All sixteen CSPs submitted were deemed responsive and compliant with the RFCSP requirements.

1 Priority Environmental Services LLC HP Ecological Services LLC
AADVAL Inc Intercon Environmental Inc
Allen & Company Environmental Services One Reef
AMX Environmental Pacific Environmental Group LLC
ARC Abatement Picasso Contractors
DWW Abatement Services Pro Response
EDRS Inc RNDI Companies
E-Logic Inc TEAM Enterprise

The evaluation resulted in the recommendation of twelve firms for Job Order Contracting Services to support the 2021 Capital Improvement Program. In accordance with Texas Government Code §2269.401, staff recommends that the Board approve the firms identified above as qualified providers of JOC HAZMAT Abatement Services based on demonstrated competence and qualifications; and authorize the CIP department to enter into contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency
ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into Contracts for JOC HAZMAT Abatement Services for the 2021 Capital Improvement Program

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-A42-XXX-99-000-XXXXXX
661-81-6629-H42-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - $15,000,000 for the duration of the 2021 Capital Improvement Program. (Funds will be utilized within the location budget(s) and if additional funds are needed a request for approval to use program contingency funds will be submitted.)

VENDORS:

1 Priority Environmental Services LLC
AMX Environmental
EDRS Inc
Intercon Environmental Inc*
AADVAL Inc
TEAM Enterprise
E-Logic Inc
One Reef*
DWW Abatement Services*
Pro Response
HP Ecological Services LLC
Picasso Contractors*

*Denotes HUB Firm
PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 22-087
Number of Bid/Proposals Received: 16
HUB Firms: 7

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

Capital Improvement Program

RATIONALE:

JOC HAZMAT Abatement Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter into contracts for these services will enable the District to move forward with the procurement of the 2021 CIP Projects.

INFORMATION SOURCE:

Vicki Burris
TOPIC: APPROVE NOMINATION FOR TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS, REGION 11, POSITION B

BACKGROUND:

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

The position is currently held by Dr. Jacinto Ramos who will not seek reelection. As this is a large district position, the FWISD trustees’ nomination of a board member will constitute a majority and will elect him/her to the Board of Directors. A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services.

Nominations must be received by TASB no later than Thursday, June 30, 2022.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Nomination for Texas Association of Schools Boards (TASB) Board of Directors, Region 11, Position B
2. Decline to Approve Nomination for Texas Association of Schools Boards (TASB) Board of Directors, Region 11, Position B
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Board Decision

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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:  
Fort Worth ISD Board of Trustees

RATIONALE:  
As this is a large district position, the FWISD trustees’ nomination of a board member will constitute a majority and will elect him/her to the Board of Directors. A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services.

INFORMATION SOURCE:  
Kent Scribner
Karen Molinar
ACTION AGENDA ITEM
BOARD MEETING
June 28, 2022

TOPIC: APPROVE FORT WORTH INDEPENDENT SCHOOL DISTRICT OF INNOVATION PLAN

BACKGROUND:

House Bill (HB) 1842, passed in the 84th Legislative Session of the Texas Legislature, in part amended Chapter 12A of the Texas Education Code (TEC) to create Districts of Innovation (DOI). The designation allows school districts to be exempt from certain sections of the TEC, providing more flexibility and control locally meeting the needs of students and the communities served. Fort Worth ISD created a District of Innovation Plan in 2017. The plan has expired and a new plan is being proposed.

On September 28, 2021, the Fort Worth ISD Board of Trustees adopted a resolution that initiated the process to develop the new District of Innovation Plan. On November 9, 2021, the Board held a public hearing on considering designation as a DOI and to name the DOI Committee. On November 9, 2021, the Board approved the formation of a DOI Committee. The District Advisory Committee (DAC) was designated as the DOI Committee for Fort Worth ISD.

Staff reviewed various sections of TEC and identified three (3) separate areas for consideration by the DAC. The DAC reviewed the recommendations and approved the posting of the DOI Plan. The Plan has been posted for the required 30 days and feedback has been considered. The completed plan is attached with this board item.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Fort Worth Independent School District of Innovation Plan
2. Decline to Approve Fort Worth Independent School District of Innovation Plan
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Fort Worth Independent School District of Innovation Plan
<table>
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<th>FUNDING SOURCE:</th>
<th>Additional Details</th>
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<tr>
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</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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**
District - Wide

**RATIONALE:**
HB 1842 created a path for districts to address their local needs through flexibility from Texas Education Code and Commissioner's Rules that the district sees it can address more effectively. District of Innovation status provides a way to address unfunded mandates with local common sense, as well as work around stringent requirements in a creative, innovative way. It gives traditional school districts most of the flexibility available to Texas' open enrollment charter schools. To access these flexibilities, a school district must establish a process to produce an Innovation Plan, as set forth in TEC. The local school board has the power to approve this plan to meet the needs of the school district. The Texas Education Agency (TEA) only requires notification of the plan adoption. A notification will be sent to the TEA if the plan is approved.

**INFORMATION SOURCE:**
David Saenz
Introduction

House Bill (HB) 1842, passed in 2015 in the 84th Legislative Session of the Texas Legislature, in part amended Chapter 12A of the Texas Education Code (TEC) to create Districts of Innovation. The designation allows school districts to be exempt from certain sections of the TEC, providing more flexibilities and local control to meet the needs of students and the communities served.

On September 28, 2021, the Fort Worth ISD Board of Trustees (Board) adopted a resolution to initiate the process of becoming a District of Innovation (DOI). On November 9, 2021, the Board held a public hearing on considering designation of the District as a DOI and approved the formation of a DOI Committee.

The Committee is comprised of the members of the District Advisory Council and Senior Leadership Staff.

Terms

By law, the term of the designation as a DOI may not exceed five years. The term of the Fort Worth ISD Local Innovation Plan begins on June 28, 2022, and ends on June 28, 2027, unless rescinded or renewed by the Board in accordance with law, or terminated by the Commissioner of Education. The plan may be amended, rescinded, or renewed by a majority vote of the district-level committee established under TEC 11.251 (District Advisory Committee) along with a two-thirds majority vote of the Board. An amendment to the Plan does not change/extend the date of the term of designation as an Innovation District; exemptions that were already formally approved are not required to be reviewed. The District must notify the Texas Education Association (TEA) within five business days of rescission of the plan and provide a date (not to be later than the start of the following school year) at which time it will be in compliance with all sections of the TEC. During renewal, all sections of the plan and exemptions shall be reviewed and the original statutory adoption process must be followed. The District shall notify the Commissioner of any actions taken to amend, rescind, or renew the Plan along with the associated TEC exemptions and local approval dates. The Committee will annually review the Plan, unless the Board determines a review must be done prior to the annual review, to ensure that the recommendations are continuing to meet the needs of the District as intended and are in line with the Fort Worth ISD (FWISD) Plan efforts.

As part of the annual review process, the membership of the Committee will be modified according to the rules governing the District Advisory Committee or the makeup of the District Leadership Team, if needed.
The Board has ultimate authority in determining the membership of the Committee; the intent of the Board is to use the District Advisory Council, since it is a balanced representation of community members, business members, and staff.

**Innovation Plan**

It has been determined that the following requirements of the TEC inhibit the pursuit of the goals of FWISD in meeting the needs of students at this time.

**Innovation Plan Exemption #1** required to prepare all students for success in college, career, and community leadership.

*Texas Education Code 25.0811 (a), Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August.*

*(EB LEGAL Policy)*

**Plan Rationale**

When the state moved from mandating the number of days of instruction to a number of minutes, FWISD took the opportunity to revisit the school calendar. This has resulted in a calendar that allowed for a more targeted approach to professional learning and provided for strategic breaks for staff and students that is believed to help with the overall well-being of both, while also providing for extended family time throughout the year.

In addition, this calendar allowed FWISD to balance the days in each semester which is best for students and teachers, particularly at the secondary level when participating in a one-semester course, and in all courses relative to the pacing of lessons and learning.

A school year beginning on the fourth Monday of August will also lead to a late ending. This late ending negatively impacts additional opportunities for students in relation to summer school at the high school and college levels, other camps and enrichment programs, as well as job opportunities for students. This flexibility also allows us to mirror practices by local charters that are already afforded this flexibility. This is beyond the concerns related to the District’s inability to provide the other benefits of the calendar as outlined above.

**Local Innovation Plan Guideline**

The first day of instruction will be scheduled in a manner that best meets the needs of FWISD and its students, staff, and community in furthering the educational program. The development of the calendar will be executed through the District Calendar Committee and reviewed by the District Advisory Committee (DAC), the District Employee Relations Council (DERC), and other stakeholder groups.
**Innovation Plan Exemption #2** required to prepare all students for success in college, career, and community leadership.

*Texas Education Code Sec. 21.003. CERTIFICATION REQUIRED. (a) A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.*

*Texas Education Code Sec. 21.053. PRESENTATION AND RECORDING OF CERTIFICATES. (a) A person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding. (b) An educator who does not hold a valid certificate may not be paid for teaching or work done before the effective date of issuance of a valid certificate.*


Texas Education Code §21.003, §21.053, and 19 Texas Administrative Code Chapter 231 limit the District's ability to hire instructors for hard-to-fill and high-demand courses when high quality, State Board of Educator Certification (SBEC) certified teachers are not available.

**Plan Rationale**

The District seeks flexibility to recruit, select, and place instructors who do not hold teaching credentials required by these statutes when high quality, certified teachers are not available in hard-to-fill and high-demand positions. The District seeks approval to hire instructors with industry experience that align to career and technical pathways offered to District students in grades 7 through 12;

**Local Innovation Plan Guidelines**

When developing parameters for hiring instructors in the areas of Career and Technical Education who do not have the requisite certificate, the District shall ensure the following:

- The District will first consider high quality, certified teachers.
- The District will establish criteria for selection of high quality, non-certified candidates and must implement a rigorous on-boarding and training program for newly hired, non-certified instructors. The program must emphasize support in classroom management and effective instructional practice.
Innovation Plan Exemption #3 required to prepare all students for success in college, career, and community leadership.

Texas Education Code §25.092 MINIMUM ATTENDANCE FOR CLASS CREDIT OR FINAL GRADE. (a) Except as provided by this section, a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered.

Plan Rationale

First and foremost, this exemption would allow our District to use the mastery of content, not bound by attendance rules, to counteract the negative impacts of COVID-19 related to earning course credit or grade level proficiency for on-track graduation.

Secondly, this exemption allows the District flexibility for students demonstrating mastery of content through an innovative program, alternative academic settings, dropout recovery settings, and a more flexible, individualized pace not constrained by attendance rules.

Local Innovation Plan Guidelines

• The District may allow the exemption in five settings:

  1. As an acceleration strategy, for all students, for credit recovery or to accelerate academically as part of a student’s approved 4-year plan.
  2. As strategy to keep students on-track, in a District Alternative Education Program.
  3. As strategy to keep students on-track in a Dropout Recovery School/Program.
  4. As a means for students to gain high school credit, when participating in the District’s Early College settings, that may not match the traditional school year calendars.
  5. Should a District virtual school be established at any point during the life of this DOI plan.

• The District will convene a cross-functional team, led by School Leadership, to create the standards, practices, and training plans for this effort. The standards must be presented to the DERC and DAC for feedback. The final standards and practices for this effort must be approved by the District Leadership Team and Superintendent.
It is noted that through the annual review process, further innovations and exemptions may be needed to advance the work of the District in meeting the needs of students, and amendments may be necessary. As other districts across the state pursue this process and implement plans through this provision for additional flexibilities and more local control, new ideas for innovation may emerge that have great applicability in FWISD. We hope that through the natural course of having more autonomy and freedom to think innovatively that all students across the state will be able to take advantage of these key learnings.

Local Innovation Plan Committee Members

Kent P. Scribner  Superintendent of Schools
Karen Molinar  Deputy Superintendent
Sherry Breed  Chief of Equity & Excellence
Marcy Sorensen  Chief Academic Officer
Cherie Washington  Chief of Student Support Services
Jerry Moore  Chief of Schools
David Saenz  Chief Innovation Officer
Carmen Arrieta-Candelaria  Chief Financial Officer
Cynthia Rincón  Chief of Risk, Ethics & Compliance Management
Raúl Peña  Chief Talent Officer
Vicki Burris  Chief of Capital Improvement Program
Marlon Shears  Chief Information Officer
Joseph Coburn  Chief of Operations
Barbara Griffith  Senior Communications Officer
Rachel Madison  Elementary School Classroom Teacher, Carroll Peak ES
Emily Isaac  Elementary School Classroom Teacher, Location – Phillips ES
Amanda Saenz  Elementary School Classroom Teacher, Washington Heights ES
Stephanie Plotner  Elementary School Classroom Teacher, Tanglewood ES
Mahika Jhangiani  Middle School Classroom Teacher, International Newcomer Academy
Lisa McGlothlin  Middle School Classroom Teacher, Rosemont ES
Faith Simon  High School Classroom Teacher, Polytechnic HS
Dalynn Cross  High School Classroom Teacher, Diamond Hill-Jarvis HS
Melody Ellison  At-large, non-teaching Position, Young Women’s Leadership Academy
Kelli Taulont  Elementary School Administrator Principal, Hazel Harvey Peace ES
Mandi Murphy  Middle School Administrator Principal, Leonard MS
Tracy Smith  High School Administrator Assistant Principal, Paschal HS
Makenzie Carpenter  Elementary School Parent
Dr. Hana Dobrovolny  Middle School Parent
Bret Helmer  High School Parent
Joy Schwartz  High School Parent
Jason Amon  Special Education Parent
Chandra Riccetti  Program of Choice/School of Choice Parent
Jennifer Ledbetter  Program of Choice/School of Choice Parent
Alexandra Thurston  Community Representative
Steven Poole  Community Representative
Steve Gay  Business Representative
Estrus Tucker  Business Representative
TOPIC: APPROVE 2022 - 2023 BUDGET FOR THE LEADERSHIP ACADEMY NETWORK / TEXAS WESLEYAN UNIVERSITY MANAGEMENT TEAM

BACKGROUND:

Fort Worth Independent School District (FWISD) and Texas Wesleyan University began an innovative partnership in February 2019 to sustain the rising academic achievements of the (6) six leadership academies. Per the performance contract between FWISD and Texas Wesleyan University/Leadership Academy Network (LAN), the District will receive monthly invoices for the approved budget items needed for the LAN to effectively manage the six (6) campuses within the network.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2022 - 2023 Budget for the Leadership Academy Network / Texas Wesleyan University Management Team
2. Decline to Approve 2022 - 2023 Budget for the Leadership Academy Network / Texas Wesleyan University Management Team
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2022 - 2023 Budget for the Leadership Academy Network / Texas Wesleyan University Management Team

FUNDING SOURCE: Additional Details

General Fund 199-21-6299-TWU-999-99-416-000000

COST:

$1,222,117

VENDOR:

Texas Wesleyan University
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(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Texas Wesleyan University/Leadership Academy Network
Office of Innovation
The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak Middle School
The Leadership Academy at Forest Oak – 6th Grade Campus
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School

RATIONALE:

The approval of this Board item will allow the Leadership Academy Network to: 1) Continue implementing the academic model to sustain the rise in academic performance and 2) Allow the fiscal operations to continue at Texas Wesleyan University. As outlined in the performance contract between Fort Worth ISD and Texas Wesleyan University/Leadership Academy Network (LAN), this budget has also been presented and approved by Texas Wesleyan University Academic Affairs and Student Life Committee, TX Wes/LAN Steering Committee, and the Texas Wesleyan University Board of Trustees.

INFORMATION SOURCE:

David Saenz
## TXWES CONTRACT (PROPOSED 22 - 23)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>SY 21-22</th>
<th>Proposed 22 - 23</th>
<th>22-23 Notes</th>
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<tbody>
<tr>
<td>Personnel</td>
<td>Salaries, fringe, etc. for LAN Staff</td>
<td>$652,054.26</td>
<td>$684,656.97</td>
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<tr>
<td>TXWES Direct Cost</td>
<td>Office Space and Administrative Support</td>
<td>$111,190</td>
<td>$122,392</td>
<td>Office space: 10% increase</td>
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<td>TXWES Professional Svcs</td>
<td>Dean – Chief of Staff/Gen. Counsel/VP Finance and Admin</td>
<td>$53,972</td>
<td>$55,568</td>
<td>Added 3%</td>
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<td>Supplies</td>
<td>LAN Office Supplies</td>
<td>$3,000</td>
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<td>Combined with Materials</td>
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<tr>
<td>LAN Branding</td>
<td>Branding, Marketing, and Promotional Materials</td>
<td>$10,000</td>
<td>$10,000</td>
<td>Residency</td>
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<tr>
<td>Contracted Svcs</td>
<td>LAN Special Projects / Contracted Services</td>
<td>$25,000</td>
<td>$25,000</td>
<td>Consultant</td>
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<td>1882 Support</td>
<td>Technical Assistance  – Policy, Legal, Governance</td>
<td>$30,000</td>
<td>$30,000</td>
<td>Empower</td>
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<td>Prof. Dev. and Travel</td>
<td>Professional Development, Continued Education, and Travel</td>
<td>$40,000</td>
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<td>Memberships</td>
<td>District Charter Alliance</td>
<td>$5,000</td>
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<td>Supplies and Materials</td>
<td>Professional Resources, Subscriptions, Books, Office Supplies</td>
<td>$7,500</td>
<td>$12,500</td>
<td>Combining with Supplies</td>
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<td>Grow Your Own</td>
<td>LAN EDD/M.Ed. Leadership Development</td>
<td>$141,500</td>
<td>$185,000</td>
<td>Adding Cohort III</td>
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<td>Teacher Residency</td>
<td>Teacher Residency Instruction    - Summer Institute - Supplies/Materials - Program Support  - Prof. Dev. - Travel - Teacher Resident Director/Consultant</td>
<td>$52,000</td>
<td>$52,000</td>
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<tr>
<td>Operational Costs</td>
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<tr>
<td><strong>TEXAS WESLEYAN UNIVERSITY TOTAL</strong></td>
<td></td>
<td><strong>$1,131,216</strong></td>
<td><strong>$1,222,117</strong></td>
<td>(7.5% Increase)</td>
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TOPIC:  APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES GRANTING EMPLOYEES ADDITIONAL PAID LEAVE DUE TO THE COVID-19 PANDEMIC

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the continuation of a modified version of the Emergency Paid Sick Leave provision of the Families First Coronavirus Response Act (FFCRA) known as District COVID Leave, that provided qualifying employees who were unable to report to work due to COVID-19. This 80-hour bank of leave was available from February 1, 2021, and expired on June 30, 2021.

In August 2021, the Board extended the COVID Leave benefit for the period of August 16, 2021 to December 31, 2021. In December 2021, the Board again extended the COVID Leave benefit for the period of January 2, 2022, to June 30, 2022. COVID Leave is set to expire on June 30, 2022. Since January 2022, over 1700 employees received a financial benefit under this program.

The Center for Disease Control (“CDC”) recognizes that the voluntary wearing of masks and the increased number of employees and students vaccinated can contribute significantly to a reduction in the spread of the virus. The District continues to apply and encourage all recommended safety measures to reduce the spread of the virus. However, given the unpredictability of variants or outbreaks, it is still in the District’s best interest to provide a level of financial stability for employees who, by the nature of their jobs, may be diagnosed with COVID-19.

Accordingly, the proposed resolution provides the Board the opportunity to authorize the continuation of District COVID Leave that would allow for up to forty (40) hours of paid leave to eligible employees unable to work due to their own positive COVID-19 test. This leave would be extended to the 2022-2023 Fall semester (July 1, 2022 – December 31, 2022).

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic
3. Remand to staff for further study
SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

All District Budgets Not Applicable

COST:

Estimated Amount - $3,500,000

During the previous coverage period (January 2, 2022 – June 16, 2022) for which data is available, 1729 employees were approved for COVID Leave absences through April 29, 2022, which were captured on the May 27, 2022 payroll, at a cost of $3,318,127.62. With the increase of documented vaccinated employees and the vaccine now approved for more students, it is estimated that the cost of expanding COVID Leave into Fall 2022 (July 1, 2022 – December 31, 2022) will be less than this current payout.

VENDER:

Not Applicable

PURCHASING MECHANISM:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS:

All District Schools and Departments

RATIONALE:

By approving this resolution, the Board ensures continuity in our employee population while addressing the safety and well-being of staff, students, and the community.

INFORMATION SOURCE:

Karen Molinar
Carmen Arrieta-Candelaria
Cynthia Rincón
RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH
INDEPENDENT SCHOOL DISTRICT GRANTING EMPLOYEES ADDITIONAL PAID
LEAVE DUE TO THE COVID-19 PANDEMIC

WHEREAS, the Board recognizes that despite the availability of a vaccine, COVID-19 continues to be an uncontained emergency of urgent public necessity; and

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and the community are prepared to the fullest extent possible to protect the health and safety of students, staff, and the community in light of COVID-19; and

WHEREAS, the Board is authorized by Texas Education Code Section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary to support the public schools as determined by the Board; and

WHEREAS, the Board acknowledges that during a pandemic, District employees may be unable to report to work if they test positive for COVID-19; and

WHEREAS, the Board determines that eligible employees may suffer a loss of pay if they do not report for work and have exhausted all available state and local leave days; and

WHEREAS, the Board approved the establishment of District COVID Leave granting eligible employees up to eighty (80) hours of paid leave for the period covering February 2021 – June 30, 2021, and the period of August 16, 2021 – December 31, 2021, and again the period of January 2 – June 30, 2022; and

WHEREAS, the Board concludes that continuing District COVID Leave for all regular employees – contractual and noncontractual, salaried and non-salaried – serves the public purpose of protecting students and staff, maintaining morale, and reducing turnover.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes the continuation of District COVID Leave for eligible employees, not to exceed forty (40) hours for full-time employees (pro-rated to the equivalent of five (5) days for those working less than forty (40) hours per week), at 100% of the employee’s daily rate for all regular Employees who are unable to report to work due to a positive COVID-19 test. This leave will be granted in accordance with District guidelines and upon the provision of all required documentation by the eligible employee.

The Authority granted by this resolution is provided for the period of July 1, 2022 – December 31, 2022, regardless of any previous COVID Leave taken unless the Board acts to authorize a longer duration. Furthermore, this resolution shall be void and all related benefits shall cease immediately should the United States Congress subsequently extend, revise, or initiate a new FFCRA or similar legislation.
Adopted on this 28th day of June 2022 by the Fort Worth ISD Board of Trustees.

By:

_____________________________________
Tobi Jackson
School Board President
Fort Worth Independent School District

ATTEST:

_____________________________________
Carin Evans
School Board Secretary
Fort Worth Independent School District
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 was posted and filed in compliance with the Open Meetings Law on June 22, 2022, at 6:40 PM.” This amended notice was posted and filed in compliance with the Open Meetings Law on June 22, 2022, at 1:15 PM.”

Christian Alvarado
Coordinator
Board of Education