



Fort Worth
INDEPENDENT SCHOOL DISTRICT

FORT WORTH ISD
BOARD OF EDUCATION

Regular Meeting

September 26, 2023

Igniting in Every Child a Passion for Learning.

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

Regular Meeting

Notice is hereby given that on Tuesday, September 26, 2023, 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. This meeting will be streamed on Fort Worth ISD's Live YouTube channel, and broadcast on Spectrum Channel 192 and AT&T U-Verse 99. To access closed-captioning during YouTube's live stream of the meeting, touch the screen or move the mouse over the video while it is playing. Click the "CC" button. Live captioning is presently only available in English. An archive of the meeting will be available the following day on the District Website's Video on Demand. Multiple-language captioning is available on the Fort Worth ISD LIVE YouTube archive. An electronic copy of the agenda is attached to this online notice.. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting 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, September 25, 2023.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITIONS (*OTHER*)
 - 3.A. Recognition of Student Greeters
 - 3.B. Project Lead the Way Engineering Senior Interns at Lockheed Martin and Bell Textron
 - 3.C. Inaugural Class in the Fort Worth Police Department and Fort Worth ISD High School Police Academy

3.D. Heroes for Children Award Recipient	
4. BOARD COMMITTEE REPORT (<i>OTHER</i>)	7
5. SUPERINTENDENT REPORT (<i>OTHER</i>)	11
6. PUBLIC COMMENT (<i>S and T</i>)	
7. EXECUTIVE SESSION (<i>S and T</i>)	
The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.	
7.A. Seek the Advice of Attorneys (Texas Government Code §551.071)	
7.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 propose the termination of Eastern Hills High School Principal Katrina Smith's term contract for good cause in accordance with Chapter 21 of the Texas Education Code and to propose the termination of Diamond Hill-Jarvis High School Principal James Garcia's term contract for good cause in accordance with Chapter 21 of the Texas Education Code. (Texas Government Code § 551.074)	
7.C. Security Implementation (Texas Government Code §551.076)	
7.D. Real Property (Texas Government Code §551.072)	
8. CONSENT AGENDA ITEMS (<i>S and P</i>)	
(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.)	
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8.B. Governance and Strategic Communications, Toni Cordova, Chief	
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8.B.2. Approve Second Reading - Revisions to Board Policy CPC(LOCAL)	60
8.C. Administrative Services, Karen Molinar, Deputy Superintendent	
8.C.1. <i>Business and Finance - Carmen Arrieta-Candelaria, Chief Financial Officer</i>	
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8.C.2.c. Approve Agreement with the Jordan Elizabeth Harris Foundation	77
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8.C.3.b. Approve Emergency Communication/Informacast Integration with the Legacy Public Address Systems	90
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8.D. Learning and Leading Networks	
<i>8.D.1. Service Network #1, Melissa Kelly, Associate Superintendent</i>	
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8.D.1.b. Approve Memorandum of Understanding Between Fort Worth Independent School District and Center for Transforming Lives	122
<i>8.D.2. Service Network #2, Charles Garcia, Associate Superintendent</i>	
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8.D.2.b. Approve Contract Renewal and Payment of Collegiate Testing Fees for Students	141
<i>8.D.3. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent</i>	
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8.D.3.b. Approve Contract Addendum to the Memorandum of Agreement for Professional Development Sessions to Empower Parents, Students, and Staff on their Rights in the American Education System	176

8.D.4. <i>Service Network #4, Dr. Tamekia Brown, Associate Superintendent</i>	
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8.E.1. <i>Technology, Steve Wentz, Interim Chief Information Officer</i>	
8.E.1.a. Approve Ratification for Renewal of Service Management and Hardware Asset Management Systems	186
8.E.1.b. Approve Ratification Purchase of Virtual Server Environment Maintenance and License Support	192
8.E.1.c. Approve Purchase of Google G-Suite for Education Enterprise License Renewal	195
8.E.1.d. Approve Purchase of Replacement Power Adapters for Student and Teacher Computer Devices	199
8.E.1.e. Approve Annual Maintenance Renewal for the District's Enterprise Resources Planning System for the 2023 - 2024 School Year	203
8.E.1.f. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment	209
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8.E.5.b. Approve Roof Replacement and Gym Floor Replacement at Morningside Middle School	240
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9. ACTION ITEMS (*S and P*)

9.A. Item/Items Removed from Consent Agenda

9.B. Personnel

9.C. Administrative Services - Karen Molinar, Deputy Superintendent

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

9.C.1.a. Consider and Take Action to Propose the Termination of Diamond Hill-Jarvis High School Principal James Garcia's Term Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code

9.C.1.b. Consider and Take Action to Propose the Termination of Eastern Hills High School Principal Katrina Smith's Term Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code

9.C.1.c. Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

9.C.1.d. Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

9.C.1.e. Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

9.C.1.f. 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

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

9.C.2.a. Approve Budget Amendment Carry-Forward for Purchase Orders and Tax Ratification Election (TRE) Balances 242

9.D. Operations

9.D.1. *Technology, Steve Wentz, Interim Chief Information Officer*

9.D.1.a. Approve Purchase of Additional Student Technology Devices and Cases 246

9.D.2. *Transportation, Myron Wilson, Executive Director of Transportation*

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9.D.2.b. Approve Ratification for Alternative Student Shuttle Services 254

9.D.3. *Facility Planning and Rental, Mike Naughton, Executive Director*

9.D.3.a. Approve Superintendent, or Designee, to Enter into a Contract for a District Facility Master Plan 258

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9.D.4. <i>Capital Improvement Program, Kellie Spencer, Operations</i>	
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9.D.4.c. Approve Closeout Contract with S&P and Post L, a Joint Venture and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	269
9.D.4.d. Approve Closeout Contract with SFP ² JV, LLC and Authorize Final Payment in Conjunction with the Capital Improvement Program	271
9.E. Consider the Level III Grievance of Terrance Roach (Convened in Closed Session, if Necessary)	
9.E.1. Presentation by Complainant and/or Representative(s)	
9.E.2. Presentation by District Representative	
9.E.3. Questions from Board Members	
9.E.4. Board Deliberation	
9.E.5. Render Decision, if any, on the Complaint Hearing (In Open Session)	
10. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (<i>OTHER</i>)	
11. ADJOURN (<i>OTHER</i>)	

REPORT ONLY AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **BOARD COMMITTEE REPORT**

BACKGROUND:

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

Finance

Quinton Phillips*
Tobi Jackson
Anael Luebanos
Dr. Michael Ryan

Facilities

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

Legislative

Camille Rodriguez

Racial Equity

Quinton Phillips*
Wallace Bridges
Roxanne Martinez

After-School Coordinating Board

Roxanne Martinez*
Quinton Phillips
Wallace Bridges

Safety and Security

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

Board Audit

Anne Darr*
Anael Luebanos
Kevin Lynch

Educational Services

Anne Darr*
Wallace Bridges
Anael Luebanos
Roxanne Martinez

Policy

Wallace Bridges*
Quinton Phillips
Anne Darr

** Denotes Committee Chair*

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

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

STRATEGIC GOALS:

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

Educational Services:

The Educational Services Committee convened on Thursday, August 17, 2023, through a virtual Zoom meeting. In attendance were Trustees Darr, Martinez, and Luebanos, along with key Fort Worth ISD staff, including Associate Superintendent Charles Garcia, Chief of Governance and Strategic Communications Toni Cordova, Executive Director of Math/Science Shannon Hernandez, and Director of Math and Science Kenyail Carr.

The meeting commenced with a welcome from Associate Superintendent Charles Garcia, who introduced the FWISD staff members present. The primary focus of the meeting was to discuss DreamBox, an educational math resource, and its integration into our curriculum. Ms. Kenyail Carr and Ms. Shannon Hernandez presented a comprehensive overview of DreamBox, emphasizing its alignment with the Eureka Math curriculum and its capacity to serve as a valuable tool for both acceleration and enrichment. The resource adapts to students' individual levels and offers content in Spanish, catering to diverse learning needs.

Key Highlights:

Monitoring Student Progress:

- Teachers and Administrators can generate daily data reports to monitor students' growth and progress.
- DreamBox complements the NWEA MAP Growth resource and offers daily instruction, acceleration, and enrichment.
- In the first seven months of using DreamBox, 98% of K-5 students logged in, and those who completed five or more lessons per week demonstrated an average growth equivalent to nine months.
- Educators actively use DreamBox as an instructional and intervention tool, with 89% logging in to monitor student usage and progress.
-

Usage Recommendations:

- While a minimum of five lessons per week is recommended, students can complete more if they wish.
- Positive feedback from students highlights their enthusiasm for DreamBox.

Parental Involvement:

- DreamBox offers a Parent Portal for parents to monitor their child's progress.
- A parent letter in both English and Spanish guides parents on setting up their Family Portal.

Accessibility for All Students:

- Closed captioning is available for all educational content in English and Spanish.
- Visual design follows accessibility guidelines to accommodate students with diverse needs.
- Continuous improvements are ongoing to ensure DreamBox benefits every student, including those with disabilities.

Year-Round Access:

- DreamBox is accessible to students year-round through the district's single sign-on portal, ClassLink.
- It can be utilized during summer school and after-school programs.

Campus Fidelity and Results:

- Currently, 84% of FWISD students have been placed on the Growth Report, with 49% completing five or more lessons per week.
- As a district, we are showing an average growth of 0.2 months, regardless of the number of lessons completed.
- Campus administrators have access to detailed reports for monitoring both campus, classroom, and student growth.

In response to questions raised by Trustees, the committee addressed various aspects, including data monitoring, usage recommendations, parental involvement, and accessibility for students with disabilities. While 89% of educators have logged into the resource, the remaining 11% may not have been aware of their access due to teacher turnover and the use of long-term substitutes. The meeting provided valuable insights into how DreamBox is positively impacting student learning and aligning with our district's goals.

Policy Committee:

The Policy Committee convened on August 24, 2023, via Zoom, with Trustees Wallace, Phillips, and Darr in attendance. Also present were Dr. Angelica Ramsey, Deputy Superintendent Karen Molinar, Senior Council Lynda Jackson, and Director of Board Policy Dr. Amanda Coleman.

Trustee Wallace initiated the meeting, and at his request, Dr. Coleman outlined the social media guidelines as outlined in the DH series policies and CQ(REGULATION).

Key Discussion Points:**Policy DGBA(LOCAL) Analysis:**

- Ms. Jackson provided a legal analysis of policy DGBA(LOCAL), accompanied by considerations.

Grievance Hearing Processes:

- Two alternative processes for hearing grievances were presented.
- Suggested revisions to policies DGBA(LOCAL), FNG(LOCAL), and GF(LOCAL) were discussed.

To allow the committee more time for an in-depth study of the alternative grievance hearing processes, it was decided that the committee's next meeting would take place in September.

Racial Equity Committee Meeting Report

The Racial Equity Committee gathered on September 7, 2023, at 5:30 p.m. Trustees Phillips and Bridges attended the meeting, along with an extensive group of FWISD staff and community members, including:

Dr. Angelica Ramsey, Deputy Superintendent Karen Molinar, Interim Chief of Talent Management Woodrow Bailey, Associate Superintendents Dr. Tamekia Brown and Dr. Gracie Guerrero, Executive Director of Strategic Recruitment Dr. Hall, Executive Director of Leading and Learning Dr. Dorene Benavidez, Executive Director of Student & Family Experience Marta Plata, Director of Board Policy Dr. Amanda Coleman, Director of Data Analysis and Reporting Dr. Chad Davis, Family Action Center Director Dr. Carlos Walker, Equity Specialists Samantha Covington, Assistant Principal Eric Poullard and Porshé Nickerson, Student Success Coach Johanah Okweni, and community members Dr. Sue Anderson, Rickie Clark, Wanda McKinney, Christene Moss, and Bill West.

The meeting commenced with a welcoming address from Trustee Phillips, who then initiated introductions. Dr. Hall presented a staff presentation titled, "Talent Management: A Review of Demographic Characteristics." This presentation delved into FWISD student and staff demographics, introducing strategic recruitment goals and strategies for the 2023-2024 school year.

Key Highlights:

Racial Equity Committee's Focus:

- Trustee Phillips outlined the committee's primary focus and the schedule for future meetings.
- Subcommittees were tasked with developing two to three goals during their October 5th meeting.
- Expectations included sharing these goals and subcommittee updates at the November all-committee meeting.

In line with the Racial Equity Committee's meeting schedule, the next meeting is scheduled for Thursday, November 2nd at 5:30 p.m. This meeting promises to continue addressing equity-related matters within FWISD.

INFORMATION SOURCES:

Dr. Angélica M. Ramsey, Superintendent
Toni Cordova, Chief of Governance and Strategic Communications
Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2
Shannon Hernandez, Executive Director of K-12 Mathenatics and Science
Diane Lopez Martinez, Executive Director of Learning and Leading Service Network #2
Dr. Mia Hall, Executive Director of Talent Management Pipeline
Kenyail Carr, Director of Mathematics
Dr. Amanda Coleman, Director of Board of Education

REPORT ONLY AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: SUPERINTENDENT UPDATE

BACKGROUND:

We have added this report in order to add a level of transparency, as well as to share additional information in a Lone Star Governance friendly format. I have several updates this month to share with our Board and community.

STRATEGIC GOALS:

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

District/Community Events

Since our previous board meeting, several significant events have taken place:

1. **Fort Worth Rotary Club:** I had the privilege of addressing over two hundred members of the Fort Worth Rotary Club, where I shared the State of FWISD.
2. **Criminal Justice Program Event:** I attended an event for high school students participating in the Criminal Justice Program, held in collaboration with the Fort Worth PD.
3. **Region 11 Superintendent Advisory Council:** In early September, I participated in the first meeting of the Region 11 Superintendent Advisory Council for this school year.
4. **Chorizo Breakfast:** Alongside our four associate superintendents of Learning & Leading, I attended a Chorizo Breakfast with community leaders. During this gathering, our Associates provided an update on the progress of the Learning & Leading initiatives.
5. **Fairmount Community Library Grand Opening:** I had the pleasure of attending the grand opening of the Fairmount Community Library, a beautiful facility that will undoubtedly benefit our students and community.
6. **Panel Discussion:** I had the honor of serving on a panel for "Re-envisioning a Framework for Emergent Bilingual Students," alongside our Associate Superintendent, Dr. Gracie Guerrero.
7. **Western Hills HS Homecoming Parade:** Western Hills High School graciously invited me to serve as the grand marshal for their Homecoming Parade, a role I am truly honored to fulfill.

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

Superintendent Advisories

We recently held our first of the year meetings with various Superintendent Advisory Groups. These meetings are instrumental in fostering collaboration and gathering valuable insights from different stakeholders within our school community.

Meeting with Students: Our interaction with student advisory groups was incredibly enlightening. We heard directly from our students about their experiences, concerns, and aspirations. Their input has given us fresh perspectives on how we can continue to improve the educational experience within our district. Topics ranged from what communication tools work best to answering questions on the impact of HB 114 and ideas about the 2024-25 calendar.

Meeting with Parents: Our discussions with parent advisory groups allow us to gain a deeper understanding of the challenges and opportunities that families encounter. We discussed safety plans to meet the new related legislation. We also had a robust conversation around reset centers. An update on our strategic planning process was provided as well. All members of the Senior Leadership Team were introduced. The insights shared by parents are invaluable as we work towards strengthening our partnership with families.

Meeting with Support Staff: Our support staff plays a crucial role in the daily operations of our schools. During our meeting with support staff advisory groups, we discussed their concerns, workplace conditions, and professional development needs. We are committed to ensuring that our support staff feels valued and has the resources they need to excel in their roles.

Meeting with Community/Business Leaders: Engaging with community and business leaders is vital for establishing strong partnerships that benefit our schools and students. We discussed the new organizational structure, introduced our four associate superintendents and other senior leaders and opportunities to enhance communication. The support and expertise of these leaders are invaluable assets to our district.

Meeting with Principals: The Superintendent's Principal Advisory convened for the first time. A group of 20 principals, selected from each Trustee district, representative of elementary, middle and high schools, and including novice principals as well as experienced, joined me for a candid discussion. It was a great conversation. Every month, I will meet with them and ask for their feedback and perspective regarding new initiatives, implementation of current programs, and identification of challenges and needs.

These meetings have reinforced our commitment to transparency, collaboration, and continuous improvement within the Fort Worth ISD. We deeply appreciate the time and insights shared by our advisory groups, and we are actively working to address the priorities and concerns raised during these discussions.

As we move forward, we will continue to prioritize open communication and collaboration with our stakeholders to ensure the success and well-being of all students in our district.

INFORMATION SOURCE:

Angélica M. Ramsey, Ed.D.

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular meeting on August 22, 2023.

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 August 22, 2023, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Teaching and Learning Center, 1050 Bridgewood, 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 August 16, 2023, at 5:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 22, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 16, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 16, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

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

The following administrators were present:

Dr. Angélica Ramsey, Superintendent

Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent,
Melissa Kelly, Associate Superintendent, Service Network #1
Charles Garcia, Associate Superintendent, Service Network #2
Dr. Gracie Guerrero, Associate Superintendent, Service Network #3
Dr. Tamekia Brown, Associate Superintendent, Service Network #4
Carmen Arrieta-Candelaria, Chief Financial Officer
Dr. David Saenz, Chief of Strategic Initiative and Partnerships
(Interim), Chief Information Officer
(Interim), Chief Talent Officer
Lynda Jackson, Senior Counsel

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

President Dr. Rodriguez called the meeting to order at 5:31 p.m.

2. [PLEDGES \(OTHER\)](#)

Director of Creative Communications, John Cope, led the pledges.

3. [RECOGNITIONS \(OTHER\)](#)

3.A. [Financial Services Government Finance Officers Association and Association of School Business Officials International Certification of Achievement](#)

John Cope gave the *Financial Services Government Finance Officers Association and Association of School Business Officials International Certification of Achievement* recognition.

3.B. [Fort Worth ISD Students Advance at the State Health Occupations Students of America to Nationals](#)

John Cope gave the *Fort Worth ISD Students Advance at the State Health Occupations Students of America to Nationals* recognition.

3.C. [Fort Worth ISD Students Advanced to the Future Business Leaders of America National Leadership \(FBLA\) Conference](#)

John Cope gave the *Fort Worth ISD Students Advanced to the Future Business Leaders of America National Leadership Conference* recognition.

3.D. [Southwest High School - National Championship in Video News Production](#)

John Cope gave the *Southwest High School - National Championship in Video News Production* recognition.

3.E. [Polytechnic High School - National Championship in Ethical Dilemma - Texas Association of Future Teachers](#)

John Cope gave the *Polytechnic High School - National Championship in Ethical Dilemma - Texas Association of Future Teachers* recognition.

3.F. [Polytechnic High School - National Championship in Exploring Non-Core Teaching Texas Association of Future Teachers](#)

John Cope gave the *Polytechnic High School - National Championships in Exploring Non-Core Teaching Texas Association of Future Teachers* recognition.

3.G. [Partnership Appreciation for Businesses and Organizations that Served as Host Sites for Our Summer Vital Link Middle School Career Exploration Program](#)

John Cope gave the *Partnership Appreciation for Businesses and Organizations that Served as Host Sites for Our Summer Vital Link Middle School Career Exploration Program* recognition.

4. [REPORTS/PRESENTATIONS \(OTHER\)](#)

4.A. [Strategic Planning Process](#)

[Presenter: Dr. David Saenz, Chief of Strategic Initiatives and Partnerships](#)

4.B. [House Bill 3 Safety and Security Update Presenter: Karen Molinar, Deputy Superintendent](#)

Deputy Superintendent of Administrative Services, Karen Molinar, and Director of Law Enforcement, Cid Meadows, gave the *House Bill 3 Safety and Security Update* report.

4.C. [Elementary and Secondary School Emergency Relief \(ESSER\) III and Safe Return to In-Person Instruction and Continuity of Service Review](#)

[Presenters: Carmen Arrieta-Candelaria, Chief Financial Officer and Mirgitt Crespo, Senior Officer of Grants and Development](#)

Chief Financial Officer, Carmen Arrieta-Candelaria, and Senior Officer of Grants and Development, Mirgitt Crespo, gave the *Elementary and Secondary School Emergency Relief (EESER) III and Safe Return to In-Person Instruction and Continuity of Services Review* report.

4.C. [Elementary and Secondary School Emergency Relief \(ESSER\) III and Safe Return to In-Person Instruction and Continuity of Service Review Presenters: Carmen Arrieta-Candelaria, Chief Financial Officer and Mirgitt Crespo, Senior Officer of Grants and Development](#)

5. [SUPERINTENDENT REPORT \(OTHER\)](#)

The Board made no comments.

6. [CALL PUBLIC HEARING TO ORDER \(S and T\)](#)

President Dr. Rodriguez called the public hearing to order at 6:47 p.m.

6.A. [Public Hearing to Discuss the Proposed 2023 - 2024 Tax Rates](#)

Carmen Arrieta-Candelaria and Executive Director of Budget, Patricia Young, gave the *Proposed 2023 - 2024 Tax Rates* presentation.

6.B. [Public Comment to Discuss the Proposed 2023 - 2024 Tax Rates](#)

Speakers:

Kris Kittle

Melinda Akowski

Kenya Alu

Richard Jimmick

Annette Presley

Mike Cee

Miriam Lambert

Hollie Plemons

Joe Palmer

7. [CLOSE PUBLIC HEARING](#)

The public hearing was closed at 7:34 p.m.

8. [PUBLIC COMMENT \(S and T\)](#)

Speakers:

Kris Kittle

Casse Will

Rosemary Galviano

Dr. Layne Craig

Christine Voigt

Wanda McKinney

Aaron James

Paul Davis

Kenya Alu

Marsha West

Scott Blanco Davis

Richard Jimmik

Katherine Hagood

Reed Bliz

Mike Cee

President Dr. Rodriguez called for a recess at 8:06 p.m.

President Dr. Rodriguez called the meeting to order at 8:18 p.m.

Amanda Inay

Bob Willoughby

Marcia Simmons

Ronda Norsworthy

Carlos Turcios

Robert Vann

Hollie Plemons

John Fournace

Italia DeLaCruz

Angel Martinez

Jessica Grady

Doreen Geiger

Joe Palmer

Gregory Wesley

Mario Hernandez

Ricky Clark

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

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

9.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)

9.B.1. Executive Director of Special Projects and Strategic Communications

9.C. Security Implementation (Texas Government Code §551.076)

9.D. Real Property (Texas Government Code §551.072)

10. 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.)

10.A. Board of Education Meeting Minutes

10.A.1. July 25, 2023 - Regular Meeting Minutes

10.A.2. August 8, 2023 - Workshop Meeting Minutes

10.B. Governance and Strategic Communications, Toni Cordova, Chief

10.B.1. Approve First Reading-Revisions to Board Policy CPC(LOCAL)

 [Policy - CPC\(LOCAL\)](#)

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

10.C.1. Business and Finance - Carmen Arrieta-Candelaria, Chief Financial Officer

10.C.1. a. Approve Shared Services Agreement with Education Service Center Region 11 to Provide Equitable Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area

 [Education Service Center Region 11](#)

10.C.1. b. Approve Resolution of the Annual Review of Investment Policies and Strategies

 [Annual Review of Investment](#)

10.C.1.c. Approve Annual Kronos Hosting Software

 [Annual Kronos Hosting Software](#)

10.C.1.d. Approve Annual Maintenance Renewal for Kronos Software

 [Renewal for Kronos Software](#)

10.C.1.e. Approve Annual Cooperative Fees Report

 [Cooperative Fees Report](#)

10.C.1.f. Approve Annual Investment Report for the Period: July 1, 2022 - June 30, 2023

 [Annual Investment Report](#)

 [Investment Report](#)

10.C.1.g. Approve Quarterly Investment Report for the Period: April 1, 2023 - June 30, 2023

 [Quarterly Investment Report](#)

 [Investment Report](#)

10.C.1.h. Approve Contract Renewals for OnData Suite and Texas Student Data System for the 2023 - 2024 School Year

 [OnData Suite](#)

10.C.1.i. Approve Authorization to Negotiate a Contract for Comprehensive Technology Department Review

 [Technology Review](#)

10.C.2. Talent Management - Dr. Raúl Peña, Chief Talent Officer

10.C.2.a. Approve Affiliation Agreement Between Fort Worth Independent School District and Grand Canyon University to Provide Student Teaching Internships, Practicums, and School Observations

 [MOU Grand Canyon University](#)

10.C.2.b. Approve Substitute Teacher Temporary Services

 [Teacher Temporary Services](#)

10.C.3. Strategic Initiatives and Partnerships - Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

10.C.3. a. Approve Workforce Solutions of Tarrant County Contract with Fort Worth Independent School District Office of Adult Education for the 2023 - 2024 Adult Education Program

 [Adult Education](#)

10.C.3. b. Approve Memorandum of Understanding with Texas Christian University for the W.T. Grant Foundation Institutional Challenge Grant

 [Grant Foundation Institutional](#)

10.C.3. c. Approve Contract for Strategic Plan Facilitation

 [Strategic Plan Facilitation](#)

10.C.3. d. Approve Optional Flexible School Day Program Application for the 2023 - 2024 School Year

 [School Day Program Application](#)

10.C.4. Safety and Security - Daniel Garcia, Executive Director

10.C.4. a. Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Benbrook for School Security Services for the 2023 - 2024 School Year

 [School Security](#)

10.D. Learning and Leading

10.D.1. Service Network #2 - Charles Garcia, Associate Superintendent

10.D.1. a. Approve Purchase of Physical Education Equipment Services, Supplies, and Repairs for Middle School and High School Physical Education

 [Physical Education Equipment](#)

10.D.1. b. Approve Purchase of Software Licenses for Math Intervention and Professional Development

 [Software Licenses for Math](#)

10.D.1.c. Approve Limited License Agreement to Provide Access to the District's Learning Management System and Partner's College, Career, and Military Readiness Curriculum

 [Learning Management System](#)

10.D.1.d. Approve Renewal Agreement Addendum to the Memorandum of Understanding Between Fort Worth Independent School District and Service Provider for the Pathways in Technology Early College High School (P-TECH) Academy at Eastern Hills High School

 [Baxter Clewis Consulting](#)

10.D.1.e. Approve Amendment to the Agreement with a Service Provider to Add Health Science Technology Program Services to O.D. Wyatt High School

 [Amendment Agreement](#)

10.D.1.f. Approve Payment of Perkins Reserve Grant Competition Fees

 [Perkins Reserve Grant Competition Fees](#)

10.D.1.g. Approve Payment of Program Licensing and Network Security Fees for Science, Technology, Engineering, and Mathematics Program

 [STEM Program](#)

10.D.2. Service Network #4 - Dr. Tamekia Brown, Associate Superintendent

10.D.2.a. Approve Purchase of Software Licenses and Training for Special Education Staff

 [Special Education Staff](#)

10.D.2.b. Approve 2023 - 2024 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership

 [Con Mi Madre](#)

10.D.2.c. Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center

 [Cook Children's Medical Center](#)

10.D.2.d. Approve Contract with a Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year

 [MBK MSK](#)

 [MBK MSK](#)

10.D.2. e. Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2023 - 2024 School Year

 [JJAEP](#)

10.D.2. f. Approve Memorandum of Understanding for Children Participating in Preschool Programs

10.E. Operations, Kellie Spencer, Deputy Superintendent

10.E.1. Technology, Marlon Shears, Chief Information Officer

10.E.1. a. Approve Purchase of Equipment and Services for Fire Alarm Replacements

 [Fire Alarm Replacements](#)

10.E.1. b. Approve Portable Extinguisher and Hood Inspections

 [Extinguisher and Hood Inspections](#)

10.E.1. c. Approve Software Library for Career and Technical Education Program Including a Month Ratification

 [Software Library](#)

10.E.1. d. Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support Contract for the 2023 - 2024 School Year

 [Education Service Center, Region 11](#)

10.E.2. Operations, Carl Alfred, Senior Officer Operations

10.E.2. a. Approve Cell Service Contract, Including a Two (2) Month Ratification, for Use with Global Positioning System for District Buses and Vehicles

 [Global Positioning System](#)

10.E.2. b. Approve Purchase of Small Landscaping Equipment and Contracted Services

 [Landscaping Equipment](#)

10.E.3. Facility Planning and Rental, Mike Naughton, Executive Director

10.E.3. a. Approve Monument Sign Easement for Whitestone Heights Subdivision at 11553 Benbrook Boulevard

 [Easement for Whitestone Heights](#)

10.E.3. b. Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project

 [Burton Hill Easement](#)

10.E.4. Athletics, Kellie Spencer, Deputy Superintendent

10.E.4. a. Approve 2023 - 2024 University Interscholastic League Membership Fees

 [Interscholastic League Membership Fees](#)

10.E.4. b. Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology

 [Athletic Coaches and Student-Athletes](#)

10.E.5. Capital Improvement Program - Kellie Spencer, Deputy Superintendent

10.E.5. a. Approve Purchase of Fixtures, Furniture, and Equipment for Young Men's Leadership Academy Auditorium

 [YMLA Auditorium](#)

10.E.5. b. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Meadowbrook Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

 [Meadowbrook Middle School](#)

10.E.5. c. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Early Childhood Center at Morningside Annex Renovations in Conjunction with the 2021 Capital Improvement Program

 [Morningside Annex](#)

Kevin Lynch requested Consent Agenda Item 10.D.2.c. *Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center* be pulled for a separate vote.

Anne Darr mentioned she will rescues herself from voting from the following Consent

Agenda Items due to employment:

10.C.1.a. *Approve Shared Services Agreement with Education Service Center Region 11 to Provide Equitable Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area*

10.C.1.h. *Approve Contract Renewals for OnData Suite and Texas Student Data System for the 2023 - 2024 School Year*

10.D.2.f. *Approve Memorandum of Understanding for Children Participating in Preschool Programs*

10.E.1.d. *Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support Contract for the 2023 - 2024 School Year*

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve and Accept Consent Agenda with the exception of Consent Agenda Items:

10.E.2.b. *Approve Purchase of Small Landscaping Equipment and Contracted Services*

10.E.3.b. *Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project*

10.D.2.c. *Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center, which pulled for a separate vote.*

The motion was unanimously approved.

11. [ACTION ITEMS \(S and P\)](#)

11.A. [Item/Items Removed from Consent Agenda](#)

10.D.2. [d. Approve Contract with a Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year](#)

Motion was made by Quinton Phillips, seconded by Roxanne Martinez, to approve *Contract with a Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year.*

Before action was taken, Tobi Jackson and Kevin Lynch made comments and asked questions.

Before action was taken on this item, Kevin Lynch made a substitute motion to Table the Item Until the Board Receives Outcome Trend Goals.

Motion was made by Kevin Lynch, seconded by Dr. Michael Ryan, to approve and Table the Item Until the Board Receives Outcome Trend Goals.

The motion failed.

Yes: Tobi Jackson, Kevin Lynch, and Dr. Michael Ryan.

No: Dr. Camille Rodriguez, Quinton Phillips, Wallace Bridges, Anne Darr, Anael Luebanos, and Roxanne Martinez.

Motion was made by Quinton Phillips, seconded by Roxanne Martinez, to approve *Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year.*

Before action was taken, Dr. Michael Ryan, Anne Darr, Wallace Bridges, Roxanne Martinez, Quinton Phillips, Tobi Jackson, and Kevin Lynch made comments.

The motion was approved.

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

No: Kevin Lynch, and Dr. Michael Ryan.

11.B. [Personnel](#)

11.B.1. Executive Director of Special Projects and Strategic Communications

The personnel appointment was not addressed.

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

11.C.1. [Legal and District Records Management, Lynda Jackson, Senior Counsel](#)

11.C.1. 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.

11.C.1. 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.

11.C.1. 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.

11.C.1. 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.

11.C.1. [e. Approve Designation of the General Counsel Position as the Local Government Records Management Officer](#)

 [Designation of the General Counsel](#)

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve *Designation of the General Counsel Position as the Local Government Records Management Officer*.

The motion was unanimously approved.

11.C.1. [f. Approve Designation of Non-Business Days for Purpose of the Texas Public Information Act for the 2023 Calendar Year](#)

 [Non Business Days](#)

Motion was made by Dr. Michael Ryan, seconded by Anne Darr, to approve *Designation of Non-Business Days for Purpose of the Texas Public Information Act for the 2023 Calendar Year*.

The motion was unanimously approved.

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

11.C.2. a. Approve Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent

 [Attendance Credit](#)

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve *Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent*.

[President Dr. Camille Rodriguez read the following motion before action taken. For the 2023–2024 school year, we delegated contractual authority to obligate the school district under Texas Education Code \(TEC\) §11.1511\(c\)\(4\) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit \(Netting Chapter 48 Funding\).](#)

The motion was unanimously approved.

11.C.2. b. [Approve Resolution Fixing and Levying School District Ad Valorem Taxes](#)

 [Ordinance Adopting the Tax Rate](#)

Motion was made by Tobi Jackson, seconded by Roxanne Martinez, to approve Tobi Jackson made the motion that the *Property Tax rate be Increased by the Adoption of a Tax Rate of 1.082400, Which is Effectively a 1.52 Percent Increase in the Tax Rate*.

Before action was taken, Kevin Lynch asked questions.

Motion was made by Kevin Lynch, seconded by Dr. Michael Ryan.

Before action was taken on this item, Kevin Lynch made a substitute motion to *Reduce the Interest & Sinking (I&S) Rate by Two (2) points*.

Before action was taken on the substitute motion, Anne Darr, Kevin Lynch, Quinton Phillips, Anael Luebanos, and President Dr. Camille Rodriguez asked a questions.

The motion was approved.

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

No: Dr. Camille Rodriguez.

Motion was made by Dr. Camille Rodriguez.

[Carmen Arrieta-Candelaria read the new motion, I move that the property tax rate be adopted at an M&O rate of .7904 and an I&S rate .2720 for a total tax rate of 1.0624.](#)

Motion was made by Kevin Lynch, seconded by Anael Luebanos, to approve *Property Tax Rate be Adopted at an Maintenance and Operations (M&O) Rate of \$0.7904 and an Interest & Sinking (I&S) Rate 0.2720 for a Total Tax Rate of \$1.0624.*

The motion was approved.

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

No: Dr. Camille Rodriguez.

11.C.3. Safety and Security - Daniel Garcia, Executive Director

11.C.3. [a. Approve Resolution Declaring a Good Cause Exception for House Bill 3: Armed Security Officer Requirement](#)

 [HB3 Exception](#)

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve *Resolution Declaring a Good Cause Exception for House Bill 3: Armed Security Officer Requirement.*

The motion was unanimously approved.

11.D. Toni Cordova, Chief of Governance and Strategic Communications

11.D.1. [Approve Endorsement of Candidate for Texas Association of School Boards \(TASB\) Board of Directors, Region 11, Position C](#)

 [TASB Endorsement](#)

Motion was made by Roxanne Martinez, seconded by Tobi Jackson, to approve and *Nominate Daryl Davis II for the Texas Association of School Boards (TASB) Board of Directors, Region 11, Position C.*

The motion was approved.

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

No: Kevin Lynch.

11.E. Learning and Leading

11.E.1. Service Network #2 - Charles Garcia, Associate Superintendent

11.E.1. [a. Approve Resolution to Convene the School Health Advisory Council for the Purpose of Reviewing and Making Recommendation\(s\) on Human Sexuality Curriculum Materials](#)

 [SHAC](#)

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve *Resolution to Convene the School Health Advisory Council for the Purpose of Reviewing and Making Recommendation(s) on Human Sexuality Curriculum Materials*.

The motion was unanimously approved.

11.E.1. [b. Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement](#)

 [College Access Partnership](#)

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to approve *College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement*.

The motion was unanimously approved.

11.E.2. Service Network #4 - Dr. Tamekia Brown, Associate Superintendent

11.E.2. [a. Approve 2023 - 2024 Student Code of Conduct](#)

 [Student Code of Conduct](#)

Motion was made by Quinton Phillips, seconded by Wallace Bridges, to approve *2023 - 2024 Student Code of Conduct*.

Before action was taken on this item, Kevin Lynch asked questions.

The motion was approved.

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

No: Kevin Lynch.

11.F. Operations, Kellie Spencer, Deputy Superintendent

11.F.1. Capital Improvement Program - Kellie Spencer

11.F.1. [a. Approve Authorization to Enter into a Contract for Job Order Contracting Services \(JOC\) for the Arlington Heights High School Betterment Renovations Project in Conjunction with the 2017 Capital Improvement Program](#)

 [Arlington Heights High School](#)

Motion was made by Anael Luebanos, seconded by Quinton Phillips, to approve *Authorization to Enter into a Contract for Job Order Contracting Services (JOC) for the Arlington Heights High School Betterment Renovations Project in Conjunction with the 2017 Capital Improvement Program.*

The motion was unanimously approved.

11.G. Consider the Level III Complaint Hearing of Amie Super (Convene in Closed Session, if Necessary)

11.G.1. Presentation by Complainant and/or Representative(s)

11.G.2. Presentation by District Representative

11.G.3. Questions from Board Members

11.G.4. Board Deliberation

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

Motion was made by Anne Darr, seconded by Tobi Jackson, for the *Superintendent, or Her Designee, Coordinate any Future Plans to Transport Students to Polls to Vote as Part of an Educational Civic Lesson with the Tarrant County Elections Department.*

The motion was unanimously approved.

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

Trustees made comments.

13. ADJOURN (OTHER)

The meeting was adjourned at 12:39 a.m.

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE FIRST READING - REVISIONS TO BOARD POLICIES**
CCGB(LOCAL), CFB(LOCAL), CKE(LOCAL), CKEC(LOCAL),
CLB(LOCAL), CRF(LOCAL), CVA(LOCAL), AND CVB(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:

- CCGB(LOCAL): The Texas Economic Development Act expired on December 31, 2022, and the law is continued in effect for purposes of the limitation on appraised value.
- CFB(LOCAL): Revisions regarding the capitalization threshold are based on amended guidance from the GASB Implementation Guide regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant.
- CKE(LOCAL) and CKEC(LOCAL): No new or removed information. The current language in CKE(LOCAL) will be moved to CKEC(LOCAL).
- CLB(LOCAL): Standard-TASB version: Administrative Code rules regarding integrated pest management (IPM) were amended to include District-owned residential property among the District facilities subject to the IPM requirements.
- CRF(LOCAL), CVA(LOCAL), and CVB(LOCAL): No changes to the verbiage other than to remove reference to the superintendent's designee as Policy BJA(LOCAL) authorizes those responsibilities to other employees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

**POLICY RECOMMENDATION SUMMARY PAGE FOR
September 26, 2023 BOARD MEETING: 1st Reading**

- ● **CCGB(LOCAL)**: The Texas Economic Development Act expired on December 31, 2022, and the law is continued in effect for purposes of the limitation on appraised value.
- ● **CFB(LOCAL)**: Revisions regarding the capitalization threshold are based on amended guidance from the GASB Implementation Guide regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant.
- ● **CKE(LOCAL)** and **CKEC(LOCAL)**: No new or removed information. The current language in CKE(LOCAL) will be moved to CKEC(LOCAL).
- ● **CLB(LOCAL)**: Standard-TASB version: Administrative Code rules regarding integrated pest management (IPM) were amended to include District-owned residential property among the District facilities subject to the IPM requirements.
- ● **CRF(LOCAL)**, **CVA(LOCAL)**, and **CVB(LOCAL)**: No changes to the verbiage other than to remove reference to the superintendent's designee as Policy BJA(LOCAL) authorizes those responsibilities to other employees.

Note: The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

Texas Economic Development Act

Purpose

These provisions outline the procedures the District shall use for filing, accepting, and reviewing applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code. In addition, these provisions shall outline procedures the Board shall use for considering amendments to and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code. [See CCGB(LEGAL)]

Definitions

As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

Definitions

As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Act” shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

“Agreement” shall mean a written contract between the District and the applicant which creates, implements, and governs the terms of a limitation on the appraised value for District maintenance and operations ad valorem property tax purposes on an entity’s qualified property, that complies with Chapter 313 of the Texas Tax Code, and which is consistent with Section 313.027 of the Texas Tax Code.

“Agreement holder” shall mean an entity that has executed an agreement with the District.

“Applicant” shall mean a business entity, including an “affiliated group” that is subject to taxation under Tax Code 171.001, that applies to the District for a limitation on the appraised value of qualified property in a reinvestment zone under the Act.

“Application” shall mean a completed application for appraised value limitation on qualified property on a form adopted by the comptroller and containing all information required at 34 TAC

9.1053 together with all supporting schedules and documentation and shall include any application amendment or application supplement filed by the applicant.

“Application fee” shall mean the nonrefundable application fee to be paid to the District by an applicant, determined in accordance with this policy, to cover the District’s costs incurred in the processing and consideration of the application.

“Application amendment fee” shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 TAC 9.1055(d).

“Application review period” shall mean the period during which the Board is required to consider the application. The application review period shall begin on the day the application is filed with the District and shall expire on the 151st day after the application is filed with the District, unless the application review period is extended prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 TAC 9.1054(d).

“Application review start date” shall mean the later date of either the date on which the District issues its written notice that an applicant has submitted a completed application or the date on which the comptroller issues its written notice that an applicant has submitted a completed application.

“Appraisal district” shall mean each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

“Board” shall mean the Board of Trustees of the District.

“Comptroller” shall mean the comptroller of public accounts of the State of Texas.

“Comptroller’s rules” shall mean those rules adopted by the comptroller set forth at 34 TAC, Subchapter F.

“Deferral” shall mean a forward adjustment of the date upon which the qualifying time period, as defined by Texas Tax Code 313.021(4), begins.

“District” shall mean the Fort Worth Independent School District.

“Initial board review” shall mean the initial presentment to the District’s Board at which the Board will determine whether to consider

the application and determine whether it should be forwarded to the comptroller for the execution of the comptroller's review and certification processes. Board action to consider an application after conducting the initial review does not commit the District in any way to the ultimate approval of an agreement.

"Substantive document" shall mean a document or other information or data in electronic media that includes or transmits information or data significant to an application, the evaluation, or consideration of such an application or to the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Texas Tax Code. The meaning shall include, but not be limited to any application requesting a limitation on appraised value and any amendments or supplements; any economic impact evaluation made in connection with an application; any agreement between the applicant and the District and any subsequent amendments or assignments; any District-written finding or report filed with the comptroller as required under this subchapter; and any application requesting school tax credits under Tax Code, 313.103.

Presenting the
Application

The applicant shall file with the Superintendent three copies of each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.

Upon receipt of the application, the Superintendent shall require the applicant or its authorized representative to complete and file with the Superintendent, a fully executed vendor conflict of interest questionnaire. [Texas Ethics Commission Form CIQ.]

Applications shall be considered for final approval by the Board only after the District's receipt of the application fee established by the Board and after completion of the economic analysis and the school facilities impact analysis required by the Act.

Applications submitted without the application fee shall be held by the Superintendent until satisfactory arrangements have been made for the payment of the application fee. The Superintendent's determination of whether satisfactory arrangements have been made for the payment of the application fee shall be final.

The actual application submitted to the District shall not be considered public information until eight days before the date of the public hearing held in accordance with this policy. At that time, information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information prior to its release.

Amending an Application	An application may be amended by an applicant at any time prior to the Board's final action on the application. In the event that an amended application is filed at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 TAC 9.1055(d), or to request waiver of the job requirements at any time after submittal of the original application, the applicant must submit an application amendment fee together with the proposed amended application. The Superintendent is delegated the authority to accept an amended application prior to the comptroller's issuance of an economic impact analysis. An amendment submitted after the comptroller has issued an economic impact analysis must be approved by Board action. Upon receipt of an amended application or supplemental information, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.
Standard Application Fee	<p>The standard application fee shall be \$75,000 and shall not be refundable except:</p> <ol style="list-style-type: none">1. For large project fees after the initial tender, as set forth in this policy; or2. In the event the application is denied after an initial Board review, as defined in this policy. <p>The application fee does not include any amount charged by the comptroller's office for its economic impact study, if such a fee is charged.</p>
Large Project Application Fee	For each application for an appraised value limitation on qualified property for which the qualified investment exceeds \$500,000,000, the Board may, at its discretion, set an application fee higher than the standard application fee, if in the opinion of the Board, an analysis of the application is of such complexity that it requires a higher fee. An applicant proposing a qualified investment in excess of \$500,000,000 in value shall initially tender an application fee of \$75,000. In the event the Board sets a higher fee, the applicant shall be entitled to withdraw its application and its application fee if the applicant disagrees with the higher fee set by the Board.
Application Amendment Fee	In the event an applicant or agreement holder seeks to amend an application or an agreement at any time after the comptroller has issued a certificate on the application pursuant to 34 TAC 9.1055(d), an application amendment fee of \$25,000 shall be charged.
Processing the Application	Upon receipt of the application and the application fee, the Superintendent shall take the following actions:

1. Accept the filing of the application and send to the applicant written confirmation of receipt of the application and application fee.
2. Identify appropriate consultants to assist the Board in completing the application review process, and schedule Board action to retain such consultants.
3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Texas Local Government Code 171.002 (trustee interest in business entity or real property), Texas Local Government Code 176.003 (trustee income, gifts to trustee or superintendent); Texas Local Government Code 176.006; and House Bill 1295 (disclosure of interested parties).

If, after initial review, the Board determines to proceed with consideration of the application and the District has received the application fee, the Superintendent shall:

1. Review the application and require the applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the comptroller's rules.
2. Determine, after the initial Board review, whether the application is sufficient and direct the applicant to immediately correct deficiencies, if any.
3. File with the comptroller in the following formats copies of the application and all required schedules and documentation and proof of payment of the application fee:
 - a. One original hard copy in a three-ring binder with tabs separating each section of the documents; and
 - b. An electronically digitized copy, formatted in searchable PDF format.
4. File with the comptroller a notice certifying the application review start date, which shall include:
 - a. The date on which the application was received;
 - b. The date on which the Board decided to consider the application;
 - c. The date on which the District determined that the application was complete;
 - d. A request that the comptroller provide an economic impact evaluation; and

- e. All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 TAC 9.1054.
5. Accept on behalf of the Board any amendments or supplements submitted by the applicant and transmit copies to the comptroller.
6. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.
7. Direct the District's webmaster to create a link from the District's website to the location on the comptroller's Web site where copies of applications under the Act are posted.
8. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and the Texas Education Agency (TEA) with the analyses required by the Act and the comptroller's rules.
9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request from the applicant for an extension of the application review period.
10. In the event of a Board action to approve an extension for final action on the application, forward a notice of the extension to the comptroller, the applicant, and each applicable appraisal district within seven days.
11. Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of the agreement.
12. Upon completion of Board action, if any, on the application, ensure that all required information is transmitted to the comptroller, the applicant, and each applicable appraisal district.
13. Make reasonable inquiry when called for by the agreement and issue a certification of the date upon which commercial operations begin at the site of the project.

14. Ensure that the applicant makes all required post-approval submissions to the District and to the comptroller or any other applicable state agency within the required deadlines.
15. Ensure that the District makes timely responses to requests from the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.

Initial Board Review

If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.

As a part of conducting the initial board review, each Board member and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the applicant in accordance with the provisions of policies at BBFA.

Once the Board has accepted an application for consideration after the initial review, the Superintendent shall be expressly delegated the authority to accept on behalf of the Board and the District any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 TAC 9.1055(d).

Consulting Services

Upon retention by the Board, the District's consultants shall review the application to ensure that the application documents and any other required reports include all information required by the comptroller's rules or by 34 TAC 9.1054. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the application, development of an appropriate revenue protection agreement, and when the reports become available, the studies from the comptroller's office and TEA.

The consultants shall be paid for their services from the application fee. The consultants shall complete their analysis within sufficient time for it to be considered by the Board in its final determination on the application.

Contents of
Application
Transmittal to
Comptroller

If after the initial review, the Board has determined to proceed with consideration of the application and the District has received the application fee, the Superintendent shall forward the application to the comptroller. The Superintendent's transmittal shall include:

1. The complete application along with all required schedules and exhibits.

2. A fully executed copy of the applicant's completed conflict of interest form.
3. The date on which the application was received;
4. The date on which the Board decided to consider the application;
5. The date on which the District determined that the application was complete;
6. A request that the comptroller provide an economic impact evaluation and a certificate of the project's eligibility; and
7. All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 TAC 9.1054.

Copies to Appraisal District

Contemporaneously with filing the application and supporting materials with the comptroller, the Superintendent shall furnish a complete copy of the application and its supporting documentation to the county appraisal district with jurisdiction over the project location.

Superintendent's Duties After Completion of Initial Board Review

Once the Board has accepted an application for consideration after the initial Board review, the Superintendent, pursuant to Education Code 11.201(15), is expressly delegated the authority to act on behalf of the Board as follows:

1. Review the application, including schedules A–D and all other supporting documentation for completeness; and require the applicant, as necessary, to submit additional and/or supplementary information.
2. Accept on behalf of the Board and the District any amended, supplemental application, or any other required documentation, submitted by the applicant for the same project.
3. Determine whether the application or any amended or supplemental submissions made by applicant are sufficient and direct the applicant to immediately correct any deficiencies.
4. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application certification or economic impact study.
5. Direct the District's webmaster to create a link from the District's website to the location on the Texas comptroller's website where copies of applications under the Act are posted.

6. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and, as applicable, TEA, the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
7. Pursuant to Tax Code 313.025(b), exercise the Board's authority to consider and agree, to the extent authorized by law or regulation, to an extension of time in which to take action on the application.
8. Not later than 150 days after the application review start date, present to the Board an agreement for final approval or action upon a request from the applicant for an extension of the application review period.
9. In the event of the Superintendent's or Board's action to approve an extension for final action on the application, forward notice of the extension within seven days to the comptroller, the applicant, and each applicable appraisal district.
10. Ensure that the District and the comptroller are provided draft copies of the agreement at least 20 days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.

Final Board
Approval Required

Applications shall be considered for final approval by only after completion of the economic and the school facilities impact analyses required by the Act and after completion of all procedural steps set forth below.

Public Hearing

The Board's final determination of the application shall be made only after a public hearing at which the Superintendent, the District's consultants, the applicant, and members of the public have a reasonable opportunity to present their views on the proposed application.

The comptroller's certification shall be publicly disclosed at the public hearing.

The public hearing shall be scheduled at such a time to enable the Board to approve or disapprove an application before the 151st day after the application was filed with the District unless the Superintendent or Board has previously granted an extension of this deadline.

Board Findings of Fact	<p>Prior to final approval of an agreement, the Board shall deliberate and adopt such findings of fact regarding the application as are required by law, including but not limited to findings:</p> <ol style="list-style-type: none">1. As to each criterion listed in Tax Code 313.026;2. As to each criterion required by Tax Code 313.025(f-1), if applicable;3. That the information in the application is true and correct;4. That the applicant is eligible for the limitation on the appraised value of the entity's qualified property; and5. That making a determination granting the application is in the best interest of the District and the state.
Adoption of Agreement	<p>After considering the comptroller's certification and economic impact report, the information supplied by the District's consultants, the reports and recommendations of other state agencies, and input received at the public hearing, the Board shall consider and may adopt an agreement with the applicant, which agreement shall provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the application.</p> <p>If the comptroller has not certified the application, no action may be taken.</p> <p>Any agreement adopted by the Board under Chapter 313 of the Tax Code must disclose all consideration promised in conjunction with the application and/or the limitation agreement.</p> <p>No agreement adopted by the Board under Chapter 313 of the Tax Code may provide for supplemental payments to the District in excess of those authorized by state law.</p>
Substantive Documents	<p>Unless claimed by the applicant to be confidential, the following shall be considered to be substantive documents and defined in this policy and shall be available for public inspection:</p> <ol style="list-style-type: none">1. All sections of any application;2. Applicant's conflict of interest questionnaire;3. All reports presented to the Board by its consultants, after presentation to the Board; and4. All resolutions, findings of fact, agreements, and any other documents adopted by the Board.

	<p>All documents required by comptroller’s rules or by state law to be filed with the State of Texas shall be transmitted within seven days of adoption.</p>
<p>Applicant’s Claim of Information Confidentiality</p>	<p>At the time of submitting an application or any amendment or supplement thereto, an applicant may request that all or parts of the documents not be posted on the internet and not be otherwise publicly released. In order to make such a request, the applicant shall submit a written request that:</p> <ol style="list-style-type: none">1. Specifically lists each document or portion of a document and each entry in any form prescribed by the comptroller that the applicant contends is confidential;2. Identifies specific, detailed reasons why the applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;3. Segregates the documents that are subject to the request from the other documents not subject to the request but submitted with the application; and4. Clearly designates each document subject to the request as “confidential.”
<p>Waiver of Jobs Requirement</p>	<p>At the time of the original application, or at any other time during the course of a Chapter 313 agreement, the Board may waive the new jobs creation requirement of Section 313.021(2) (A) (iv) (b) or 313.051(b) of the Tax Code and may approve an application if the Board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility described in the application.</p> <p>If the applicant seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.</p> <p>In the event that such a request is made other than at the time of the original application, the Board shall charge an application amendment fee.</p>
<p>Enforcement Proceedings</p>	<p>In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.</p>

Not later than the 60th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its obligations under the agreement or that it has cured or undertaken to cure any such material breach.

After hearing from both sides, the Board shall make findings as to whether or not a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall cause the agreement holder to be notified in writing of the determination.

In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.

Applicant Reporting
Obligations

During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Section 313.032 of the Tax Code.

All applicants that apply after January 1, 2015, and receive a four-digit comptroller application number must also complete Form 50-825 Job Creation Compliance Report. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.

An agreement holder shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;

4. All required comptroller reports;
5. Required updates to vendor conflict of interest disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the agreement.

District Reporting
Obligations

If the comptroller requests information reasonably necessary to complete the recommendation or economic impact evaluations, the Superintendent shall provide the requested information within 20 working days from the date of the request. The Superintendent may request an extension of time, not to exceed ten working days, to provide to the comptroller the additional information.

Superintendent
Responsibilities/
Delegation

During the entire term of any agreement, the Superintendent shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the applicant. The Superintendent is authorized to delegate this function to outside consultants; however, any fees for the consultants shall be reimbursed to the District by the applicant.
2. Ensure that all required information is transmitted to the comptroller, the applicant, and each appraisal district with appraisal jurisdiction over the land upon which the project will be built.
3. Determine, as of the end of the qualifying time period, whether the applicant has made a qualifying investment in the project.
4. Verify date, reported by applicant, upon which commercial operations at the project site have commenced.
5. Ensure that the applicant makes all required post-approval submissions to the comptroller or any other state agency and the District within the required deadlines.
6. Ensure the District makes timely response to requests for data or records made by the state auditor in conducting an audit of any agreement adopted by the District.

Board's Post-
Agreement
Responsibilities

During the course of any agreement, the Board shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the applicant.
2. Promptly resolve any disputes which require Board resolution under any agreement.

3. Receive evidence to make a finding as to whether the applicant has made the required qualified investment during the qualifying time period.
4. In cases where applicant has elected to commence the tax limitation period after the commencement of commercial operations at the project site, receive evidence to make a finding as to the actual date such commercial operations commenced.
5. Ensure the District makes timely response to requests for data or records made by the state auditor in conducting an audit of any agreement adopted by the District.

Applicant's Post-Agreement Responsibilities

An applicant shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;
4. All required comptroller reports;
5. Required updates to vendor conflict of interest disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the agreement.

Access to Information

The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.

The Superintendent shall direct the District's consultant to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the basis of calculations made by the consultant on the District's behalf.

Tax Credits

Only those applicants that have submitted an application for an appraised value limitation prior to January 1, 2014, are eligible for tax credits. An applicant who meets this and all other requirements of Chapter 313 of the Tax Code and the agreement shall become eligible to receive tax credits under Chapter 313.

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

For tax year 2015, the District shall begin processing the applicant's tax credit request after the applicant has paid all ad valorem taxes due to the District as levied in each year of the qualifying time period, as defined by law.

For tax years beginning with tax year 2016 and thereafter, the Superintendent shall issue, on behalf of the District an annual Chapter 313 tax credit certificate to the District's tax collector, certifying the amount of tax credit, calculated in accordance with the provisions of Tax Code Chapter 313, Subchapter D, as that Subchapter existed on the date upon which the original agreement was approved by the Board. The Superintendent's annual Chapter 313 tax credit certificate shall include, at a minimum, the following:

1. The maximum allowable tax credit eligible to be paid on the qualified property for the applicable tax year;
2. The taxes which would have been due on the qualified property under the terms of the agreement, but before the tax credit is applied for the applicable tax year;
3. The amount of the tax credit actually earned by the applicant for the applicable tax year; and
4. The amount of taxes due to be paid by the applicant on the qualified property after application of the tax credit.

Tax Credit
Application
Requirements

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

Applicant
Information Updates

An applicant shall keep the District updated with any changes in the following information:

1. Changes of an authorized representative.

2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement.
- ~~3.~~ Copies of any assignments of the agreement and contact information for authorized representatives of any assignees.

3.

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying a stand-alone asset, such as furniture and equipment or a new building, as capital assets shall be ~~\$5,000~~\$5,000 and an expected useful life of two or more years.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

Real Property

Personal property permanently attached or affixed to real property is not considered a stand-alone asset.

Betterments, defined as an addition, change, or extraordinary improvement made to an asset to extend its useful life, shall be capitalized if the asset has a remaining economic life of at least two years and any of the following apply:

1. Betterment is an addition to real or personal property with an expected total individual value of \$5,000 or more (including design and other fees), ~~or~~;
2. Betterment is a change, or extraordinary improvement to include replacement or renovation of existing real or personal property that has an expected total cost (or value in case of donations) of \$250,000 or more (including design and other fees), ~~or~~;
3. Betterment is considered a major space renovation per Texas Administrative Code 61.1033 (at least 50 percent of the gross area of the facility's space is within the limits of the work), ~~or~~; or
4. Betterment is funded by bonds, capital lease, or other debt and has an expected total individual value of \$5,000 or more (including design and other fees).

Land Donations

Land ~~will~~shall be capitalized regardless of cost or value.

Indirect Costs

Capital assets arising from gifts or donations ~~are~~shall be recorded at their estimated fair market value at the time of receipt.

Indirect ~~cost~~costs necessary to acquire or construct and prepare a capital asset for its intended use may be capitalized in accordance with Generally Accepted Accounting Principles (GAAP).

**School Resource
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

Training

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

Integrated Pest Management Program

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

Specifications

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

Process

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal
Acceptance

The District may reject any and all proposals.

Safety Record

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

**TOPIC: APPROVE SECOND READING - REVISIONS TO BOARD POLICY
CPC(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:

- CPC(LOCAL): The designation of the General Counsel as the Records Management Officer for the State has to be done as an official action of the Board and should be reflected in policy also.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading - Revisions to Board Policy CPC(LOCAL)

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

All Schools, Departments and Stakeholders

RATIONALE:

Approval of the policy will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

**POLICY RECOMMENDATION SUMMARY PAGE FOR
September 26, 2023 BOARD MEETING: 2nd Reading**

- **CPC(LOCAL):** The designation of the General Counsel as the Records Management Officer for the State has to be done as an official action of the Board and should be reflected in policy also.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~General Counsel~~ ~~director of fiscal compliance and District records management~~ shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE PURCHASE OF EXCESS WORKERS COMPENSATION INSURANCE

BACKGROUND:

A Workers’ Compensation Excess Insurance policy is written to indemnify a self-insured employer for workers’ compensation claims exceeding a designated dollar amount. The District is a Worker’s Compensation self-insurer under Chapter 504 of the Texas Labor Code. Higginbotham, the District’s broker of record, has secured quotes for Excess Workers’ Compensation Insurance. The proposed policy period is from October 1, 2023, through October 1, 2024. Listed below is the recommended carrier/provider.

Coverage Type	Company / Provider	Coverage / Deductible	Values	Premium Cost Not to Exceed	Purchasing Mechanism
Excess Workers’ Compensation	Safety National Casualty Insurance	\$2,000,000 retention per occurrence \$2,000,000 aggregate	Payroll: \$703,111,535	\$249,605	Bid Summary / Evaluation (Higginbotham)

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Excess Workers’ Compensation Insurance
2. Decline to Approve Purchase of Excess Workers’ Compensation Insurance
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Excess Workers’ Compensation Insurance

FUNDING SOURCE: *Additional Details*

Internal Service Fund 753-41-6429-001-750-99-438-000000

COST:

\$249,605

VENDOR:

Higginbotham

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-019

Number of Bid/Proposals received: 5

HUB Firms: 0*

Compliant Bids: 5

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:

Solicitation - Bid Summary / Evaluation

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

District - Wide

RATIONALE:

The purchase of Excess Workers' Compensation Insurance will provide a stop gap loss protection for the District in the event of a significant loss, as well as appropriate defense when claims are made.

INFORMATION SOURCE:

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

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RENEWAL PURCHASE OF A STUDENT RE-ENGAGEMENT PROGRAM**

BACKGROUND:

This is a renewal of an existing contract. High schools have continued to work to bring back students who have dropped-out from their studies. Systems have also been put in place to increase the number of students graduating from high school.

Fort Worth ISD (FWISD) offers two (2) options for students to return to school:

- 1) Students can return to their home campus and be enrolled in traditional classes while earning credit through Edgenuity;
- 2) Students may attend the Success High School Recovery Program.

FWISD sought out a partner that could add a third (3rd) option while meeting the following stipulations:

1. Support the students and families with information that would allow the students to select a path (in the order listed) that best supports their life situations. Those options include:
 - a. Join a FWISD comprehensive campus;
 - b. Join FWISD's Success High School;
 - c. Join a fully virtual high school that would allow them to complete their diploma.
2. Implement and manage a fully virtual dropout recovery option that would include various academic and non-academic supports to aid the students in completing their diploma.
3. The virtual program should offer all courses required for a Texas high school diploma in addition to robust career pathway options that lead to high wage/high need certifications.
4. Provide support to ensure students transition into one (1) of the three (3) options mentioned above and have successfully completed their selected option.
5. Able to work with FWISD in branding this effort to ensure students return to school and not only complete their diploma, but receive support in exploring post-secondary and/or career options.
6. Use available state funding to create a self-sustaining program in which our partner is compensated based on the successful completion of courses towards graduation.

The proposed partnership with the recovery program meets all of these requirements and will allow the Department to continue a fully online option for students desiring to complete their high school diploma within a flexible schedule that meets their life needs. This option is self-funded as the District receives funding to cover the cost for students that have entered and are successful in the program. This program is entering its 3rd year and has helped graduate 62 students that had dropped out within the last six (6) years.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal Purchase of a Student Re-Engagement Program
2. Decline to Approve Renewal Purchase of a Student Re-Engagement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal Purchase of a Student Re-Engagement Program

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6291-001-XXX-26-417-000000

COST:

Not-to-Exceed - \$400,000

VENDOR:

Graduation Alliance

PURCHASING MECHANISM:

Bid Statistics

Bid Number: 21-090

No. of Bid/Proposals received: 4

HUB firms: 0

Compliant bids: 1

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Amon Carter-Riverside High School	Arlington Heights High School	South Hills High School
Diamond Hill-Jarvis High School	Paul Laurence 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	International Newcomer Academy	Benbrook Middle/High School
TCC South – Fort Worth ISD Collegiate	I.M. Terrell Academy for STEM and VP	

RATIONALE:

The passing of House Bill (HB) 3706 in the 85th Texas Legislature allows school districts to offer a fully funded, online option for dropped-out students. This would allow the Department to offer a flexible third (3rd) option for students that need flexibility in their schedule and earn their high school diploma.

The recovery program has spent the last decade and a half dedicated to tackling the dropout epidemic in the U.S. The program has partnered with states and districts nationwide to serve students. The service provider does this in a cost neutral manner by leveraging state funds and creating district centered programs. Furthermore, they have partnered with more than 250 state agencies, school districts, community colleges and workforce boards around the country to find, engage, recruit, reenroll, educate and mentor drop out and missing students to complete their graduation requirements with their current school district.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic and Initiative Partnerships

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND AVANCE TO PROVIDE PARENT-CHILD EDUCATION CLASSES**

BACKGROUND:

This Memorandum of Understanding with AVANCE will provide early learning classes at three (3) elementary schools. The program will focus on Parent-Child Education (PCEP) classes for parents with children from zero (0) to four (4) years old. This initiative is focused on increasing school readiness goals, social and emotional development, language and literacy, cognitive, perceptual, motor and physical development. The three (3) campuses have dedicated a space for parent classes and early learner classes that fostered support for parents and incoming students and assisted with transitioning into the school setting. Fort Worth ISD and AVANCE mutually support continuing this partnership at all three (3) schools. Participation is voluntary with no out-of-pocket-expense to the families and students.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and AVANCE to Provide Parent-Child Education Classes
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and AVANCE to Provide Parent-Child Education Classes
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with AVANCE to Provide Parent-Child Education Classes

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

AVANCE

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Not Applicable

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

T. A Sims Elementary
Oakhurst Elementary School
Glenn Park Elementary School
Parent Partnerships

RATIONALE:

This agreement will allow campuses to host parent-child education classes and provide more effective methods of support for future Fort Worth ISD students and families that will lead to early academic achievement. The goal is to increase school readiness for incoming students and increase positive collaboration between parents, students and school staff on the campus.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic and Initiatives Partnerships



**MEMORANDUM OF UNDERSTANDING
WITH
Fort Worth Independent School District**

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU) is to establish the roles and responsibilities in the partnership between AVANCE Dallas Inc. (AVANCE) 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, (FORT WORTH-ISD). The intent of this partnership is to ensure that parents of young children ages 0-4 years, that reside in the FORT WORTH-ISD, have access to culturally responsive parenting education and early childhood education that promotes parent engagement and school readiness. This agreement shall be for the period of October 2, 2023, through May 31, 2024.

WITNESSETH:

WHEREAS, AVANCE is a nationally recognized non-profit that has operated since 1973 as a parent and early childhood education program creating pathways to economic mobility for predominantly Latino families through high quality, culturally responsive, two-generation programming that ensures school-readiness for young children and opportunities for parents to build social and economic capital in the United States but primarily in Texas;

WHEREAS, Fort Worth ISD is a public school district offering pre-kindergarten through twelfth-grade education to approximately 74,326 students and their families in Fort Worth. FORT WORTH-ISD aims to connect all students with innovative instruction, outstanding facilities, technology skills, and social-emotional support while prioritizing health and safety for all from early childhood through their chosen careers;

WHEREAS, AVANCE and FORT WORTH-ISD will partner to provide holistic wraparound services for parents with children ages 0-4 years in the city of Fort Worth to ensure that parents are empowered, engaged, and prepared to participate in their child's education even before they enter the public education system. AVANCE will provide the Parent-Child Education Program to parents with young children in the district and FORT WORTH-ISD will support implementation by providing in-kind space on three elementary campuses: TA Sims Elementary School, Oakhurst Elementary School, and Glen Park Elementary School.

NOW, THEREFORE:

Each party of this MOU will commit to the following:

AVANCE commits to provide the following:

- Implement all components of the evidence-based Parent-Child Education Program (PCEP) to 75 parents with children ages 0-4 years in the FORT WORTH-ISD. Components of PCEP include:

Parenting Education

Parenting education is delivered by a trained staff person utilizing AVANCE's comprehensive, bilingual parenting curriculum. The purpose of the curriculum is to teach parents how to become

their child's first teacher and ensure the well-being of their children through mastery of various topics. Engaging and interactive lessons are delivered in a group setting to provide parents with opportunities to learn together and from one another.

Toy Making

One of the most unique components of PCEP is toy making. Trained staff guides parents through the process of creating educational toys from typical household materials. Toy making gives parents tools for educational play with their children, which increases service and return, brain development, language acquisition, hand-eye coordination, visual discrimination, and auditory discrimination. Each toy is accompanied by a Possibility Sheet, a guide with options for how to utilize the toy. Parents make and practice using the toys together, allowing them to develop additional skills (i.e., sewing) while also increasing confidence, communication skills, and connection.

Community Engagement and Advocacy

During the community engagement and advocacy hour of PCEP, parents are offered opportunities to develop a network of support between each other and within the community. Resource connection can take various forms, including information about the availability of community services and resources (including eligibility requirements), as well as community speakers invited to share details about their support services. In all instances, parents can share experiences and needs and receive support from each other and staff. This component can be satisfied with Head Start's required family engagement meetings.

High-Quality Early Childhood Education

While parents attend PCEP learning sessions, their children receive high-quality early childhood education using an evidence-based early childhood education curriculum that aligns with state early childhood education standards and is implemented according to the Early Childhood Education scope and sequence provided by AVANCE.

Home Visits

AVANCE supports parents to put into practice the new parenting behaviors learned in the classroom through observation of parent-child interactions in the home. Local staff implements monthly home visits once a relationship is established with the family. In some cases, however, the home may not be conducive to a home visit. The alternative is to meet in another location or have a video call with the family so the educator can observe the parent-child interactions and provide appropriate support. These home visits would be in addition to the Head Start required visits.

- Provide age-appropriate furniture and equipment for early childhood classrooms.
- Facilitate quarterly collaborative planning, feedback, and monitoring meetings with FORT WORTH-ISD staff.
- Provide FORT WORTH-ISD with an annual report on the impact of the program.

FORT WORTH-ISD commits to provide the following:

- Provide AVANCE staff with access to dedicated space to implement the PCEP at TA Sims Elementary School, Oakhurst Elementary School, and Glen Park Elementary School. If possible, said space/rooms to be equipped with furnishings and technology (such as projector, screen, etc.) to support programmatic, partnership usage.
- Provide daily custodial support to maintain the identified classrooms.
- Cover the cost of gas and electrical utilities for the identified classrooms.
- Provide AVANCE staff with full access to FORT WORTH-ISD internet.
- Participate in quarterly collaborative planning, feedback, and monitoring meetings with AVANCE staff.
- Support recruitment of parents to participate in PCEP.
- Assign a dedicated staff person to be AVANCE's point of contact.

Terms of Agreement

1. Term

This Agreement shall have an initial term from October 2, 2023, through May 31, 2024. Unless a party terminates the Agreement as provided below. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AVANCE and FORT WORTH-ISD other than that of independent parties cooperating with each other in a partnership solely for the purpose to further the provisions of this Agreement.

Neither of the parties hereto, nor any of their respective officers, directors, or employees, shall be construed to be the agent, employee, or representative of the other, and neither party is authorized to represent the other for any purpose whatsoever without the prior consent of the other.

This agreement may be terminated by either Party with 90-day written notice.

AVANCE and FORT WORTH-ISD will ensure personnel will comply with any policy and systems in place between both entities. This includes, but is not limited to the following:

1. Drug and Smoke Free-No drugs, alcohol, and/ or smoking are allowed at any time in any buildings and/or grounds on AVANCE or FORT WORTH-ISD property.
2. Anti-Discrimination-It is the policy of both AVANCE and FORT WORTH-ISD that each shall respect and promote the unique identity of each employee, child, and family, and refrain from stereotyping based on race, color, creed, religion, gender, gender identity, or expression, age, sexual orientation, genetic information, national origin, disability, veteran status, or any other characteristic protected by state, federal, or local law.
3. Conflict of Interest- AVANCE and FORT WORTH-ISD shall abide by and be subject to all applicable policies, regulations, statutes, or other laws regarding the conflict of interest of each organization. Neither party will pay any commission, fee, or rebate to an employee of the other party with any gift or entertainment of significant value. FORT WORTH-ISD affirms that to the best of its knowledge, no such conflict presently exists and agrees to alert AVANCE's Human Resources Department in writing when a potential conflict does arise.

2. Violation of Agreement

At any time, if either party fails to comply with the outlined activities and terms of this Agreement, the Executive Director/CEO and Board of Directors of the respective parties shall be notified in writing. The email shall include a summary of the violation including reference to the section in the MOU in which the violation is related to. A nonbinding mediation period will then commence where each party will be given the opportunity to provide an explanation for the non-compliance. After the nonbinding mediation, each party will be given an opportunity to draft a corrective action plan and will be given at least 6 months to come into compliance with this agreement. This process will be managed by the Board of Directors of the respective parties.

3. Hold Harmless/Indemnity

TO THE EXTENT ALLOWED BY LAW AND WITHOUT WAIVER OF ANY IMMUNITY OR DEFENSE, EACH PARTY TO THIS MOU AGREES TO INDEMNIFY AND HOLD HARMLESS TO THE GREATEST EXTENT ALLOWED BY LAW THE OTHER FOR AND FROM ANY CLAIMS, CAUSES OF ACTION, OR ANY OTHER PROCEEDING OF ANY TYPE OR KIND THAT IS MADE AGAINST THE OTHER WHERE SUCH CLAIM, CAUSE OF ACTION OR OTHER PROCEEDING ARISES FROM THE CONDUCT, ACT, OMISSION, OR COMMISSION BY THE OTHER PARTY.

4. Entire Agreement

This Agreement sets forth the entire agreement between AVANCE and the FORT WORTH-ISD with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. No modification, or waiver, of any right under this Agreement will be effective unless it is evidenced in writing and executed by an authorized representative of AVANCE and the FORT WORTH-ISD.

5. Understanding, Fair Construction.

By execution of this Agreement, AVANCE and the FORT WORTH-ISD acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although, drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

6. Assignment.

Neither AVANCE nor FORT WORTH-ISD may assign this Agreement without the prior written consent of the other parties.

7. Notice.

Any notice required to be given hereunder shall be in writing and delivered to the address and titles set forth below by email, certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided hereunder may be changed at any time on prior written notice.

AVANCE:

Ana Lorena Carrasco, Regional Director

2060 Singleton Blvd, Suite 103
Dallas, TX - 75212

Fort Worth ISD:

Zenobia Hood, Director of Parent Partnerships
215 NE 14th Street, Suite 213
Fort Worth, Texas 76164

Acceptance of this agreement is by the authorized individuals below:

AVANCE Dallas Inc.
by: Ana Lorena Carrasco
Name: Ana Lorena Carrasco
Date: 8/25/2023

Fort Worth Independent School District
by: Zenobia Hood
Name: Zenobia Hood
Date: 08/28/2023

Signed: _____ Date _____
Dr. Camille Rodriguez Board President

Signed: _____ Date _____
Dr. Angélica M. Ramsey Superintendent of Schools

Signed: [Signature] 9/1/2023
Legal Counsel for District Date

[Signature]
[Signature]

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: APPROVE AGREEMENT WITH THE JORDAN ELIZABETH HARRIS FOUNDATION

BACKGROUND:

The Jordan Elizabeth Harris Foundation provides suicide prevention training and education for children and adults, as well as depression research funding. All services are 100% donor funded. The foundation partners with the Hope Squad program. The Hope Squad program was built by educators in partnership with mental health experts. The evidence-based training changes how schools' approach mental health and suicide prevention. Hope Squad is a peer-to-peer suicide prevention program. Hope Squad members are nominated by their classmates as trustworthy peers and trained by advisors. The program reduces youth suicide through education, training, and peer intervention.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Agreement with the Jordan Elizabeth Harris Foundation
2. Decline to Approve Agreement with the Jordan Elizabeth Harris Foundation
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Agreement with the Jordan Elizabeth Harris Foundation

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDORS:

Jordan Elizabeth Harris Foundation
Hope Squad, LLC

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Cesar Chavez Elementary School
M.H. Moore Elementary School
Helbing Elementary School
Diamond-Hill Elementary School
Meacham Middle School
Riverside Middle School
Leonard Middle School

RATIONALE:

Suicide is a major public health problem that has a broad impact across campuses and is one of the leading causes of deaths for adolescents. School-based education interventions are effective in preventing suicidal ideation and suicide attempts. The aim of this program is to prevent suicide through awareness and education, reduce stigma and serve as a resource for those touched by suicide. The aftermath of a suicide can make it difficult for the school to return to its primary function of educating students and can also increase the risk of prolonged stress responses and even suicide contagion. Approval would allow students and campuses to have increased suicide prevention, education and postvention.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic and Initiatives Partnerships



HOPE SQUAD IMPLEMENTATION AGREEMENT

THIS HOPE SQUAD IMPLEMENTATION AGREEMENT (hereinafter referred to as the “Agreement”) dated as of July 18, 2023, is by and between each of the campuses listed in Exhibit B herein of 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, (“School”), and The Jordan Elizabeth Harris Foundation, a Texas non-profit corporation (“Company”). School and Company may be collectively referred to as the “Parties” or individually as a “Party.” In consideration of the mutual covenants herein contained and other good and valuable consideration, recognized by the parties hereto, Company and School agree as follows:

1. Services and Term.

1.1 Services. Company hereby engages to provide the support detailed on the Statement of Services, hereby attached as Exhibit A (hereinafter referred to as “Services”) to School, contingent on School:

- 1.1.1 Completing the Pre and Post surveys that are sent at the beginning and end of each school year by Hope Squad National; AND
- 1.1.2 All referrals (both Hope Squad AND non-Hope Squad) being reported to the Hope Squad research team via the form provided by the Hope Squad research team. A referral is defined as “any student who comes to the school’s counseling center for reason of non-suicidal self-injury, suicidal thoughts, or suicidal behaviors. No names are recorded.”

1.2 Contact Person. School shall designate one primary individual to be responsible for communication with Company regarding the Services, and otherwise representing School in business dealings with Company. The initial contact person as well as School’s contact information is as set forth on the signature page hereto. Company, at its sole and absolute discretion, shall have the right at any time to ask School to designate another person acceptable to Company to serve as School’s primary contact person for Company.

1.3 Term. Subject to Sections 1.4 and 6.6 of this Agreement, the term of this Agreement shall commence upon the date set forth in Exhibit A and shall remain in effect for the duration of that time, at which point it shall terminate. This Agreement may be extended or terminated in advance of the end of the term by a written document signed by both Parties. If the

term is extended, unless agreed upon otherwise, School shall be responsible for an annual fee charged by Hope Squad, LLC, which is currently \$550 per year, and which is subject to change.

1.4 **Termination.** Either Party has the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events.

- (a) a breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement; or
- (b) a Force Majeure Event that continues for a period of thirty (30) days, or
- (c) for any or no reason, upon sixty (60) days' written notice to the other party.

2. **Force Majeure.** Neither Party will be liable to the other for any loss, damage, or default occasioned by strike, civil disorder, governmental decree, or regulation, acts of God, or another force majeure (collectively, a "Force Majeure Event"). Upon conclusion of a Force Major Event, each Party will use commercially reasonable means to recommence full performance of our obligations under the Agreement.

4. **Curriculum Cost.** Company agrees to pay the total program costs directly to Hope Squad, LLC during the term of this Agreement, except for the annual fee payable to Hope Squad, LLC if this Agreement is extended as referred to in Section 1.3.

5. **Publicity.** Provided that School fulfills its obligations hereunder in a satisfactory manner, School may only use Company's name with written permission (but not the names of Company's clients, partners, or affiliates unless otherwise specifically approved in writing by such Company clients, partners, or affiliates) and describe the Services in School's self-promotional materials. Such Services description shall be subject to the prior written approval of Company. Company may also describe School's services for Company in press releases and promotional materials with written permission of School.

6. **Miscellaneous.**

6.1 **Assignment.** This Agreement shall not be assigned by either Party in any way without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void.

6.2 **Amendments.** This Agreement may be amended by mutual written agreement signed by both Parties at any time prior to termination. Such amendments may be requested by either Party and must be in writing.

6.3 **Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of Texas without regard to its rules regarding conflict of laws. Venue shall be in Tarrant County, Texas.

6.4 Sophisticated Parties. Each Party to this Agreement represents and acknowledges that it is capable of understanding all of the terms of this Agreement and has had an opportunity to review this Agreement with its counsel, and that it enters into this Agreement with full knowledge of the terms of the Agreement.

6.5 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

6.6 Dispute Resolution. In the event of any dispute, claim, controversy, or disagreement relating to, arising out of, or in connection with this Agreement or the subject matter of this Agreement (each, a "Dispute"), the parties hereto shall first attempt to settle such Dispute through friendly consultation. If such Dispute cannot be satisfactorily resolved by the parties themselves through friendly consultation within a period of ten (10) days after either party provides notice to the other of the Dispute, the non-breaching party shall have the right to terminate this Agreement.

6.7 School and Company Relationship. School's relationship to Company is that of an independent contractor, and neither Party is an agent, partner, or joint venturer of the other. No debts or obligations shall be incurred by either party in the other Party's name or on its behalf, and neither party shall be responsible nor liable for the debts and obligations of the other Party. Neither Party shall have the right to bind or obligate the other Party with respect to any matter. School is not an employee of Company, nor are any of School's employees or contract personnel employees of Company. School shall have the right to perform services for others and the sole right to control and direct the means, methods, and manner by which the Services required hereunder will be performed, consistent with the terms of this Agreement. School shall not be entitled to any fringe benefits, including health insurance, benefits, paid vacation, or other employee benefits provided by Company to its employees.

6.8 Notice. As used herein, the term "Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Texas are not open for business. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery, as confirmed by electronic answerback (if notice is delivered by facsimile transmission), (iii) on the 1st Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service with overnight service requested), or (iv) on the 3rd Business Day following mailing from within the United States by first class United States mail, postage prepaid, registered mail return receipt requested (if notice is given in such manner), and in any case addressed to the respective party's primary business address, or to such different address as either party may designate in writing to the other pursuant to this paragraph.

To School:

Fort Worth Independent School District
FWISD Administration Building
100 N. University Drive
Fort Worth, Texas 76112
Attention: David Saenz, Ed.D.
Chief of Strategic Initiatives & Partnerships
Telephone No. 817.814.1511
Email: david.saenz@fwisd.org

To Company

The Jordan Elizabeth Harris Foundation
2830 S. Hulen Street, #139
Fort Worth, TX 76109
Attention: David Umanzor
Telephone No. 682-207-5250
Email david.umanzor@jehfoundationfw.org

6.9 Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

6.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the matters covered hereby.

6.11 Counterparts. This Agreement may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The exchange of copies of this Agreement and of the signature pages thereof by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Funding Lender, the Fiscal Agent and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

THE JORDAN ELIZEBETH HARRIS FOUNDATION

By: 
Name: Matthew Vereekee
Title: Chief Exeective Officer

SCHOOL REPRESENTATIVES

By: _____
Name: Angélica M. Ramsey, Ed.D.
Title: Superintendent of Schools
Fort Worth Independent School District

By: 
Name: David Saenz, Ed.D.
Title: Chief, Strategic Initiatives & Partnerships
Fort Worth Independent School District

Signed: _____
Dr. Camille Rodriguez
Board President

Signed: 
Legal Counsel for District

EXHIBIT A

Statement of Services

This exhibit incorporates by reference the terms and conditions of the foregoing School Agreement between the parties.

1. **Term.**
 - a. Hope Squad year 1: 2023-24
 - b. Hope Squad year 2: 2024-25
 - c. Hope Squad year 3: 2025-26

2. **Services.** Company will provide School with the following services:
 - QPR Training and Certification costs for one (1) advisor from each campus on year 1.
 - Date and location of training TBD.
 - Certified Lead Advisor Training for one (1) advisor from each campus on year 1.
 - Date and location of training TBD.
 - Curriculum cost: Elementary School Curriculum cost is \$2,940. Such cost will be covered by Company for the 2023-2024, 2024-2025, and 2025-2026 school years.
 - Hope Week supplies as determined by Company once per year.
 - Hope Squad branded t-shirts provided for Hope Squad members and advisors once per year.
 - Ongoing program support.
 - There are no costs to the District during the term of the Agreement.

3. **School Hope Squad Checklist.** School will complete each step on the Hope Squad Program Checklist, provided separately by Hope Squad, LLC.

EXHIBIT B

List of Schools

Chavez Elementary School
M.H. Moore Elementary School
Helbing Elementary School
Diamond Hill Elementary School
Meacham Middle School
Leonard Middle School

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE OPEN DOOR LOCKDOWN ALERT**

BACKGROUND:

The Texas Education Agency released new school Safety Standards in the wake of the Uvalde Shooting, codified in 19 TEC.1031. Requirements in the new school safety rules concerned integration of the school’s doors with the emergency alert systems. This project monitors and alerts if an access control door is not locked during a lockdown or secure alert. Immediate notification is made so school personnel can secure the door preserving the safety of our students and staff. This function is integrated with current systems in place at each school improving functionality and security.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Open Door Lockdown Alert
2. Decline to Approve Open Door Lockdown Alert
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Open Door Lockdown Alert

FUNDING SOURCE: **Additional Details**

Special Revenue 429-52-6299-09G-999-99-390-000000-23S08

COST:

\$147,000
(2022 - 2025 Safety Standards Formula Grant)

VENDOR:

Digi Security Systems

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 23-134

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

RFP #23-134 Emergency Communication/Open Door Lockdown Alert

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

Safety and Security Department

RATIONALE:

This is a software integration of the Avigilon access control doors with the emergency notification system. The system allows immediate notification to the school office and the Safety and Security Department if an access-controlled door at the school is not secured during a lockdown or secure emergency. Staff can immediately rectify the security threat posed by an unsecured door.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services

Project Services - 23-134 Emergency Communication/Open Door Lockdown Alert
 - District Provided Onsite Personnel for Testing

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
Project Management, System Programming for 23-134 Emergency Communication/Open Door Lockdown Alert (District Provided Onsite Personnel for Testing)	\$140.00	\$42.00	\$98.00	1500	\$147,000.00

Subtotal: \$147,000.00

FWISD District Wide All Campuses - 23-134 Emergency Communication/Open Door Lockdown Alert (DIGI & FWISD)



Prepared by:
Digi Security Systems - Corporate

Josh Herron
 918-864-1861
 Josh@digiss.com

Prepared for:
Fort Worth Independent School District

100 N. University
 Fort Worth, TX 76107
 Kevin Bentley
 (817) 909-8949
 kevin.bentley@fwisd.org

Quote Information:
Quote #: 011359

Version: 1
 Delivery Date: 07/22/2023
 Expiration Date: 10/20/2023

Quote Summary

Description	Amount
Project Services - 23-134 Emergency Communication/Open Door Lockdown Alert - District Provided Onsite Personnel for Testing	\$147,000.00

Total: \$147,000.00

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. This proposal is valid for 30 days. Conduit, back boxes and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. Any and all painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal. Any cancellation or returns may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible.

Digi Security Systems - Corporate

Fort Worth Independent School District

Signature: _____
 Name: Joshua Herron
 Title: President
 Date: 07/22/2023

Signature: _____
 Name: Kevin Bentley
 Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

**TOPIC: APPROVE EMERGENCY COMMUNICATION/INFORMACAST
INTEGRATION WITH LEGACY PUBLIC ADDRESS SYSTEMS**

BACKGROUND:

This is for the purchase of goods and services to integrate the District’s Emergency Mass Communication System (Informacast) and the analog legacy public address (PA) Systems. This provides consistent and rapid emergency notification messaging at each school improving functionality and security.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Emergency Communication/Informacast Integration with Legacy Public Address Systems
2. Decline to Approve Emergency Communication/Informacast Integration with Legacy Public Address Systems
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Emergency Communication/Informacast Integration with Legacy Public Address Systems

FUNDING SOURCE: Additional Details

Special Revenue	429-52-6299-09G-999-99-390-000000-23S08.....\$264,600
	429-52-6399-09G-999-99-390-000000-23S08.....\$148,500

COST:

Not-to-Exceed - \$417,016.67
(2022 - 2025 Safety Standards Formula Grant)

VENDOR:

Digi Security Systems

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 23-132

Number of Bid/Proposals received: 3

HUB Firms: 2

Compliant Bids: 3

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:

Solicitation - Bid Summary / Evaluation

RFP #23-132 Legacy PA Systems

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

Safety and Security

RATIONALE:

This is an upgrade to the legacy public address (PA) systems in many schools with the digital Informacast (Emergency Communications) System. The project involves analog to digital adapters for the older PA systems and programming of the devices.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services



Equipment - 135 Sites FWISD - RFP 23-132

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
DSS- PRO- MAT Per Intercom Head End for Proper Tie-In: Network Cabling Drop, Audio Cable to ALL -CALL Input, Connectors for Network & Audio Tie-In and AGLO 8301 AC Unit	\$1,450.00	\$350.00	\$1,100.00	135	\$148,500.00

Subtotal: \$148,500.00

Project Services - 135 Sites FWISD - RFP 23-132

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
LICENSED SENIOR TECHNICIANS (RFP 23-132 DISCOUNTED RATE) 135 SITES	\$140.00	\$42.00	\$98.00	2700	\$264,600.00

Subtotal: \$264,600.00

Warranty/Maintenance Agreements

Description	Qty
Digi Standard 1 Year Workmanship Labor Warranty	1

FWISD - RFP 23-132 Informacast Communications to Legacy PA Systems - 135 Sites



Prepared by:
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 Josh Herron
 918-864-1861
 Josh@digiss.com

Prepared for:
Fort Worth Independent School District
 100 N. University
 Fort Worth, TX 76107
 Kevin Bentley
 (817) 909-8949
 kevin.bentley@fwisd.org

Quote Information:
Quote #: 011590
 Version: 1
 Delivery Date: 08/21/2023
 Expiration Date: 10/31/2023

Quote Summary

Description	Amount
Equipment - 135 Sites FWISD - RFP 23-132	\$148,500.00
Project Services - 135 Sites FWISD - RFP 23-132	\$264,600.00
Subtotal:	\$413,100.00
Shipping:	\$3,916.67
Total:	\$417,016.67

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. This proposal is valid for 30 days. Conduit, back boxes and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. Any and all painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal. Any cancellation or returns may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible.

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

**TOPIC: **APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED SINCE SEPTEMBER 1, 2023****

BACKGROUND:

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

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

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

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

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

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified Since September 1, 2023
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since September 1, 2023
3. Remand to Staff for Further Study

FWISD Campus Leadership

		Vacancy	Substitutes	New to the Role	
SCHOOL NUMBER	SCHOOL NAME	POSITION	FIRST NAME	LAST NAME	OFFICE NUMBER
001	Carter-Riverside HS	Principal	Victor	Alfaro	(817) 814-9010
001	Carter-Riverside HS	Assistant Principal	Stephen	Jones	(817) 814-9012
001	Carter-Riverside HS	Assistant Principal	Marron	McWilliams	(817) 814-9014
001	Carter-Riverside HS	Assistant Principal	Irma	Natoli	(817) 814-9013
002	Arlington Heights HS	Assistant Principal	Anahi	Esparza	(817) 815-1016
002	Arlington Heights HS	Assistant Principal	Stanley	Johnson	(817) 815-1012
002	Arlington Heights HS	Assistant Principal	Precious	Poullard	(817) 815-1013
002	Arlington Heights HS	Assistant Principal	Melissa	Strom	(817) 815-1015
002	Arlington Heights HS	Principal	Sarah	Weeks	(817) 815-1010
003	South Hills HS	Assistant Principal	Dale	Daniel	(817) 814-7013
003	South Hills HS	Principal	Rodrigo	Durbin	(817) 814-7010
003	South Hills HS	Assistant Principal	Leticia	Esparza	(817) 814-7018
003	South Hills HS	Assistant Principal	Jennifer	Kleiber	(817) 814-7017
003	South Hills HS	Assistant Principal	Michael	Mihalik	(817) 814-7016
004	Diamond Hill-Jarvis HS	Assistant Principal	Maria	Bustamante Blanch	(817) 815-0014
004	Diamond Hill-Jarvis HS	Principal	Guadalupe	Barreto	(817) 815-0010
004	Diamond Hill-Jarvis HS	Assistant Principal	Jose	Luna	(817) 815-0013
004	Diamond Hill-Jarvis HS	Assistant Principal	Bridget	McNamara	(817) 815-0011
005	Dunbar, Paul Laurence	Assistant Principal	Claire	Anderson	(817) 815-3014
005	Dunbar, Paul Laurence	Principal	Justin	Edwards	(817) 815-3010
005	Dunbar, Paul Laurence	Assistant Principal	Andre	Jenerson	(817) 815-3012
005	Dunbar, Paul Laurence	Assistant Principal	Artis	Royal	(817) 815-3013
006	Eastern Hills HS	Assistant Principal	Marcus	Benton	(817) 815-4011
006	Eastern Hills HS	Assistant Principal	Kimberly	Jenkins	(817) 815-4014
006	Eastern Hills HS	Assistant Principal	Latisha	Manning	(817) 815-4012
008	North Side HS	Assistant Principal	Manuel	De La Cruz	(817) 814-4000
008	North Side HS	Principal	Antonio	Martinez	(817) 814-4010
008	North Side HS	Assistant Principal	Gloria	Menchaca	(817) 814-4000
008	North Side HS	Assistant Principal	Paula	Pederson	(817) 814-4000
008	North Side HS	Assistant Principal	Anel	Saldivar	(817) 814-4000
009	Polytechnic HS	Assistant Principal	Darlene	Ford	(817) 814-0014
009	Polytechnic HS	Assistant Principal	James	Sparrow	(817) 814-0013
009	Polytechnic HS	Principal	Nick	Torrez	(817) 814-0010
009	Polytechnic HS	Assistant Principal	Summer	Vasquez	(817) 814-0011
010	Paschal, R.L. HS	Principal	Troy	Langston	(817) 814-5010
010	Paschal, R.L. HS	Assistant Principal	Jessica	Leavitt	(817) 814-5015
010	Paschal, R.L. HS	Assistant Principal	Jennifer	Pate	(817) 814-5014
010	Paschal, R.L. HS	Assistant Principal	Ben	Swanson	(817) 814-5016
010	Paschal, R.L. HS	Assistant Principal	Jacqueline	Trevino-Garcia	(817) 814-5013
010	Paschal, R.L. HS	Assistant Principal	Randy	Young	(817) 814-5012
011	Trimble Technical HS	Assistant Principal	Alicia	Sadel	(817) 815-2516
011	Trimble Technical HS	Assistant Principal	Brandon	Rogers	(817) 815-2513
011	Trimble Technical HS	Assistant Principal	Robyn	Urbani	(817) 815-2514
011	Trimble Technical HS	Assistant Principal	Deonda	Wilson	(817) 815-2515
011	Trimble Technical HS	Principal	Jose Angel	Lara	(817) 815-2510
014	Southwest HS	Assistant Principal	Shayma	Alzubi	(817) 815-1014
014	Southwest HS	Assistant Principal	Willie	Cormier	(817) 814-8013

014	Southwest HS	Principal	John	Engel	(817) 814-8010
014	Southwest HS	Assistant Princip	Lorin	Mobley	(817) 814-8014
014	Southwest HS	Assistant Princip	Paola	Rodriguez	(817) 814-8015
015	Western Hills HS	Assistant Princip	Ronald	Anderson	(817) 815-6013
015	Western Hills HS	Assistant Princip	Susan	Bowers	(817) 815-6012
015	Western Hills HS	Principal	Keri	Flores	(817) 815-6010
015	Western Hills HS	Assistant Princip	Ehrica	Martin	(817) 815-6014
016	Wyatt, O.D. HS	Assistant Princip	Eric	Poullard	(817) 815-8015
016	Wyatt, O.D. HS	Assistant Princip	Corey	Shepard	(817) 815-8014
016	Wyatt, O.D. HS	Assistant Princip	Nicola	Thomas	(817) 815-8012
019	Metro Opportunity HS	Principal	Benjamin	Leos	(817) 814-6712
019	Metro Opportunity HS	Assistant Princip	Shadawn	Shaw	(817) 814-6713
021	Success HS	Assistant Princip	Jose	Saldivar	(817) 815-2714
021	Success HS	Principal	Ingrid	Williams	(817) 815-2710
024	Detention Center	Assistant Princip	Tracy	Cass	(817) 814-2952
024	Detention Center	Principal	Mark	Cerja	(817) 814-2952
026	Jo Kelly School	Principal	Matrail	Rogers	(817) 815-5910
040	JJAEP (Pathways II)	Principal	Mark	Cerja	(817) 255-2520
042	Daggett, E.M. MS	Assistant Princip	Eian	Preston	(817) 814-5212
042	Daggett, E.M. MS	Principal	Tracy	Smith	(817) 814-5210
042	Daggett, E.M. MS	Assistant Princip	Tyretha	Smith	(817) 814-5212
043	Wedgwood 6th Grade	Principal	Cheryl	Johnson	(817) 814-8310
043	Wedgwood 6th Grade	Assistant Princip	Catherine	Williams-Ridley	(817) 814-8312
044	Elder, J.P. MS	Assistant Princip	Frances	Newton	(817) 814-4100
044	Elder, J.P. MS	Principal	David	Trimble	(817) 814-4110
044	Elder, J.P. MS	Assistant Princip	Kimberly	Young	(817) 814-4100
045	Forest Oak MS - LA	Assistant Princip	Crystelle	Carr	(817) 815-8213
045	Forest Oak MS - LA	Principal	Steven	Moore	(817) 815-8200
045	Forest Oak MS - LA	Assistant Princip	Lea	Roach	(817) 815-8212
045	Forest Oak MS - LA	Assistant Princip	Xavier	Smith	(817) 815-8200
045	Forest Oak MS - LA	Dean of Instruct	Fanny	Sancen	(817) 815-8200
045	Forest Oak MS - LA	Assistant Princip	Janae	Capshaw	(817) 815-8214
048	William James MS	Principal	Michelle	Guerra	(817) 814-0210
048	William James MS	Assistant Princip	Olawale	Rotimi	(817) 814-0213
049	Kirkpatrick MS	Principal	Jeffrey	Bartolotta	(817) 814-4210
049	Kirkpatrick MS	Assistant Princip	Marie	Boodhna	(817) 814-4213
049	Kirkpatrick MS	Assistant Princip	Shannon	Lander	(817) 814-4213
050	McLean, W.P. MS	Assistant Princip	Timothy	Nors	(817) 814-5300
050	McLean, W.P. MS	Principal	Barbara	Ozuna	(817) 814-5310
050	McLean, W.P. MS	Assistant Princip	Ashley	Zamora Sebesta	(817) 814-5300
051	Meacham, W.A. MS	Assistant Princip	Deleceia	McGee	(817) 815-0212
051	Meacham, W.A. MS	Assistant Princip	Gilbert	Escamilla	(817) 815-0200
051	Meacham, W.A. MS	Principal	Carlos	Mendoza	(817) 815-0210
052	Meadowbrook MS	Principal	Tiffany	Ross	(817) 815-4310
052	Meadowbrook MS	Assistant Princip	Carla	Sanchez	(817) 815-4300
052	Meadowbrook MS	Assistant Princip	Damon	Sumner	(817) 815-4300
053	William Monnig MS	Assistant Princip	Benjamin	Hall	(817) 815-1212
053	William Monnig MS	Principal	Jason	Oliver	(817) 815-1210
053	William Monnig MS	Assistant Princip	Erica	Ward	(817) 815-1200
054	Morningside MS	Principal	Rhonda	McGuire	(817) 815-8310
054	Morningside MS	Assistant Princip	William	Spann	(817) 815-8300
054	Morningside MS	Assistant Princip	Omar	Martinez	(817) 815-8300
055	Applied Learning	Principal	Alice	Buckley	(817) 815-5510
055	Applied Learning	Assistant Princip	Elodia	Escamilla	(817) 815-5512
056	Riverside MS	Principal	Ryan	Catala	(817) 814-9210

056	Riverside MS	Assistant Principi	Effie	Hallman	(817) 814-9212
056	Riverside MS	Assistant Principi	David	Sharp	(817) 814-9200
057	Rosemont MS	Assistant Principi	Valerie	Barron	(817) 814-7211
057	Rosemont MS	Assistant Principi	April	Beltran	(817) 814-7200
057	Rosemont MS	Principal	Xavier	Sanchez	(817) 814-7210
057	Rosemont MS	Assistant Principi	Jordan	Rodriguez	(817) 814-7200
057	Rosemont MS	Assistant Principi	Jeremy	Trettel	(817) 814-7200
058	Stripling, W.C. MS	Principal	Amy	Chrítian	(817) 815-1310
058	Stripling, W.C. MS	Assistant Principi	Brandy	Sachs	(817) 815-1313
058	Stripling, W.C. MS	Assistant Principi	Jasma	Hayes	(817) 815-1300
059	Jacquet, J. Martin MS	Principal	Channa	Barrett	(817) 815-3500
059	Jacquet, J. Martin MS	Assistant Principi	Kesha	Hill	(817) 815-3500
059	Jacquet, J. Martin MS	Assistant Principi	Jimyria	Scott (Hicks Scott)	(817) 815-3500
060	Wedgwood MS	Assistant Principi	Aaron	Levy	(817) 814-8200
060	Wedgwood MS	Assistant Principi	Sara	Woodson	(817) 814-8212
061	Leonard MS	Assistant Principi	Manuel	Alvarado	(817) 815-6214
061	Leonard MS	Principal	Knetra	Shaw	(817)815-6210
061	Leonard MS	Assistant Principi	Kalicia	Williams	(817) 815-6200
062	International Newcomer	Assistant Principi	Kimberly	Fabela	(817) 815-5600
062	International Newcomer	Principal	Angelia	Ross	(817) 815-5610
064	Forest Oak 6th Grade L	Assistant Principi	Shana	Day	(817) 815-8410
064	Forest Oak 6th Grade L	Assistant Principi	Krystle	Marberry	(817) 815-8410
064	Forest Oak 6th Grade L	Principal	Steven	Moore	(817) 815-8400
064	Forest Oak 6th Grade L	Assistant Principi	Xavier	Smith	(817) 815-8410
069	McLean 6th Grade	Principal	Karen	Brown	(817) 814-5710
069	McLean 6th Grade	Assistant Principi	Christina	McCloud	(817) 814-5712
070	Jean McClung MS	Assistant Principi	Samuel	Blocklyn	(817) 815-5312
070	Jean McClung MS	Assistant Principi	Terrance	Branch	(817) 815-5300
070	Jean McClung MS	Principal	Tremayna	Thomas	(817) 815-5310
071	Benbrook MS/HS	Assistant Principi	Phillip	Adams	(817) 815-7100
071	Benbrook MS/HS	Assistant Principi	Dexter	Dotson	(817) 815-7100
071	Benbrook MS/HS	Assistant Principi	Linda	Grubbs	(817) 815-7100
071	Benbrook MS/HS	Principal	Richard	Penland	(817) 815-7110
071	Benbrook MS/HS	Assistant Principi	Michelle	Schwalls	(817) 815-7113
081	YWLA	Assistant Principi	Laura	Bennett	(817) 815-2412
081	YWLA	Assistant Principi	Imelda	Dunlap	(817) 815-2400
082	TABS	Assistant Principi	Phillip	Anderson	(817) 515-1660
082	TABS	Principal	Jack	Henson	(817) 515-1660
083	YMLA	Assistant Principi	Diana	Garcia-Allen	(817) 815-3411
083	YMLA	Principal	Rodney	White	(817) 815-3410
084	World Languages Instit	Principal	Marie-Lise	Mosbeux	(817) 815-2210
084	World Languages Instit	Assistant Principi	Armando	Pulido	(817) 815-2212
084	World Languages Instit	Campus Coordi	Robert	Thompson	(817) 815-2200
085	Marine Creek Collegiate	Principal	Tom	Fraire	(817) 515-7784
085	Marine Creek Collegiate	Assistant Principi	Jessica	Tackett	(817) 515-7336
085	Marine Creek Collegiate	Campus Coordi	DeAnne	Young	
086	TCC South FWISD Coll	Principal	Quanda	Collins	(817) 515-4402
086	TCC South FWISD Coll	Assistant Principi	Lorena	Hufnagle	(817) 515-4241
087	VPA/STEM I.M. Terrell I	Assistant Principi	Tania	White	(817) 815-2111
087	VPA/STEM I.M. Terrell I	Principal	Baldwin (Ricky)	Brown	(817) 815-2110
087	VPA/STEM I.M. Terrell I	Post-Secondary	Timothy	Brendler	(817) 815-2100
101	Alice Carlson ES	Assistant Principi	Sheri	Coll	(817) 815-5712
101	Alice Carlson ES	Principal	Elizabeth	Kelz	(817) 815-5710
103	Benbrook ES	Principal	Samantha	Gonzalez	(817) 815-6410
103	Benbrook ES	Assistant Principi	Christian	Sanderson	(817) 815-6412

104	Boulevard Heights	Principal	Terry	Guthrie	(817) 814-6410
104	Boulevard Heights	Assistant Principal	Tiya	Major	(817) 814-6412
105	West Handley ES	Assistant Principal	Amparo	Martinez	(817) 815-5112
105	West Handley ES	Principal	Shelbi	Reed	(817) 815-5110
107	Burton Hill ES	Principal	John (Matthew)	Bradford	(817) 815-1410
107	Burton Hill ES	Assistant Principal	Juanita	White	(817) 815-1412
110	Carroll Peak ES	Principal	Leslie	Hoagland	(817) 814-0710
110	Carroll Peak ES	Assistant Principal	Paula	Silva	(817) 814-0712
111	Carter Park ES	Principal	Cassandra	McCalister	(817) 815-8610
111	Carter Park ES	Assistant Principal	Oksana	Snegirov	(817) 815-8612
114	Manuel Jara ES	Principal	Angelica	Castañeda	(817) 814-4510
114	Manuel Jara ES	Assistant Principal	Adrienne	Collins	(817) 814-4512
115	George C. Clarke ES	Principal	Brenda	Fouse	(817) 814-6100
115	George C. Clarke ES	Assistant Principal	Katy	Reed	(814) 814-6112
116	Lily B. Clayton ES	Principal	Stephanie	Hughes	(817) 814-5410
116	Lily B. Clayton ES	Assistant Principal	Eric	Montoya	(817) 814-5412
117	Como ES - LA	Principal	Shawn	Buchanan	(817) 815-6510
117	Como ES - LA	Assistant Principal	Julie	Morgan	(817) 815-6512
117	Como ES - LA	Dean of Instruction	Meagan	Pride	
118	Hazel Harvey Peace ES	Principal	Crystal	Clark	(817) 814-8810
118	Hazel Harvey Peace ES	Assistant Principal	Melonee	Harris	(817) 814-8815
119	Daggett, E.M. ES	Principal	Sara	Gillaspie Brown	(817) 814-5510
119	Daggett, E.M. ES	Assistant Principal	Jennifer	Ramirez	(817) 814-5512
120	Rufino Mendoza ES	Assistant Principal	Araceli	Espinoza	(817) 814-4712
120	Rufino Mendoza ES	Principal	Katy	Myers	(817) 814-4710
121	De Zavala ES	Assistant Principal	Michelle	Duke	(817) 814-5612
121	De Zavala ES	Principal	Marlette	Martinez	(817) 814-5610
122	Diamond Hill ES	Principal	Marlyn	Martinez	(817) 815-0410
122	Diamond Hill ES	Assistant Principal	Daisy	Sancen-Salinas	(817) 815-0412
123	S.S. Dillow ES	Principal	Nichole	Burkhardt	(817) 814-0410
123	S.S. Dillow ES	Assistant Principal	Ylana	Rhynes	(817) 814-0412
124	Maude I. Logan ES - LA	Principal	Michael	Conner	(817) 815-3710
124	Maude I. Logan ES - LA	Assistant Principal	Angela	Hall	(817) 815-3712
125	Eastern Hills ES	Assistant Principal	Charmika	May	(817) 815-4512
125	Eastern Hills ES	Principal	Whitney	Scott	(817) 815-4510
126	East Handley ES	Principal	Tiffany	Hayes	(817) 815-4410
126	East Handley ES	Assistant Principal	Joycelyn	Moore	(817) 815-4412
127	Christene C. Moss ES	Assistant Principal	Ramon	Munguia	(817) 815-3612
127	Christene C. Moss ES	Principal	Charla	Staten	(817) 815-3610
129	John T. White ES - LA	Assistant Principal	Julissa	Gomez	(817) 814-7912
129	John T. White ES - LA	Principal	Marion	Mouton	(817) 814-7910
130	Harlean Beal ES	Principal	Jodie Crystal	Courtade	(817) 815-8510
130	Harlean Beal ES	Assistant Principal	Ellen	Eilerts	(817) 815-8512
132	Glen Park ES	Assistant Principal	Andrea	Amerson	(817) 815-8812
132	Glen Park ES	Principal	Hilda	Herrera	(817) 815-8810
133	W.M. Green ES	Principal	Edra	Bailey	(817) 815-8900
133	W.M. Green ES	Assistant Principal	Veleria	Brown	(817) 815-8912
134	Greenbriar ES	Assistant Principal	Kristin	Hood	(817) 814-7412
134	Greenbriar ES	Principal	Lindsay	Staros (Guajardo)	(817) 814-7410
135	Van Zandt-Guinn ES	Assistant Principal	Joyce	Bowens Thomas	(817) 815-2012
135	Van Zandt-Guinn ES	Principal	Debora	Fuentes	(817) 815-2010
137	Hubbard Heights ES	Principal	Edgar	Gonatice	(817) 814-7510
137	Hubbard Heights ES	Assistant Principal	Felicia	Moody	(817) 814-7512
138	H.V. Helbing ES	Assistant Principal	Drew	Lowen	(817) 815-0513
138	H.V. Helbing ES	Principal	Ana	Morales	(817) 815-0510

139	Milton L. Kirkpatrick ES	Assistant Principi	Elizabeth	Alejandro	(817) 814-4612
139	Milton L. Kirkpatrick ES	Principal	Christine	Hooser-Kelley	(817) 814-4610
141	Meadowbrook ES	Principal	Suzelle	Birkmire	(817) 815-4910
141	Meadowbrook ES	Assistant Principi	Swymeala	Lampkins	(817) 815-4912
143	D. McRae ES	Assistant Principi	Traneshia	Fisher	(817) 814-0513
143	D. McRae ES	Principal	Scott	Runyan	(817) 814-0510
144	Mitchell Blvd ES - LA	Principal	Danny	Fracassi	(817) 815-9010
144	Mitchell Blvd ES - LA	Assistant Principi	Amanda	Tiede	(817) 875-9012
146	M.H. Moore ES	Principal	Ricardo	Alvarez Uzcategui	(817) 815-0610
146	M.H. Moore ES	Assistant Principi	John	Reed	(817) 815-0614
147	Morningside ES	Principal	Mariam	Kagaso	(817) 814-0610
147	Morningside ES	Assistant Principi	Nealie	Kinchion	(817) 814-0612
148	Charles E. Nash ES	Assistant Principi	Pamela	Carroll	(817) 814-9400
148	Charles E. Nash ES	Principal	Blanca	Galindo	(817) 814-9410
149	North Hi Mount ES	Assistant Principi	David	Sweeney	(817) 815-1512
149	North Hi Mount ES	Principal	Laura	Stegall Armstrong	(817) 815-1510
150	Oakhurst ES	Assistant Principi	Dr. Kristine	Harper	(817) 814-9512
150	Oakhurst ES	Principal	Claudia	Jacobo Martinez	(817) 814-9510
151	Natha Howell ES	Principal	Monica	Granados	(817) 814-9310
151	Natha Howell ES	Assistant Principi	Robyn	May	(817) 814-9300
152	Oaklawn ES	Assistant Principi	Kadoria	Burgess	(817) 815-9112
152	Oaklawn ES	Principal	Nanedra	Golding	(817) 815-9110
153	A.M. Pate ES	Assistant Principi	LaJoy	McCoy	(817) 815-3812
153	A.M. Pate ES	Principal	Shayla	Sharp	(817) 815-3810
154	Mary Louise Phillips ES	Assistant Principi	Keith	Haliburton	(817) 815-1612
154	Mary Louise Phillips ES	Principal	Christina	Nandayapa	(817) 815-1610
156	Ridglea Hills ES	Principal	Crenesha	Cotton	(817) 815-1710
156	Ridglea Hills ES	Assistant Principi	Ellen	Starr	(817) 815-1712
157	Luella Merrett ES	Principal	Aura	Angel	(817) 815-6610
157	Luella Merrett ES	Assistant Principi	Lindsay	Velasquez	(817) 815-6612
159	Versia L. Williams ES	Assistant Principi	Sonya	Askew	(817) 814-9700
159	Versia L. Williams ES	Principal	Alexandra	Montes	(817) 814-9710
160	Maudrie M. Walton ES	Principal	Rediesha	Allen	(817) 815-3310
160	Maudrie M. Walton ES	Assistant Principi	Tequila	Lockridge	(817) 815-3312
161	Sam Rosen ES	Principal	Alberto	Herrera	(817) 817-4810
161	Sam Rosen ES	Assistant Principi	Jennifer	Sanchez	(817) 814-4800
162	Sagamore Hill ES	Principal	Pamela	Carrick	(817) 815-5010
162	Sagamore Hill ES	Assistant Principi	Kirsten	King	(817) 815-5012
163	Bruce Shulkey ES	Assistant Principi	Priscilla	(Shackleford) Little	(817) 815-5012
163	Bruce Shulkey ES	Principal	Mandi	Spoon	(817) 814-8410
165	Richard J. Wilson ES	Principal	Javier	Aguilera	(817) 814-7710
165	Richard J. Wilson ES	Assistant Principi	Tresha	Johnson	(817) 814-7712
166	South Hi Mount ES	Principal	Melissa	Bryan	(817) 815-1810
166	South Hi Mount ES	Assistant Principi	Elizabeth	Foreman	(817) 815-1812
167	South Hills ES	Assistant Principi	Cynthia	Flores	(817) 814-5813
167	South Hills ES	Principal	Melissa	Russell	(817) 814-5810
168	Springdale ES	Principal	LeAnn	Moreno	(817) 814-9610
168	Springdale ES	Assistant Principi	Carrie	Rodriguez-Flores	(817) 814-9600
169	Sunrise-McMillan ES	Principal	LaTres	Cole	(817) 815-3910
169	Sunrise-McMillan ES	Assistant Principi	April	Stubbs	(817) 815-3912
171	Tanglewood ES	Principal	Dana	McKenzie	(817) 814-5910
171	Tanglewood ES	Assistant Principi	Doug	Mocek	(817) 814-5912
172	W.J. Turner ES	Principal	Deborah	Baez-Carrasquillo	(817) 814-4910
172	W.J. Turner ES	Assistant Principi	Dirrick	Butler	(817) 814-4912
175	Washington Heights ES	Principal	Mary Jane	Cantu	(817) 815-0710

175	Washington Heights ES	Assistant Principal	Timothy Johnson	(817) 815-0712
176	Waverly Park ES	Principal	Roberto Baeta-Gutierrez	(817) 815-6700
176	Waverly Park ES	Assistant Principal	Jamie Morrison	(817) 815-6700
176	Waverly Park ES	Assistant Principal	Loretta Velez	(817) 815-6700
177	Westcliff ES	Assistant Principal	Dyanhira Cabanas Rodriguez	(817) 814-6012
177	Westcliff ES	Principal	Ebony McDonald	(817) 814-6010
178	Westcreek ES	Principal	Crystal Montgomery	(817) 814-8610
178	Westcreek ES	Assistant Principal	Anthony Hill	(817) 814-8612
178	Westcreek ES	Assistant Principal	Ellen Verreault	(817) 814-8612
180	Western Hills ES (2-5)	Assistant Principal	Regina Haley	(817) 815-6800
180	Western Hills ES (2-5)	Principal	Deleceia McGee	(817) 815-6800
180	Western Hills ES (2-5)	Assistant Principal	Shannon Elliott	(817) 815-6900
184	Worth Heights ES	Principal	Andrea Lange	(817) 814-6210
184	Worth Heights ES	Assistant Principal	Nelida Puente	(817) 814-6212
186	David K. Sellars ES	Assistant Principal	Benetria Jackson	(817) 815-9212
186	David K. Sellars ES	Principal	Delain Sandifer	(817) 815-9210
187	J.T. Stevens ES	Principal	Drew Farr	(817) 814-8510
187	J.T. Stevens ES	Assistant Principal	Beverly Liberato	(817) 814-8512
188	Atwood McDonald ES	Principal	Khristina Goady	(817) 815-4810
188	Atwood McDonald ES	Assistant Principal	Angela Richard	(817) 815-4802
190	Riverside ALC	Assistant Principal	Keith Besses	(817) 815-5812
190	Riverside ALC	Principal	Jennifer Kennedy	(817) 815-5810
194	Daggett Montessori	Principal	Victorius Eugenio	(817) 814-6310
194	Daggett Montessori	Assistant Principal	Pamela Nunley	(817) 814-6312
206	Bill J. Elliott ES	Principal	LaTonya Ordaz	(817) 815-4610
207	Westpark ES	Assistant Principal	Lynda Duckering Wright	(817) 815-7012
207	Westpark ES	Principal	Glorianne Mason	(817) 815-7010
208	T.A. Sims ES	Assistant Principal	Olga Bernal	(817) 814-0812
208	T.A. Sims ES	Principal	Andrea Harper	(817) 814-0810
209	Edward J. Briscoe ES	Principal	DeVona Burgess	(817) 814-0310
209	Edward J. Briscoe ES	Assistant Principal	Charlene Louis	(817) 814-0312
216	Woodway ES	Principal	David Paraham	(817) 814-8700
216	Woodway ES	Assistant Principal	Danette Kirvin	(817) 814-8700
219	Lowery Road ES	Assistant Principal	Pamela Reese	(817) 815-4712
219	Lowery Road ES	Principal	Gregorey Thomas	(817) 815-4710
220	Alice D. Contreras ES	Principal	Amelia Cortes-Rangel	(817) 814-7810
220	Alice D. Contreras ES	Assistant Principal	Janeth Lopez Arriola	(817) 814-7812
220	Alice D. Contreras ES	Assistant Principal	Benjamin Perez	(817) 814-7812
221	Western Hills Primary	Assistant Principal	J'Anzia Bell-Cook	(817) 815-6800
221	Western Hills Primary	Principal	Andrea Johnson	(817) 815-6800
222	Clifford Davis ES	Assistant Principal	Carla Madison-Turner	(817) 815-8713
222	Clifford Davis ES	Principal	Ebony Key	(817) 815-8710
222	Clifford Davis ES	Assistant Principal	Maria Vega	(817) 815-8700
223	Cesar Chavez ES	Assistant Principal	Olivia Keener	(817) 815-0312
223	Cesar Chavez ES	Principal	Monica Ordaz	(817) 815-0310
225	Bonnie Brae ES	Principal	Naomi Salas	(817) 814-3710
225	Bonnie Brae ES	Assistant Principal	Jamin Vess	(817) 814-3710
226	Seminary Hills Park ES	Assistant Principal	Haley (Jones) Tomerlin	(817) 814-7612
226	Seminary Hills Park ES	Principal	Nakita Brewer	(817) 814-7610
227	Dolores Huerta ES	Assistant Principal	Tequita Azantilow	(817) 814-4400
227	Dolores Huerta ES	Principal	Carla Coscia	(817) 814-4400
228	Pre-K Satellite Centers	Principal	Crissy Peterson-Smith	(817) 814-2450
229	Overton Park ES	Assistant Principal	Kimberly Ballard	(817) 814-6912
229	Overton Park ES	Principal	Sandy Haro	(817) 814-6910
252	Insights ES	Assistant Principal	Keith Christmas	(817) 814-5600

256	Rolling Hills ES	Principal	Kendall	Condit	(817) 815-7010
256	Rolling Hills ES	Assistant Princip	Sydney	Jones	(817) 815-7010

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Marlette.Martinez@fwisc	Gracie Guerrero	Dorene Benavidez	A	3
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Charmika.May@fwisd.org	Tamekia Brown	Deborah Traylor	B	4
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Tiffany.Hayes@fwisd.org	Tamekia Brown	Deborah Traylor	C	4
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Ramon.Munguia@fwisd.	Gracie Guerrero	Valencia Rhines	C	3
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2023-2024

PYRAMID	TRUSTEE	T-TESS CERTIFIED
Amon Carter-Riverside	Roxanne Martin	Yes
Amon Carter-Riverside	Roxanne Martin	Yes
Amon Carter-Riverside	Roxanne Martin	Yes
Amon Carter-Riverside	Roxanne Martin	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
South Hills	Anne Darr	Yes
South Hills	Anne Darr	Yes
South Hills	Anne Darr	Yes
South Hills	Anne Darr	Yes
South Hills	Anne Darr	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Polytechnic	Tobi Jackson	Yes
Paschal	Anael Luebanos	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes

Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
Alternative Programs	Quinton 'Q' Phill	Yes
Alternative Programs	Quinton 'Q' Phill	Yes
Specialized Program:	Anne Darr	Yes
Specialized Program:	Anne Darr	Yes
Alternative Programs	N/A	Yes
Alternative Programs	N/A	Yes
Specialized Services	Camille Rodrigu	Yes
Alternative Programs	Camille Rodrigu	Yes
Paschal	Roxanne Martin	Yes
Paschal	Roxanne Martin	Yes
Paschal	Roxanne Martin	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Polytechnic	Tobi Jackson	Yes
Polytechnic	Tobi Jackson	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Paschal	Anne Darr	Yes
Paschal	Anne Darr	Yes
Paschal	Anne Darr	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Polytechnic	Wallace Bridges	Yes
Polytechnic	Wallace Bridges	Yes
Polytechnic	Wallace Bridges	Yes
Schools of Choice	Anael Luebanos	Yes
Schools of Choice	Anael Luebanos	Yes
Amon Carter-Riversic	Roxanne Martin	Yes

Amon Carter-Riverside	Roxanne Martin	Yes
Amon Carter-Riverside	Roxanne Martin	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Specialized Program:	Camille Rodrigu	Yes
Specialized Program:	Camille Rodrigu	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy		Yes
Paschal	Anne Darr	Yes
Paschal	Anne Darr	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Benbrook	Michael Ryan	Yes
Schools of Choice	Roxanne Martin	Yes
Schools of Choice	Roxanne Martin	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Quinton 'Q' Phill	Yes
Schools of Choice	Quinton 'Q' Phill	Yes
Schools of Choice	Michael Ryan	Yes
Schools of Choice	Michael Ryan	Yes
Schools of Choice	Michael Ryan	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Camille Rodrigu	Yes
Schools of Choice	Wallace Bridges	Yes
Schools of Choice	Wallace Bridges	Yes
Schools of Choice	Tobi Jackson	Yes
Schools of Choice	Tobi Jackson	Yes
Schools of Choice	Tobi Jackson	Yes
Schools of Choice	Anne Darr	Yes
Schools of Choice	Anne Darr	Yes
Benbrook	Michael Ryan	Yes
Benbrook	Michael Ryan	Yes

Specialized Services	Kevin Lynch	Yes
Specialized Services	Kevin Lynch	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Polytechnic	Wallace Bridges	Yes
Polytechnic	Wallace Bridges	Yes
O.D. Wyatt	Anael Luebanos	Yes
O.D. Wyatt	Anael Luebanos	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Paschal	Anael Luebanos	Yes
Paschal	Anael Luebanos	Yes
Paschal	Anne Darr	Yes
Paschal	Anne Darr	Yes
Leadership Academy	Kevin Lynch	Yes
Leadership Academy	Kevin Lynch	Yes
Leadership Academy	Kevin Lynch	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
Paschal	Roxanne Martin	Yes
Paschal	Roxanne Martin	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Paschal	Roxanne Martin	Yes
Paschal	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Polytechnic	Tobi Jackson	Yes
Polytechnic	Tobi Jackson	Yes
Leadership Academy	Quinton 'Q' Phill	Yes
Leadership Academy	Quinton 'Q' Phill	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Dunbar	Wallace Bridges	Yes
Dunbar	Wallace Bridges	Yes
Leadership Academy	Quinton 'Q' Phill	Yes
Leadership Academy	Quinton 'Q' Phill	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
Polytechnic	Wallace Bridges	Yes
Polytechnic	Wallace Bridges	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes

North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Polytechnic	Tobi Jackson	Yes
Polytechnic	Tobi Jackson	Yes
Leadership Academy	Wallace Bridges	Yes
Leadership Academy	Wallace Bridges	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Polytechnic	Wallace Bridges	Yes
Polytechnic	Wallace Bridges	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Michael Ryan	Yes
Arlington Heights	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
Eastern Hills	Tobi Jackson	Yes
Eastern Hills	Tobi Jackson	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
Arlington Heights	Kevin Lynch	Yes
Arlington Heights	Kevin Lynch	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Dunbar	Quinton 'Q' Phill	Yes
Dunbar	Quinton 'Q' Phill	Yes
Paschal	Kevin Lynch	Yes
Paschal	Kevin Lynch	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes

North Side	Camille Rodrigu	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Paschal	Anne Darr	Yes
Paschal	Anne Darr	Yes
Southwest	Anael Luebanos	Yes
Southwest	Anael Luebanos	Yes
Southwest	Anael Luebanos	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Schools of Choice	Roxanne Martin	Yes
Schools of Choice	Roxanne Martin	Yes
Schools of Choice	Roxanne Martin	Yes
Schools of Choice	Roxanne Martin	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Benbrook	Michael Ryan	Yes
Benbrook	Michael Ryan	Yes
Polytechnic	Wallace Bridges	Yes
Southwest	Anne Darr	Yes
Southwest	Anne Darr	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Eastern Hills	Quinton 'Q' Phill	Yes
Paschal	Anael Luebanos	Yes
Paschal	Anael Luebanos	Yes
Paschal	Anael Luebanos	Yes
Western Hills	Michael Ryan	Yes
Western Hills	Michael Ryan	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
O.D. Wyatt	Wallace Bridges	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Diamond Hill-Jarvis	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
Amon Carter-Riversic	Roxanne Martin	Yes
South Hills	Anael Luebanos	Yes
South Hills	Anael Luebanos	Yes
North Side	Camille Rodrigu	Yes
North Side	Camille Rodrigu	Yes
N/A	N/A	Yes
Paschal	Kevin Lynch	Yes
Paschal	Kevin Lynch	Yes
Paschal	Roxanne Martin	Yes

Benbrook	Michael Ryan	Yes
Benbrook	Michael Ryan	Yes

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: APPROVE RATIFICATION PURCHASE OF THE CURRICULUM SUPPORT SERVICES PACKAGE TEXAS ESSENTIAL KNOWLEDGE AND SKILLS RESOURCES SUBSCRIPTION THROUGH REGION 11 FOR THE 2023 - 2024 SCHOOL YEAR

BACKGROUND:

The Texas Essential Knowledge and Skills Resource System (TEKS RS) provides curricular and assessment resources aligned with the Texas Essential Knowledge and Skills. It is used by 75% of Texas school districts as either a core curriculum or supplemental resource. The District has utilized the TEKS RS as a supplemental resource since the 2018 - 2019 school year. Components of the TEKS RS inform the District’s scopes and sequences and provide supplemental resources that support teachers with providing data-driven standards-aligned instruction. Resources include tools that support: (a) understanding the state standards; (b) providing activities that can supplement the District’s high-quality instructional materials to support student learning needs; and (c) developing standards-aligned assessments to inform instruction.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills Resources Subscription through Region 11 for the 2023 - 2024 School Year
2. Decline to Approve Ratification Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills Resources Subscription through Region 11 for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills Resources Subscription through Region 11 for the 2023 - 2024 School Year

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-001-XXX-11-165-000000

COST:

\$366,555

VENDOR:

Region 11 Education Service Center

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

District - Wide

RATIONALE:

TEKS Resource System is aligned to the Texas Essential Knowledge and Skills, and has demonstrated effectiveness in many districts when implemented either as a supplemental or primary curriculum resource. The purchase of the TEKS Resource System will provide access to supplementary resources that inform the District's scopes and sequences and support teachers with additional tools to raise student achievement.

INFORMATION SOURCE:

Melissa Kelly, Associate Superintendent, Learning and Leading Service Network #1



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.
Executive Director

**TEKS Resource System Quote Options 2023- 2024
Fort Worth ISD**

Jul 21, 2023

The table below represents Fort Worth ISD TEKS Resource System (TRS) purchase details and **estimated** costs for the 2023-2024 school year. All services will be effective from September 1, 2023, through August 31, 2024. **This quote is strictly for budget planning purposes only.**

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

Component	Fee Explanation	Fee
TEKS Resource System Subscription	<i>\$5 per K-12 student enrollment (68087)</i>	\$340,435.00
	<i>Annual Subscription Fee for 137 campus</i>	\$25,920
	<i>Implementing TEKS RS Fee</i>	\$200.00
	<i>One Time Initial Set Up Fee</i>	
Package Total for 2023-2024		\$366,555.00

*Please contact Marquita Crockett at mcrockett@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*

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2023, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services 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
Erica Weber (817) 740-7632

Price List — 2023-2024

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) — \$200
- TExGuides — *Gold package members only (see additional pricing at the bottom of page)

Technology Fee Structure

# Traditional Campuses	One-Time Set-Up Fee <i>(Year 1 Districts or addition of campuses)</i>	Annual Subscription Fee
<3 or 1A/2A	\$1,000	\$1,500
3	\$3,250	\$2,160
4	\$3,500	\$2,160
5	\$3,750	\$2,160
6	\$4,000	\$2,340
7	\$4,250	\$2,520
8	\$4,500	\$2,700
9	\$4,750	\$2,880
10	\$5,000	\$3,060
11	\$5,250	\$3,240
12	\$5,500	\$3,420
13	\$5,750	\$3,600
14	\$6,000	\$3,780
15	\$6,250	\$3,960
16	\$6,500	\$4,140
17	\$6,750	\$4,320
18	\$7,000	\$4,500
19	\$7,250	\$4,680
20	\$7,500	\$4,860
21	\$7,750	\$5,040
22	\$8,000	\$5,220
23	\$8,250	\$5,400
24	\$8,500	\$5,580
25	\$8,750	\$5,760
>25	<i>Contact ESC Region 11 for pricing structure.</i>	

TExGUIDE Fee Structure

Student Enrollment	Fee
1-1,667 additional students > 1,667	\$5,000 base fee \$3 per student*

**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
September 26, 2023**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CENTER FOR TRANSFORMING LIVES

BACKGROUND:

The District seeks partnership with the Center for Transforming Lives to assist low-income families with meeting their daily needs. Center for Transforming Lives has helped lift families with homeless services, early childhood education, and economic mobility. The goal of the program is to improve the integration of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood practices. The service provider will provide funding for staff members in Fort Worth ISD classrooms that will provide instructional support in addition to after-school childcare services.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Center for Transforming Lives
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Center for Transforming Lives
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Center for Transforming Lives

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Center for Transforming Lives

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Harlean Beal Elementary
Woodway Elementary
Waverly Park Elementary (Home Based)

RATIONALE:

This partnership will ensure all children receive high quality early learning classroom experiences delivered by certified pre-kindergarten teachers in the participating classrooms. By partnering with the youth development program, Fort Worth ISD will positively impact the kindergarten readiness of future Fort Worth ISD students.

INFORMATION SOURCE:

Melissa Kelly, Associate Superintendent, Learning and Leading Service Network #1

Memorandum of Understanding

The Center for Transforming Lives and the Fort Worth Independent School District

SECTION 1 PARTIES TO GRANT

- 1.1 This Memorandum of Understanding (the “Agreement”) is made and entered into and between The Center for Transforming Lives (hereinafter referred to as ‘CTL’) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as “FWISD” or the “District”). CTL and the District may be collectively referred to as “Parties” or individually as “Party”. The Parties hereto have severally and collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION 2 AGREEMENT PERIOD

- 2.1 The period for performance of this Agreement shall be effective commencing July 1, 2023, and shall terminate June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement may be renewed for up to two (2) additional one (1) year terms by the mutual written agreement of both Parties.

SECTION 3 PURPOSE/FUNDING

- 3.1 **PURPOSE:** The purpose of this Agreement is to: (1) support the research-based framework designed by The State Center for Early Childhood Development; (2) improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers; (3) set forth the terms by which the Parties are partnering to provide Head Start services to qualified children enrolled in FWISD Pre-Kindergarten classes and home-based services; and (4) ensure all students are provided an environment in accordance with early childhood best practices.
- 3.2 **FUNDING:** The Center for Transforming Lives will provide funding for two (2) Teacher Assistants and Floaters in FWISD Pre-kindergarten classrooms. In addition, the CTL will also provide some of the classroom supplies for students. This may include furniture, consumables, educational supplies, and cleaning supplies. FWISD will provide funding in the form of non-federal match to include paying salaries of Pre-Kindergarten teachers, providing facilities for delivery of the services described in this Agreement, and providing supplies.

SECTION 4 RESPONSIBILITIES

FWISD will identify campuses to partner with CTL for the implementation of preschool services including (four classrooms) located at: Waverly Park EHS, Seminary Hills Park, and Harlean Beal.

FWISD will identify the school campuses to partner with CTL for the implementation of family education and socialization activities for families with infants and toddlers participating in the CTL home-based

program.

SECTION 4A. FWISD RESPONSIBILITIES

FWISD shall comply with, and provide in a satisfactory manner, services as outlined in the Head Start Program Performance Standards (HSPPS), the Head Start Act of 2007, guidance from the Office of Head Start (OHS), Office of Management and Budget (OMB) Circulars and, as applicable, the United States Department of Agriculture (USDA) and the Texas Department of Family and Protective Services (DFPS) Child Care Licensing Regulations.

As outlined in this Agreement, FWISD agrees to the following:

1. Personnel Requirements and Professional Development

FWISD will:

- a. ensure FWISD assigned Head Start teachers are Certified with a Bachelor's degree.
- b. implement an individual professional development plan for each teacher in conjunction with the HS Education Coordinator develop. The Plan will be completed within the first sixty (60) days of the Agreement and will include the Child Care Licensing required trainings as well as the HSPPS required trainings.
- c. ensure staffing is consistent with HSPPS and OHS guidelines.
- d. maintain a maximum group size of twenty (20) children, with two (2) qualified teachers in each of the Head Start classes during Head Start service hours. The Teacher Assistants assigned to the Head Start classes will work only with the Head Start students during the Head Start service hours.
- e. provide the following documentation for teachers and substitutes:
 - i. Current, successful completion of first aid and CPR within sixty (60) days of hire,
 - ii. Documentation of classroom staff physical prior to the first day of employment in HS classroom,
 - iii. Current physical
 - iv. Complete TB screening and if referred complete TB test, (may be paid by CTL HS)
 - v. Criminal history checks as required by TDFPS-Child Care Licensing,
 - vi. Food Handlers card (if required by authorizing City),
 - vii. Documentation of ongoing training; and
 - viii. Identification and reporting of child abuse and neglect compliant with TDFPS standards.
- f. require Head Start staff-specified training. If the sessions occur during non-contract times, FWISD will provide the payment for the FWISD staff. Training includes, but is not limited to, TDFPS licensing guidelines, Center Orientation, the Employee Handbook, Child Guidance Procedures, and the Parent Handbook.
- g. ensure teaching planning time is provided in adherence with state licensing and HSPPS guidelines.
- h. maintains on file the application for employment, documented proof of interview, I9, background checks, and the supporting documentation that the individual meets Head Start teaching standards.

2. Compliance with Eligibility, Recruitment, Selection, Attendance and Enrollment (ERSEA).

FWISD will:

- a. Recruit eligible families in need of Head Start services.
- b. Ensure compliance with the ERSEA criteria and process as developed and provided by CTL in accordance with Head Start guidelines.
- c. Ensure that HS children are not enrolled in the campus until the ERSEA compliance is verified by CTL via the FA or the ERSEA Specialist.
- d. Ensure that at the time of enrollment in the Head Start program, income information and other documents are provided to CTL to verify eligibility for Head Start.
- e. Achieve and maintain full enrollment based on assigned slots. To the extent possible, fill vacancies in thirty (30) days or less.
- f. Communicate with the FA or the ERSEA Specialist regarding any withdrawals prior to withdrawal or within two (2) days if the withdrawal was unforeseen.
- g. Complete and share attendance records on a daily basis so FA can enter them into the Child Plus System.
- h. Maintain 85% attendance and validate full enrollment on a timely basis.
- i. Ensure class sizes do not exceed twenty (20) children during Head Start service hours.
- j. Ensure a minimum ratio of twenty (20) children to one (1) teacher and one (1) teaching assistant during Head Start service hours.
- k. Communicate questions or concerns regarding ERSEA to CTL staff promptly to the ERSEA Manager who is responsible for ensuring ERSEA compliance.

3. Educational Services.

FWISD will:

- a. use a research-based curriculum in all Head Start classrooms.
- b. ensure instructional staff practices active supervision and zoning in accordance with Head Start standards.
- c. provide Head Start programming in accordance with the FWISD school calendar and operational hours.
- d. link the services provided in Head Start with educational services, including services relating to

language, literacy and communication, growth and motor development, emotional security and trust, self-regulation, and foundations for cognitive development so children are prepared for kindergarten.

- e. ensure teachers of record complete at least two (2) home visits for each family each year and schedule home visits, one in the Fall and one in the Spring.
- f. ensure teachers of record complete at least two (2) parent conferences each year with each family and schedule conferences, one in the Fall and one in the Spring.
- g. ensure teachers submit or have posted daily lesson plans aligned with the curriculum. Lesson plans must be readily available for observation by CTL staff, including the Mentor Coach, Education Coordinator, or others. Daily lesson plans include individualized plans for each child, as well as mental health, nutrition, health, and safety activities); documentation of individualization for all children with special needs must be documented and identifiable.

4. Child Assessment and Screeners

FWISD will ensure:

- a. completion of the Ages and Stages Developmental Questionnaire (ASQ-3) is completed within forty-five (45) days of each child's enrollment.
- b. completion of Ages and Stages Social-Emotional Questionnaire (ASQ-SE) is completed within forty-five (45) days of each child's enrollment.
- c. full implementation of a research-based child assessment system for enrolled children.
- d. maintenance of an up-to-date portfolio on each child that includes anecdotal observations and artifacts showing the developmental progression of each child.

5. Parent and Community Engagement.

FWISD will:

- a. engage parents and partner with them in the development and education of their children.
- b. support ongoing communication between Head Start Teachers and collaborating agency counterparts (including teachers, social workers, and health staff), and facilitate coordination of
- c. programs.
- d. help parents and other caregivers understand the importance of family engagement in a child's
- e. academic success from Head Start to Kindergarten.
- f. encourage parents to attend parent meetings, offer opportunities for active participation in shared governance, and participate in Policy Council.
- g. ensure opportunities for families to volunteer and participate in their child's education.

- h. encourage families to take part in the family goal-setting process, known as the Family Partnership Agreement, and work with the FAs to help families achieve their goals.
- i. work with CTL to develop and support a systematic procedure for enhancing kindergarten transition.

6. Health and Nutrition

FWISD will work with the CTL FA and other CTL personnel on the following items to ensure compliance with health and nutrition requirements:

- a. ensure that immunizations for all enrolled children are kept up to date on an age-appropriate schedule.
- b. work with the CTL FA and CTL Health Specialist to ensure each child has received a complete physical and oral exam or has scheduled to complete the physical and oral exam at a clinic upon enrollment.
- c. complete and submit a child growth assessment within thirty (30) days of enrollment,
- d. develop and implement a follow-up plan, with assistance from CTL FA and CTL Health Specialist, for any condition identified for treatment from the physical or oral exams.
- e. ensure that treatment plans, with assistance from CTL FA and CTL Health Specialist, (identified at medical and oral exam appointments) will start as soon as possible after identification.
- f. ensure that within forty-five (45) calendar days of enrollment, each child will have a vision and hearing screening completed.
- g. ensure that tooth brushing occurs at least once per day in conjunction with meals for all children with teeth.
- h. ensure sanitary and hygienic tooth brushing practices, including:
 - i. That space and procedures are in place for child toothbrushes to be labeled with first and last names and stored in a sanitary manner that avoids cross-contamination;
 - ii. Classroom staff role model dental hygiene; and
 - iii. Replacement of toothbrushes every three (3) months.
- i. provide nutritious breakfast, lunch, and snack daily including offering a meal for those children arriving late.
- j. provide all meals, snacks, and beverages to enrolled HS children at no cost to the family.
- k. accommodate medically-based diets or other dietary requirements with written directions from the child's health care provider.
- l. ensure that teaching staff and children eat together incorporating family-style features.
- m. provide diapers or pull-ups to enrolled HS children at no cost to the family.

6. Mental Health and Services to Children with Disabilities.

FWISD will:

- a. work with the Mental Health and Inclusion Specialist to identify children with special needs who need on-going specialized services.
- b. be available or make staff available for training and technical assistance for children with identified concerns and needs.
- c. ensure a minimum of 10% enrollment opportunities are filled with children with diagnosed disabilities.

SECTION 4.B. CTL RESPONSIBILITIES

The CTL shall comply with and provide in a satisfactory manner services as outlined in the Head Start Program Performance Standards (HSPPS), the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB Circulars and, as applicable, the United States Department of Agriculture (USDA) and the Texas Department of Family and Protective Services (DFPS) Child Care Licensing Regulations.

1. General Provisions

The CTL will:

- a. provide copies of federal Head Start Program Performance Standards (HSPPS) and other federal requirements, Head Start Parent Handbook, and forms and samples of record-keeping systems to ensure compliance with Head Start guidelines.
- b. be respectful when making visits which may be scheduled or unannounced during hours of operation.
- c. provide the following services to Head Start enrolled children at FWISD campuses in accordance with the Head Start Program Standards:
 - Social Services and case management to families
 - Policy Council coordination
 - Mental Health and Disability Services
 - Health screening and follow-up
 - Special services referral and follow up
 - Parent Engagement activities in partnership with FWISD
- d. safeguard child and family information, with particular reference to client identifying information, including maintaining confidentiality of oral and written forms of communication.

2. Personnel Requirements and Professional Development

The CTL will:

- a. coordinate the application and enrollment process for Head Start Teacher Assistants requiring a

CDA credential or associate degree

- b. provide training and technical assistance to create Professional Development Plans for all teacher assistants through the Education Coordinator or Mentor Coach.
- c. develop and implement training based upon mutually agreed schedules.
- d. verify that FWISD maintains employment applications on file for full-time, part-time, and temporary personnel caring for Head Start enrolled children
- e. verify that FWISD has conducted interviews prior to employment, verified the personal and employment references provided by such individuals, and has provided to each employee the requirements of health exams, including screening for tuberculosis and initial employment physical examination
- f. validate compliance with FWISD personnel requirements as required by Section 4.1 of FWISD Responsibilities
- g. provide ongoing professional development, technical assistance, and coaching based on regular visits, both scheduled and unannounced, during hours of operation.

3. Compliance with Eligibility, Recruitment, Selection, Attendance and Enrollment (ERSEA)

The CTL personnel will work with FWISD personnel to:

- a. establish and communicate ERSEA criteria and process for verification in accordance with Head Start guidelines.
- b. recruit eligible families in need of childcare and Head Start services as a joint responsibility between FWISD and CTL
- c. verify ERSEA compliance on a timely basis via the FA or ERSEA Specialist.
- d. assist families in completing the Head Start eligibility and enrollment paperwork.
- e. Ensure continued compliance, by:
 - i. Reviewing attendance records with Partner staff on a daily basis to help address when attendance drops below 85% and to validate full enrollment on a timely basis
 - ii. Enter attendance information daily into the ChildPlus Tracking system; and
 - iii. Following up with families who are not in attendance and doing ChildPlus data entry related to absences.
- f. Respond to questions or concerns in regard to the ERSEA on a timely basis.

4. Educational Services

The CTL will:

- a. Provide a researched-based curriculum for each HS classroom.
- b. Provide a laptop for each HS classroom (6 total; up to 10 pending number of FWISD classrooms).
- c. Provide staff development on implementing the research-based curriculum.
- d. Provide additional, approved educational materials as identified
- e. Collaborate with the District to ensure teaching staff complete at least two parent conferences and two home visits per year with each family.
- f. Assign an Education Coordinator, Coach, and a Family Advocate to each site.
- g. CTL will provide staff for afterschool/extended day programming.

5. Child Assessment and Screener

The CTL will:

- a. Provide staff development on implementing Ages and Stages Questionnaire (ASQ-3/ASQ/SE)
- b. Provide initial and ongoing training and technical assistance on screenings.

6. Parent and Community Engagement

The CTL will:

- a. Provide support and ongoing communication between Head Start Teachers and collaborating agency counterparts (including teachers, social workers, and health staff), and facilitate coordination of programs.
- b. Encourage parents to attend parent meetings and ensure active participation in shared governance and the Policy Council.
- c. Encourage and provide opportunities for parents to volunteer in the classrooms.
- d. Encourage families to take part in the family goal-setting process, known as the Family Partnership Agreement
- e. Work with the teachers to support a systematic procedure for transferring, with parental consent, Head Start program records for children to the kindergarten program in which the child will enroll.

7. Health and Nutrition

The CTL provides staff to work with the FWISD personnel on the following items to support compliance with health and nutrition requirements.

The CTL will:

- a. work with the parents and FWISD to ensure each child has received a complete physical and oral exam or has scheduled to complete the physical and oral exam at a clinic upon enrollment.
- b. secure the services of a Registered Dietician or Nutritionist on at least a consultant basis to review all menus and specify the development of acceptable and non-acceptable foods that are both nutritional and culturally sensitive. Menus will be reviewed and approved annually.
- c. assist with a follow-up plan for any condition identified for treatment from the physical or oral exams.
- d. assist with timely completion of vision and hearing screening.

8. Mental Health and Inclusion Services

The CTL will:

- a. provide a Mental Health and Inclusion Specialist to assist FWISD in ensuring children. and/or families receive Mental Health consultation or access to other services.
- b. recruit and identify children, in partnership with FWISD staff, to ensure a minimum of 10% enrollment opportunities are filled with children with diagnosed disabilities.
- c. work with FWISD staff to conduct outreach to parents and teachers to discuss the educational development and other needs of individual children; including children with special needs.

SECTION 5 Facilities

The CTL will:

- a. conduct the initial baseline assessment of facilities within the first 45 days of HS children attending the centers and ensure that all necessary corrections are made as soon as possible per the agreed upon improvement plan.
- b. verify care and inspection of indoor and outdoor premises.
- c. conduct scheduled and unscheduled health and safety checks.

SECTION 6 Fiscal

The CTL will provide financial assistance for expenses related to implementing the Head Start Program Performance Standards, the Head Start Act, and other quality initiatives. Funding is based on the number of students and families served and is contingent upon continued federal funding by the Office of Head Start.

- a. FWISD can seek reimbursement from CTL for Head Start staff employee physicals, at an amount equal to or less than the cost of CTL's preferred provider.
- b. FWISD can seek reimbursement for substitutes for Head Start staff absence or vacancies in order

to ensure ratio and class size requirements.

- c. The CTL will collect in-kind documentation monthly from designated FWISD staff. Administrative in-kind will be collected annually ie. staff salary, benefits, and other donations.

SECTION 7 Program Operations

The Parties will:

- a. communicate on an ongoing basis to address problems, issues, and concerns and facilitate high-quality outcomes for children and families and serve as the basis for the child's future success in school.
- b. coordinate and facilitate Quality Improvement Plans (QIPs) and/or Corrective Action Plans (CAPs). Plans will address staff development needs, and corrective actions not compliant with requirements and expectations of Head Start.
- c. meet regularly to plan and coordinate the partnership and provide coaching to teachers.
- d. meet regularly to review curriculum plans, classroom environment, and routines.
- e. immediately notify the other Party of: (1) any reports or complaints from parents or other community members; (2) violations of the code of conduct; (3) Active Supervision Violations; (4) Child Care Licensing violations involving Head Start classrooms; and (5) any impending threat or crisis posing danger to Head Start children and families.

FWISD agrees to:

- a. employ preschool teachers who will deliver research-based curriculum to students dually enrolled in FWISD and CTL Head Start.
- b. coordinate and provide early learning services for eligible children for a minimum of six (6) hours of instruction per contact day, for no less than 187 instructional days.
- c. support teachers in attending and obtaining professional development and meetings when required by CTL or in order to meet OHS and local requirements.
- d. allow CTL staff access to participating classrooms.
- e. work with CTL staff to complete required assessments, screenings, and/or other required items for children and families pursuant to Head Start Performance Standards.
- f. ensure CTL staff collaborate to ensure all Head Start Program Performance Standards are followed.
- g. provide daily attendance for children enrolled in the designated Pre-kindergarten/Head Start classroom, by 9:00 am, each instructional contact day.
- h. provide socialization space on a minimum of 2 campuses for the purposes of educational and engagement activities for families of infants and toddlers.

The CTL agrees to:

- a. ensure qualified children are enrolled in the designated classrooms, meet age requirements by September 1st, and meet other Head Start eligibility requirements.
- b. Coordinate and provide Head Start services in accordance with the FWISD school calendar and approved school schedule.

SECTION 7 EQUIPMENT TRANSFER AND ACCOUNTABILITY

Equipment provided by FWISD for the instructional program shall be delivered and distributed via FWISD.

SECTION 8 LIABILITY AND INDEMNIFICATION

- a. Notwithstanding any other provisions of this Agreement, it is understood and agreed by the Parties hereto that The Center for Transforming Lives' obligations under this Agreement are contingent upon the actual receipt of adequate funds to meet obligations hereunder.
- b. IT IS EXPRESSLY AGREED AND STIPULATED THAT THE CENTER FOR TRANSFORMING LIVES IS ENTERING INTO AGREEMENT WITH FWISD AND THAT THE CENTER FOR TRANSFORMING LIVES AGREES TO INDEMNIFY AND HOLD FWISD HARMLESS FROM ANY AND ALL COSTS, DAMAGES, LOSSES OR OTHER CLAIMS, INCLUDING DISALLOWED COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCES OR LACK OF PERFORMANCES BY SAID ENTITIES UNDER THIS AGREEMENT CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT OR WILLFUL ACT, OR OMISSION OF THESE ENTITIES, THEIR EMPLOYEES, OFFICERS, AGENTS, SERVANTS OR REPRESENTATIVES OF ANYONE ACTING ON THE ENTITY'S BEHALF IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT PERMITTED BY STATE AND FEDERAL LAWS.

SECTION 9 TERMINATION

- a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
- b. This Agreement may also be terminated at any time upon mutual agreement of the Parties.

SECTION 10 NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement is not assignable. Neither Party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks, or performances under this Agreement without the written consent of the other Party.

SECTION 10 ORAL AND WRITTEN AGREEMENTS

- a. All oral written agreements between the Parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.
- b. Any alterations, additions, or deletions in the terms of this Agreement shall not be binding unless made by written amendment executed by both Parties.

SECTION 11 SIGNATORY CLAUSE

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

The Center for Transforming Lives



Carol Klocek, CEO

07/07/2023
Date

The Fort Worth Independent School District

Dr. Angélica Ramsey, Superintendent

Date



Olayinka Moore-Ojo, Executive Director-Early Learning

07.07.2023
Date

Approved As to Form

 07.17.2023

Lynda Jackson, General Counsel



Melissa Kelly, Associate Superintendent
Learning and Leading, Network 1

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE INTERIM ASSESSMENTS TO SUPPORT PROGRAM IMPROVEMENT AND TEACHER INCENTIVE ALLOTMENT IN CAREER AND TECHNICAL EDUCATION**

BACKGROUND:

Fort Worth Independent School District is committed to preparing students for college and career readiness in their chosen Career and Technical Education field of study. This program will provide yearly, objective interim assessments to students enrolled in selected Career and Technical Education courses. This will also provide District, campus, course, and student data that will allow campus and District personnel to evaluate student progress and guide instructional planning.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interim Assessments to Support Program Improvement and Teacher Incentive Allotment in Career and Technical Education
2. Decline to Approve Interim Assessments to Support Program Improvement and Teacher Incentive Allotment in Career and Technical Education
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interim Assessments to Support Program Improvement and Teacher Incentive Allotment in Career and Technical Education

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6399-001-XXX-22-221-000000

COST:

Not-to-Exceed - \$147,815

VENDOR:

YouScience, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Bid Number: 23-143

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

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

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

Amon Carter-Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill-Jarvis High School
Paul Laurence Dunbar High School
Eastern Hills High School
North Side High School
Polytechnic High School
Paschal High School
Trimble Technical 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 Science
Young Men's Leadership Academy
World Languages Institute
TCC South/FWISD Collegiate Academy

I.M. Terrell Academy for STEM & VPA
Daggett Middle School
J.P. Elder Middle School
Kirkpatrick Middle School
W.P. McLean Middle School
Meacham Middle School
Meadowbrook Middle School
Monnig Middle School
Morningside Middle School
Riverside Middle School
Rosemont Middle School
Stripling Middle School
J. Martin Jacquet Middle School
Wedgwood Middle School
Leonard Middle School
International Newcomer Academy
Jean McClung Middle School
*The Leadership Academy at Forest Oak

*Denotes Leadership Academy Network

RATIONALE:

The primary purpose of including interim assessments in Career and Technical Education and Technology Applications courses measure student growth in learning. Interim assessments will help teachers gauge instruction based on student data results as well as help the Department evaluate course content and curriculum. The assessments will be conducted in classes across eleven clusters and twenty-two programs of study as well as within three (3) middle school CTE classes during the first six weeks and the last six weeks. Teachers will use the data to better inform instruction throughout the school year. The Department will use the data and teacher input to assess the value of instructional resources.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2



Company Address 751 E 700 S # 200
 American Fork, UT 84003
 US

Created Date 9/1/2023
 Expiration Date 10/1/2023
 Quote Number 00001971
 Prepared By Britney Miles
 Phone (385) 273-0749
 Email britney.miles@youscience.com

Contact Name Stephanie Tennyson
 Phone (817) 814-1530
 Email stephanie.tennyson@fwisd.org

Bill To Name FORT WORTH ISD
 Bill To 100 N UNIVERSITY DR
 TX 76107

Product	List Price	Quantity	Discount	Total Price
Industry Recognized Certifications Site License - High School	\$5,450.00	18.00	15.00%	\$83,385.00
Industry Recognized Certifications Site License - Middle School	\$2,950.00	20.00	15.00%	\$50,150.00

Subtotal \$157,100.00
 Discount 15.00%
 Total Price \$133,535.00
 Grand Total \$133,535.00

Products and Schools

Products and Schools Industry Recognized Certifications | Site License - Middle School & High School

*Unlimited admins, teachers, and students

*Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite)

*Employer Connections

*Analytic tools, reporting suite, and admin dashboard

*SSO/SIS Integration

*Training and Implementation Included

Your access and use of the services provided by YouScience, LLC is subject to and governed by the YouScience Local Education Agency Subscription Agreement and Data Privacy Addendum available online at <https://www.youscience.com/local-education-agency-subscription-agreement/> and <https://www.youscience.com/data-privacy-addendum/>

Invoices paid by credit card with balances greater than \$1,000 will be charged an additional 3% fee.

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE CONTRACT RENEWAL AND PAYMENT OF COLLEGIATE TESTING FEES FOR STUDENTS

BACKGROUND:

The renewal of this agreement will allow students from eighth to eleventh grade to take the Preliminary Scholastic Aptitude Test (PSAT), National Merit Scholarship Qualifying Test (NMSQT), and Scholastic Aptitude Test (SAT) tests through June of 2024. These tests are essential in students becoming college ready as multiple universities utilize the scores for admissions and scholarship opportunities. Eighth, ninth, and tenth grade students will test in the Fall while eleventh grade students will test in both the Fall and Spring.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Renewal and Payment of Collegiate Testing Fees for Students
2. Decline to Approve Contract Renewal and Payment of Collegiate Testing Fees for Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Renewal and Payment of Collegiate Testing Fees for Students

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-31-6339-TST-XXX-24-950-000417-22F32

COST:

(ESSER)
(PSAT/NMSQT) Fall 2023.....\$129,269.70
(SAT School Day) Spring 2024.....\$227,175.00
(PSAT 8/9) Fall 2023.....\$98,389.20

Not-to-Exceed - \$454,833.90

VENDOR:

College Board

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Sole Source - Price Quote and TEA Sole Source Approval

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

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

- | | |
|--|--|
| Amon Carter-Riverside High School | Applied Learning Academy |
| Arlington Heights High School | Daggett Middle School |
| South Hills High School | Daggett Montessori |
| Diamond Hill-Jarvis High School | J.P. Elder Middle School |
| Paul Laurence Dunbar High School | The Leadership Academy at Forest Oak M |
| Eastern Hills High School | J. Martin Jacquet Middle School |
| North Side High School | William James Middle School |
| Polytechnic High School | Kirkpatrick Middle School |
| Paschal High School | Leonard Middle School |
| Trimble Technical High School | W.P. McLean Middle School |
| Southwest High School | Jean McClung Middle School |
| Western Hills High School | Meacham Middle School |
| O.D. Wyatt High School | Meadowbrook Middle School |
| Benbrook Middle/High School | William Monnig Middle School |
| International Newcomer Academy | Morningside Middle School |
| Young Women’s Leadership Academy | Riverside Middle School |
| Texas Academy of Biomedical Science | Rosemont Middle School |
| Young Men’s Leadership Academy | Stripling Middle School |
| World Languages Institute | Wedgwood Middle School |
| Marine Creek Collegiate | |
| TCC South/FWISD Collegiate Academy | |
| I.M. Terrell Academy for STEM &
VPA | |
| Success High School | |

RATIONALE:

The testing through College Board is a vital piece of ensuring our students are College Ready and it provides a valuable opportunity for our students to earn scholarships and National Merit

recognition. Continuing this partnership allows for our students to have access to all universities across the nation and provides for equitable opportunities for all students in Fort Worth ISD.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading, Service Network #2



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00035040**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "**Agreement**"), is effective upon fully execution ("**Effective Date**"), by and between Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, ("**Client**") and College Board ("**College Board**"). Client and College Board may be collectively referred to as the "**Parties**" or individually as a "**Party**."

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

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

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

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2023 and, unless sooner terminated as provided herein, will expire on June 30, 2024 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

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

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

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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



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

5.0 Representations and Warranties.

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

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

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

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

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

7.0 Indemnification. To the extent permitted by law, without the waiver of any immunity or defense, and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' fees and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

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

9.0 Miscellaneous.

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



9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in [Section 9.1](#) (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

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

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

To College Board:
K-12 Contract Management

With a copy to
Legal Department

To Client:
Lisa Castillo
Executive Director
Fort Worth Independent School
District
100 N University Dr
Fort Worth, TX 76107-1360
Tel:
lisa.castillo@fwsid.org

College Board

College Board

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

Contractsmanagement@collegeboard.org

Legalnotice@collegeboard.org

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

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

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

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



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

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

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

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

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

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



FORT WORTH INDEPENDENT SCHOOL DISTRICT



Signature

Lisa Castillo

Name

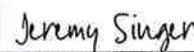
Executive Director

Title

8/24/23

Date

COLLEGE BOARD

DocuSigned by:


Signature

Jeremy Singer

Name

President

Title

08/04/2023

Date

Approved as to Form



FWISD Legal Department Signature

Alexander Athanason

Name

Staff Attorney

Title

09/06/2023

Date

Signature

Angélica Ramsey

Name

Superintendent

Title

Date


8/24/23

**PSAT™ 8/9
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 8/9 materials and information as follows:

- 1. Materials for Students:**
 - a. Link to the Student Guide
 - b. PSAT 8/9 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
 - c. Information about recognition programs College Board.
 - d. Access to SAT Practice Tools and Support as set forth below.
 - e. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).
- 2. Materials for Participating Schools:**
 - a. Materials to support test administration.
 - b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 Test Coordinator Guide.
 - c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
 - d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
 - e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
 - f. Access to AP Potential™ via College Board website.
- 3. Reports for District:**
 - a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
 - b. Access to AP Potential via College Board website.
- 4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

- 1.** In connection with PSAT 8/9, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
 - d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, 'Designated Personnel').
 - e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
 - f. Verify and update, if necessary, the Test Coordinator name and contact information.
 - g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
 - h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**

- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 - 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 - 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <https://sat.org/COVID19>.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ("SSD Coordinator") is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The "SSD Coordinator Form" (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. English Learner (EL) Supports (<https://satsuite.collegeboard.org/k12-educators/administration/sat-school-day/ordering/english-learner-supports>) like translated directions and the use of word-to-word glossaries do not require approval or special test format.



V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
 - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 8/9 Testing Window.** Client has agreed to administer the PSAT 8/9 C to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT 8/9.** The PSAT 8/9 will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 Test Coordinator Guide and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing dates.



VII. COLLEGE BOARD COLLECTION AND USE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
 - b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
 - c. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district, about the students' recognition status.
 - d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and www.nationalmerit.org.
 - e. Score Reporting to Students.
 - f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
 - g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
 - h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
 - j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
 - k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection,

maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT 8/9 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a) Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
 - b) Assistance with completing required forms such as AI Request Form;
 - c) Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d) Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets,



patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at <https://ordering.collegeboard.org/>, regardless of how many students take the PSAT 8/9 assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 8/9 exam.

XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Robert Wright	Charles Garcia
Title:	Director, College, Career, and Military Readiness	Associate Superintendent
Address:	100 N University Dr	100 N University Dr
City/State/Zip:	Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
Phone:	818-181-4515	817-814-1510
Fax:		
Email:	robert.wright@fwisd.org	charles.garcia@fwisd.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.

**PSAT/NMSQT®
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT^{®3} provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide
- b. PSAT/NMSAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex I attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT/NMSQT Test Coordinator Guide.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex I.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

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

III. CLIENT RESPONSIBILITIES

- 1.** In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each participating school will:
- a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
 - b. Review the information in Annex I below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

³ PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <http://sat.org/COVID19>.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's

Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
 - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window**.

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

1. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing.** Client has agreed to administer the PSAT/NMSQT to registered students selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT Test Coordinator Guide and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended

power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should immediately notify College Board.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
 - b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
 - c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district about the students' recognition status.
 - d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and www.nationalmerit.org.
 - e. Score Reporting to Students.
 - f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
 - g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
 - h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including

- to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- j. **Research:** College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
 - k. **Other:** College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
 - b. Assistance with completing required forms such as AI Request Form;
 - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.



Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at <https://ordering.collegeboard.org/>, regardless of how many students take the PSAT/NMSQT assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary ⁴	Procurement ⁵
Name:	Robert Wright	Charles Garcia
Title:	Director, College, Career, and Military Readiness	Associate Superintendent
Address:	100 N University Dr	100 N University Dr
City/State/Zip:	Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
Phone:	818-181-4515	817-814-1510
Fax:		
Email:	robert.wright@fwisd.org	charles.garcia@fwisd.org

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

⁵ This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department

SAT® SCHOOL DAY PROGRAM SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants.'

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish SAT School Day materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide
- b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
- d. For SAT (starting Spring 2024), information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day Testing Coordinator Guide.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Delivering SAT Practice Tools and Support.

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

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

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.

- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <https://sat.org/COVID19>.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements.

- a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ("SSD Coordinator") is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The "SSD Coordinator Form" (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. <https://satsuite.collegeboard.org/k12-educators/administration/sat-school-day/ordering/english-learner-supports> like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org. ("SSOR"), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
 - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window**.

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's test day tool kit ("TDTK") application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Windows.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the SAT.** The SAT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Guide and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.



3. **Client Testing Delays.** Participating schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of testing window for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event up to one week prior to the end of the testing window. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

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- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
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- *Gender
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- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

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 - d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) and www.nationalmerit.org.
 - e. Score Reporting to Students.

- f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
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- i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

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IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
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Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License.** The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

3. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.



Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at <https://ordering.collegeboard.org/>, regardless of how many students take the SAT School Day assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

XII. CLIENT CONTACT INFORMATION

	Primary ⁶	Procurement ⁷
Name:	Robert Wright	Charles Garcia
Title:	Director, College, Career, and Military Readiness	Associate Superintendent
Address:	100 N University Dr	100 N University Dr
City/State/Zip:	Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
Phone:	818-181-4515	817-814-1510
Fax:		
Email:	robert.wright@fwisd.org	charles.garcia@fwisd.org

⁶ This is the person to whom College Board should direct primary communications.

⁷ This is the person to whom College Board should send the contract to, if different from the Primary Contact



Annex 1 to PSAT/NMSQT Schedule (Fall), PSAT 10 Schedule (Spring), SAT School Day Schedule (Spring)

College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application that students can download from the App Store to access Educational Services.

SCORE INFORMATION: In the App, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments delivered pursuant to this Agreement and pursuant to other agreements that College Board has with Client's school, district, or state, as applicable (collectively, 'Covered Assessments').

RECOMMENDATIONS: In the App, College Board will provide students with educational information and recommendations about college and career options including, for example, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services.

CONNECTIONS*: Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ('Eligible Institutions') based on criteria provided by those Eligible Institutions, which may include student interests, demographics, assessment score ranges, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections. The students' interests and preferences, such as through user controls within the App, may also influence and personalize the students' experiences within the App and the content delivered to them through Connections. Connections is entirely optional, and students must affirmatively opt-in if they wish to participate. Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App. Students can opt-out any time, as described more fully below.

Opted-in students may receive information and messages from Eligible Institutions in the App, by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional (collectively, 'Messages'). Eligible Institutions do not know the identity of a student to which they have been matched unless and until the student chooses to provide their personal information directly to the Eligible Institution, which the student can only do outside of the App and outside of the Educational Services. For example, a student may be able to link from the application to a webpage or webform hosted by that college. College Board may track students access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions other than in de-identified and aggregated form. **College Board never shares students' personally identifiable information with Eligible Institutions as part of Connections.**

Messages are created by Eligible Institutions and may include text, images, videos, and interactive elements. While the messages may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages.

Students who choose to opt-in to Connections can opt out at any time, for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on your students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection and Use of Data' section. College Board also uses that information in Educational Services, as described above. For students who use the App, they may be able to update this information within the App, if they so choose. **All questions are optional.** More information about College Board's Privacy Policies is located at <https://privacy.collegeboard.org/?navId=gf-pp>. Questions include the following:



- Home/Mailing Address
- Mobile Phone Number
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen

To use the App, students provide a mobile number during the administration of the Covered Assessment and are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App and authenticate into the App, about their scores, including when their scores are available, and with App notifications (if the student elects to turn on those notifications). The foregoing is clearly explained to the student. The student's phone number authenticates the student into the App. College Board does not use mobile numbers collected during Covered Assessments for any other purposes.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the Ordering Deadline to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
 - If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt out; (ii) the student's data from any Covered Assessment(s) for which Client chose *not* to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for *all* Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use the App to receive Score Information and Recommendations, so long as the student provides their mobile number during the Covered Assessment.

Students may have opportunities to link from the App to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under this Agreement, the only exception being scores on College Board assessments, as all students have independent rights in their own test scores. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use by Connections. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments <https://privacy.collegeboard.org/>.

Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. Client agrees that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement.

*Not offered in New York at this time. There may be other exclusions.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2023	July 1, 2023	June 30, 2024	12,475	\$18.00	\$224,550.00	\$95,280.30	\$129,269.70
SAT School Day: Spring 2024	July 1, 2023	June 30, 2024	5,825	\$60.00	\$349,500.00	\$122,325.00	\$227,175.00
PSAT 8/9: Fall 2023	July 1, 2023	June 30, 2024	10,600	\$14.00	\$148,400.00	\$50,010.80	\$98,389.20

Subtotal: \$722,450.00

Total Discount: ~~\$267,616.10~~

Total Cost: \$454,833.90

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE PURCHASE OF SUPPLEMENTAL INSTRUCTIONAL MATERIALS FOR ACCELERATING ENGLISH LANGUAGE PROFICIENCY WITH EMERGENT BILINGUAL STUDENTS

BACKGROUND:

The District’s Texas English Language Proficiency Assessment System, or TELPAS, data supports the use of supplemental instructional materials as a way to improve outcomes and accelerate instruction for emergent bilingual students in grades K - 12. A program that supports academic vocabulary development with a focus on grade level content is crucial for students during the first three (3) years of enrollment in U.S. schools. Likewise, long term emergent bilingual students with five (5) or more years of formal education in U.S. schools benefit from a targeted approach to develop English proficiency and interact with the curriculum.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Supplemental Instructional Materials for Accelerating English Language Proficiency with Emergent Bilingual Students
2. Decline to Approve Purchase of Supplemental Instructional Materials for Accelerating English Language Proficiency with Emergent Bilingual Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Supplemental Instructional Materials for Accelerating English Language Proficiency with Emergent Bilingual Students

FUNDING SOURCE: *Additional Details*

Special Revenue	263-11-6399-0D1-XXX-25-590-000000-24F90.....	\$209,899.90
	263-13-6299-0D1-999-25-590-000000-24F90.....	\$22,885.00

COST:

\$232,784.90
(Title III Grant)

VENDOR:

Summit K-12

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Elementary Schools		
#139, M. L. Kirkpatrick	#163, Bruce Shulkey	#180, Western Hills
#209, Edward J. Briscoe	#221, Western Hills Primary	#222, Clifford David
#226, Seminary Hills Park		
Middle Schools		
#042, Daggett, E. M.	#043, Wedgwood 6 th	#044, J. P. Elder.
#048, William James	#052, Meadowbrook	#053, Monnig, William
#054, Morningside	#060, Wedgwood	#061, Leonard
#062, International Newcomer Academy		
High Schools		
#002, Arlington Heights	#004, Diamond Hill-Jarvis	#009, Polytechnic
#014, Southwest	#016, O. D. Wyatt	#021, Success

RATIONALE:

Supplemental instructional materials to scaffold District curriculum are beneficial to emergent bilingual students. Quality programs have the potential to promote English language proficiency in all four (4) language domains and accelerate instruction in grade level content. Since this is aligned with the Texas Essential Knowledge and Skills, or TEKS, and the English Language Proficiency Standards, or ELPS, Summit K - 12 addresses both critical needs.

Embedded measurement tools provide crucial data to inform instruction and improve outcomes. Integration for use with emergent bilinguals will take place at six (6) high schools, ten (10) middle schools, and seven (7) elementary FWISD campuses. On the secondary level, two (2) campuses are dedicated to newcomers and eight (8) more support designated language centers. The elementary campuses reflect campuses with large populations of emergent bilingual students, particularly newcomers not served in dual language.

The initiative will include in-person training for teachers as well as the opportunity for coaching sessions and campus support throughout the year. Based on projections, this will involve 7,554 students and 283 teachers throughout the District. The expectation is that these students will exhibit one level of growth in the composite TELPAS score.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading and Service Network #3



SUMMIT K12

Summit K12 Quotation Form
Prices Valid through December 31 2023

(If purchase request is dated on or before the above date, then quote price is valid and honored)

Created Date	5/23/2023	Quote Number	00005487
Subscription End Date	5/31/2024	Vendor #	19211
Summit K12 PO Box 26841, Austin, TX 78755 P: 844-331-4737 Fax: 866-490-8158 orders@summitk12.com		Account Name	Fort Worth Independent School District
		Contact Name	Patricia Tuma
		Email	patricia.tuma@fwisd.org
		ESC	11
Prepared By	Mary Alonso		
Email	mary.alonso@summitk12.com		
Phone	(972) 645-2710		

Notes:

Choice Partners: Bid#: 21016KN
FWISD Vendor#: 97957 BID# 21-091-A

If you have any questions please contact Mary Alonso 972-467-5798.

Product	Product Code	Sales Price	Quantity	Total Price
Renewal C2L LS 5,000+ - Connect to Literacy - Listening & Speaking for English Learners	9781616185756R	\$8.95	2,721	\$24,352.95
Add-On C2L LS 5,000+ - Connect to Literacy - Listening & Speaking for English Learners	9781616185756A	\$8.95	4,833	\$43,255.35
Renewal C2L RW 5,000+ - Connect to Literacy - Reading & Writing for English Learners	9781433406225R	\$8.95	2,721	\$24,352.95
Add-On C2L RW 5,000+ - Connect to Literacy - Reading & Writing for English Learners	9781433406225A	\$8.95	4,833	\$43,255.35
Renewal C2L ELPS 5,000+ - ELPS Skills Mastery Course	9781433408328R	\$8.95	2,721	\$24,352.95
Add-On C2L ELPS 5,000+ - ELPS Skills Mastery Course	9781433408328A	\$8.95	4,833	\$43,255.35
Renewal C2L - Teacher - Connect to Literacy English Language Development	9781433406157R	\$25.00	172	\$4,300.00
Add-On C2L - Teacher - Connect to Literacy English Language Development	9781433406157A	\$25.00	111	\$2,775.00
Training - Web Training 1 Session	9781616187606	\$995.00	23	\$22,885.00
	Total Price			\$232,784.90

Training Policy

Training Policies

A maximum of 25 attendees per session per Summit K12 trainer. For sessions with more than 25 attendees, multiple sessions would be needed.

Web Trainings - a minimum of 3 days in advance of training date is required if you wish to cancel or reschedule, otherwise the full training fee will be charged.

On-site Trainings - a minimum of 7 days in advance of training date is required if you wish to cancel or reschedule, otherwise the full training fee will be charged.

TERMS and CONDITIONS

How to Order

- Via email at orders@summitk12.com

Summit K12 Holdings, Inc: Federal Tax ID # 47-2584101.

Prices

- Prices applicable only within the US, its possessions, & its outlying areas.
- All prices are in US funds.
- Payment must be in US funds only.

Terms

- Net 30 days, subject to credit approval

Licenses

Included with your purchase of student licenses

- For each institution
 - 2 support teachers
 - 1 school admin
- For each districtwide purchase
 - 3 district admins

If more are needed, please contact your sales rep to include them on your quote.

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE CONTRACT ADDENDUM TO THE MEMORANDUM OF AGREEMENT FOR PROFESSIONAL DEVELOPMENT SESSIONS TO EMPOWER PARENTS, STUDENTS, AND STAFF ON THEIR RIGHTS IN THE AMERICAN EDUCATION SYSTEM**

BACKGROUND:

The purpose of this Agreement is to build the capacity of District educators and school staff to better support and meet the needs of immigrant and undocumented students and families. The goal of the program is to increase access to information and resources, thereby increasing trust between immigrant families and schools, and creating a safe and welcoming culture where all students can thrive no matter their immigration status. This amendment will extend the agreement for professional development sessions from October of 2023 to May 24, 2024.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Contract Addendum to Memorandum of Agreement for Professional Development Sessions to Empower Parents, Students, and Staff on their Rights in the American Education System
2. Decline to Approve Contract Addendum to Memorandum of Agreement for Professional Development Sessions to Empower Parents, Students, and Staff on their Rights in the American Education System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Addendum to Memorandum of Agreement for Professional Development Sessions to Empower Parents, Students, and Staff on their Rights in the American Education System

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

ImmSchools

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Emergent Bilingual Programs Department at Student Placement Center
Open to all FWISD parents of Emergent Bilingual students

RATIONALE:

ImmSchools will facilitate a three (3) part series of workshops for immigrant students and families to provide relevant information, meaningful support, and establish trusting relationships with immigrant students and families. Professional development will also include a four-part series for educators and staff in order to equip them with supporting immigrant students and families. FWISD has increased in the enrollment of immigrant students since last August. Immigrant families need support in order to access resources and become engaged in their children's education. Sessions will be made available virtually or in-person.

INFORMATION SOURCE:

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is made a part of the IMMSCHOOLS Memorandum of Agreement with Fort Worth Independent School District ("Contract") dated November 1, 2022, between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and ImmSchools ("Consultant"), acting by and through its duly authorized representative. The District and Consultant will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Contract outlined below. As stated in the Term Section of the Contract, "The term of the Agreement is November 1, 2022 (the "Effective Date") through May 2023 and is subject to annual approval by the FWISD. The term may be renewed for additional periods, after the Agreement is reviewed by both Parties for any necessary revisions, unless terminated in accordance with the provisions hereof. Revisions will be incorporated into the Agreement by way of an amendment to the Agreement, which must be signed by both Parties."

The Term Section of the Contract is hereby amended to read, as follows:

"The term of the Agreement is November 1, 2022 (the "Effective Date") through May 2023 and may be renewed for additional one (1) year terms by mutual written agreement. This Agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended or altered except by a written amendment signed by District and ImmSchools."

The Parties hereby agree to extend the Contract. Therefore, the Contract is effective through May 24, 2024.

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

FOR DISTRICT:

Signed: Marie Muegg
Name: Marie Muegg
Title: Executive Director
Date: 8/22/23

FOR CONSULTANT:

Signed: Lorena Tule-Romain
Name: Lorena Tule-Romain
Title: Co-founder and COO
Date: April 27, 2023

SUPERINTENDENT APPROVAL
(Required over \$25,000)

APPROVED AS TO FORM:

Dr. Angélica Ramsey Signed: _____
8/24/2023
Dr. Angélica Ramsey
Superintendent of Schools
Date: _____

Signed: _____
Date: _____

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND EDUCATIONAL SERVICE CENTER REGION 11 FOR TEXAS INSTRUCTIONAL LEADERSHIP TRAINING, TARGETED IMPROVEMENT PLANS, AND EFFECTIVE SCHOOLS FRAMEWORK DIAGNOSTICS

BACKGROUND:

Twenty (20) federally-rated campuses (Opportunity Zone Schools) were awarded the Effective Schools Framework (ESF) grant from the Texas Education Agency (TEA). Region 11 is the Fort Worth Independent School District’s Educational Service Center and required vendor for TEA. Per grant requirements, the ESC will provide Texas Instructional Leadership (TIL) training for all Opportunity Zone-assigned executive directors, principals, and campus instructional leadership teams for the twenty (20) campuses. Region 11 will also conduct an Effective School Framework diagnostic for any campus that is either comprehensive-rated and/or awarded the ESF Grant if the campus did not participate in the ESF Diagnostic within the last two (2) school years. Region 11 will also provide Targeted Improvement Plan training, support, and case management for all Opportunity Zone Schools.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Memorandum of Understanding Between the Fort Worth Independent School District and Educational Service Center Region 11 for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics
2. Decline to Approve Memorandum of Understanding Between the Fort Worth Independent School District and Educational Service Center Region 11 for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics
3. Remand to Staff for Further Study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between the Fort Worth Independent School District and Educational Service Center Region 11 for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics

FUNDING SOURCE: **Additional Details**

Special Revenue 211-13-6239-0LP-XXX-24-691-000000-24F41

COST:

\$742,400

VENDOR:

ESC Region 11

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

TIL Campuses & CI Academy Campuses (20)	
Wedgwood 6 th Grade	J. P. Elder Middle School
William James Middle School	Meacham Middle School
Meadowbrook Middle School	Monnig Middle School
Morningside Middle School	Riverside Middle School
J. Martin Jacquet Middle School	Wedgwood Middle School
Leonard Middle School	Carroll Peak Elementary School
Rufino Mendoza Elementary School	S. S. Dillow Elementary School
Van Zandt-Guinn Elementary School	Western Hills Elementary School
T. A. Sims Elementary School	Clifford Davis Elementary School
Eastern Hills High School	North Side High School
ESF Diagnostic Opt- In Campuses (7)	
Carroll Peak Elementary School	S. S. Dillow Elementary School
Van Zandt-Guinn Elementary School	T. A. Sims Elementary School
Wedgwood 6 th Grade	William James Middle School
Morningside Middle School	

RATIONALE:

During the 2021 - 2022 and 2022 - 2023 school years, all ten (10) campuses within the Polytechnic Pyramid participated in Texas Instructional Leadership and Paul Bambrick-Santoyo's Leverage Leadership Lever training and implementation. As a result, nine (9) of these participating campuses earned double digit academic gains. The Fort Worth School District elected to add new campuses to the grant to continue positive academic gains for campuses that are federally-rated by the Texas Education Agency.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN EDUCATION SERVICE CENTER REGION 11

AND Fort Worth ISD

(District or Entity Name)

THIS INTERLOCAL AGREEMENT ("agreement") is entered into by and between the Education Service Center Region 11, ("ESC Region 11") and Fort Worth ISD (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

PREMISES

WHEREAS Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

WHEREAS, the Parties wish to enter into this Agreement for the purpose outlined below and the parties agree to follow the agreed upon guidelines to provide the services in this agreement.

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW THEREFORE, the Parties to this agreement mutually agree to the following:

AGREEMENT

1. DESCRIPTION OF SERVICE: *(ex. School Board Training)*

Texas Instructional Leadership, Continuous Improvement Academy, ESF Diagnostic Opt-In

2. PURPOSE / REASON

TIL- Texas Instructional Leadership is a cohort model for district and campus leadership teams. Cohort members engage in an intentional coaching model that provides the Principal Supervisors and campus leadership teams with research-based practices used to increase student achievement. An ESC coach will support cohort teams throughout the year with professional learning, implementation support, and one-on-one coaching for the selected suite. Cohorts choices are determined by the identified lever and could include:

- o Data-Driven Instruction
- o Observation Feedback
- o Lesson Alignment/Formative Assessments, or
- o Schoolwide Culture Routines

CI Academy- The role of District Coordinator of School Improvement (DCSI) and Campus Principal encompasses various responsibilities and can be quite demanding. Finding the time, space, and favorable conditions to collaborate with other DCSIs and Principals might be challenging, even unattainable. However, the Continuous Improvement Academy offers a dedicated opportunity for DCSIs and Principals to come together and collaborate with the ESC Region 11 Continuous Improvement Team. The primary focus of these sessions is to enhance their capabilities, engage in brainstorming sessions, collectively problem-solve, serve as thought partners, and establish connections with counterparts in different districts to support each other's endeavors. Whether an individual is the sole DCSI or Principal in their district or one among several, there will be something valuable for everyone to gain from this collaborative experience.

Included with the Continuous Improvement Academy is Essential Action Capacity Building (EAC). Within a school district, the Campus Principal has an array of responsibilities. Juggling these tasks can be difficult, especially when it comes to keeping up with and implementing continuous improvement interventions amidst competing priorities. Fortunately, the ESC Region 11 Continuous Improvement Team is here to bridge that gap. The team's dedicated Continuous Improvement Coach will support the Campus Principal in identifying priorities, devising effective strategies, fostering critical thinking, and crafting a compelling vision for the campus. Executive coaching is pivotal in enabling leaders to achieve their individual goals successfully. It establishes an invaluable feedback loop wherein participants receive essential feedback, advice, and perspectives, facilitating a continuous improvement process. This type of coaching is indispensable as it contributes to ongoing growth and development within the educational setting.

ESF Diagnostic Opt-In- The ESF Diagnostic process is a collaborative effort between the campus and district leadership team facilitated by a trained ESF Facilitator. The diagnostic process will require campus and district leadership to walk side-by-side through reflection and evidence collection activities that support the overall analysis of campus practices and determine district commitments. The results of an ESF Diagnostic provide a detailed final report that clearly outlines synthesized evidence collected from artifacts, observations, and focus groups, aligned specifically to the Effective Schools Framework. Through this process a campus can guarantee they are putting effort into the highest leverage action steps and narrow their focus to improve student outcomes. The final report will be left as a tool for the district and campus to use to refine their goals and action steps to locally improve student outcomes.

TIL Campus & CI Academy Campus(es):

1. JAMES MIDDLE 220905048
2. LEONARD MIDDLE 220905061
3. EASTERN HILLS H S 220905006
4. CARROLL PEAK EL 220905110
5. S S DILLOW EL 220905123
6. VAN ZANDT-GUINN EL 220905135
7. WESTERN HILLS EL 220905180
8. T A SIMS EL 220905208
9. MORNINGSIDE MIDDLE 220905054
10. NORTH SIDE H S 220905008
11. MONNIG MIDDLE 220905053
12. ELDER MIDDLE 220905044
13. MEACHAM MIDDLE 220905051
14. WEDGWOOD 6TH GR SCH 220905043
15. MEADOWBROOK MIDDLE 220905052
16. RIVERSIDE MIDDLE 220905056
17. PHALEN LEADERSHIP ACADEMY AT JAMES MARTIN JACQUET 220905059
18. RUFINO MENDOZA SR EL 220905120
19. CLIFFORD DAVIS EL 220905222
20. WEDGWOOD MIDDLE 220905060

ESF Diagnostic Opt-In Campus(es):

1. Carroll Peak EL
2. S.S. Dillow EL
3. T.A. Sims EL
4. Van Zandt-Guinn EL
5. Wedgewood 6th Grade School
6. James MS
7. Morningside MS

TIL Notes:

This MOU is for 20 ESF FS Grant campuses in FWISD to have a campus team of five team members to attend TIL Lesson Alignment training - Level 1 training for all campus teams and nine Executive Director on October 5, 2023, October 6, 2023, and October 9, 2023 (half day for campus teams) and Level 2 training for Executive Directors the afternoon of October 9, 2023.

Implementation Fee includes:

\$185,000 (\$9,250 x 20) Training & Implementation fee for 20 campuses.

\$52,000 (\$650 x 4 = \$2,600 x 20) Half day visits: ESC providing direct coaching support to campus (twice per semester/campus) to further support implementation of LAFA practices.

CI Notes:

These campuses are recipients of the 2023-2025 ESF Focused Support Grant.

The campuses that are opting in for an ESF diagnostic are campuses that are not required to have one, but did not receive an ESF Diagnostic in the 2022-2023 school year.

3. DUTIES AND RESPONSIBILITIES:

3.1 ESC REGION 11 Duties and Responsibilities.

- The TIL experience includes base level training, two customized training dates, and 14 touchpoints.
- Provide:
 - 40 copies of Leverage Leadership 2.0 (2 per campus)
 - 9 copies of PMs Guide to Leverage Leadership
 - 100 total Level 1 spirals (20 campuses x 5 members/campus)
 - 9 Level 2 spirals
- The Continuous Improvement Academy will provide principals and DCSIs an opportunity to collaborate with the ESC Region 11 Continuous Improvement team. The primary focus of these sessions is to enhance their capabilities, engage in brainstorming sessions, collectively problem-solve, serve as thought partners, and establish connections with counterparts in different districts to support each other's endeavors. Additionally, through Essential Action Capacity Building, campus(es) will be provided with three half-day, personalized touchpoints.
- For campuses involved in ESF Diagnostic Opt-Ins:
 - Develop a preliminary campus visit plan.
 - Understand the campus' performance relative to the practices described in the ESF by gathering and analyzing artifacts and campus data before and during the campus visit in coordination with the DCSI, principal, and principal supervisor.
 - Create a final Diagnostic Report and review findings with the DCSI, Principal, and Principal supervisor.

3.2 Fort Worth ISD {District or Entity name} **Duties and Responsibilities.**

- Provide training and/or coaching dates and location
- Provide all necessary audio visual equipment and support
- Campuses involved in ESF Diagnostic Opt-In:
 - Support the principal in submitting the pre-work requirements, including providing campus, teacher, and student level data to the ESF Facilitator by assigned due date.
 - Attend and collaborate with the ESF Facilitator and principal throughout the entire diagnostic process.
 - Maintain an open, ongoing dialogue with the ESC case manager and ESF Facilitator regarding TIP and ESF Diagnostic process efforts.
 - Support the relationship between campus staff, district staff, the ESC case manager, and ESF Facilitator.

4. TERM OF AGREEMENT:

This agreement shall be effective as of the date of authorized signatures of both parties to:

October 1, 2023- August 31, 2024 (list specific date range and/ or end date)

5. TERMINATION

A Party may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The receiving party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

5. AGREEMENT AMOUNT AND COMPENSATION

For and in consideration of the services to be provided by ESC Region 11 under this Agreement, the receiving party will pay ESC Region 11 a total amount of \$742,400.00.

Basis for allocation of total amount listed above:

TIL Base Package Pricing (Year 1):	\$179,550.00
Implementation Fee:	\$237,000.00
Additional Participant Fee:	\$0.00
Book Fee:	\$0.00
Continuous Academy Pricing:	\$210,000.00
ESF Opt-In Pricing:	\$115,850.00

***** Please note: a rescheduled visit may be subject to a \$950.00 rescheduling fee per occurrence *****

6. HEALTH AND SAFETY STANDARDS AND MODIFICATION OF THE MOU

Both parties agree to adhere to the minimum health and safety standards as defined by local, state, and federal government. If COVID-19 social distancing, or other restrictions imposed to address health concerns, impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery or to a different time. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method. An MOU Amendment shall be used for any modifications to the date, time, and cost allocation of this agreement.

Note: House Bill 462 (HB462, 83rd Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

By signing this Agreement, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.

Fort Worth ISD
 District or Entity Name

EDUCATION SERVICE CENTER REGION 11

Tamekia
 Signature Date

Clyde W. Steelman, Jr. Date
 Executive Director

Print Name: Tamekia Brown
 Title: Associate Superintendent

Authorized Representative of the Receiving Party shall sign this agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy prior to the scheduled event.

ESC Region 11 Contact: Brittany Cronin email: bcronin@esc11.net
 Ph # 817-740-7686

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RATIFICATION FOR RENEWAL OF SERVICE
MANAGEMENT AND HARDWARE ASSET MANAGEMENT SYSTEMS**

BACKGROUND:

The service management system is used to capture incoming telephone calls and incident tickets input by technical field staff, and District staff who input a ticket through self-service. The platform will soon be joined by facilities to incorporate a single solution for District stakeholders to input requests for service and equipment. Approval of this item includes ratification for the cost of services provided from August 2023 through September 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for Renewal of Service Management and Hardware Asset Management Systems
2. Decline to Approve Ratification for Renewal of Service Management and Hardware Asset Management Systems
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification for Renewal of Service Management and Hardware Asset Management Systems

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-800-999-99-423-000000

COST:

\$327,270.96

VENDOR:

Carahsoft

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
DIR-TSO-4288

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

All Schools and District Administration Offices

RATIONALE:

Renewal of this system will enable the Technology Department to continue to capture all technology assets within one (1) system while implementing automation for the discovery of assets on the District network.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations
Steve Wentz, Interim Chief Information Officer, Division of Technology

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Darla Powell
 Director, IT Business Services
 Fort Worth Independent School District
 6070 Camp Bowie Blvd
 Fort Worth, TX 76116

FROM: Angela Romero
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: darla.powell@fwisd.org

EMAIL: Angela.Romero@carahsoft.com

PHONE: (817) 814-3000

PHONE: (571) 591-6191 **FAX:**

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 40688287
QUOTE DATE: 08/31/2023
QUOTE EXPIRES: 09/30/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$327,270.96

TOTAL QUOTE: \$327,270.96

188

CONFIDENTIAL
PAGE 1 of 3

QUOTE DATE: 08/31/2023
QUOTE NO: 40688287

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
6	PROD02074-679	ServiceNow® Additional Non-Production Instance (Monthly) ServiceNow - PROD02074 Start Date: 08/01/2023 End Date: 07/31/2024	RATE: \$814.81	12	TX DIR 1	\$9,777.72
7	PROD20328	ServiceNow® IT Service Management Professional v3 ServiceNow - PROD20328 Start Date: 08/01/2023 End Date: 07/31/2024	RATE: \$0.00	12	OM 15	\$0.00
8	PROD16047-2	ServiceNow® Hardware Asset Management Professional - Subscription Unit v2 (Priced Monthly, 1 Year Term) ServiceNow - PROD16047 Start Date: 08/01/2023 End Date: 07/31/2024	RATE: \$1.26	12	OM 14000	\$211,680.00
9	PROD19850	ServiceNow® Customer Service Management Professional ServiceNow - PROD19850 Start Date: 08/01/2023 End Date: 07/31/2024	RATE: \$0.00	12	OM 10	\$0.00
10	PROD15204-679	ServiceNow® Customer Service Management Professional v5, Fulfiller User (Priced Monthly, 1 Year Term) ServiceNow - PROD15204 Start Date: 08/01/2023 End Date: 07/31/2024	RATE: \$70.72	12	TX DIR 20	\$16,972.80
11	PROD16953-713	ServiceNow® Strategic Portfolio Management Professional - SPM User (Priced Monthly, 1 Year Term) ServiceNow - PROD16953 Start Date: 08/01/2023 End Date: 07/31/2024	RATE: \$39.29	12	TX DIR 5	\$2,357.40
SUBTOTAL:						\$327,270.96
TOTAL PRICE:						\$327,270.96
TOTAL QUOTE:						\$327,270.96

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
1.		Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.				
2.		The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, and Data Processing Addendum. The Product and Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of this quote at: https://www.servicenow.com/upgrade-schedules.html ("ServiceNow Subscription Service Terms"). End Customer may request printed copies of the documents incorporated herein by reference by emailing legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.				
3.		ServiceNow, through Carahsoft, reserves the right to suspend access to Customer's instances should Customer not provide a valid purchase order prior to the contract term start date.				
4.		Learning Credits expire 12 months after the purchase date and are Learning Credits used are billed monthly in arrears. In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to exceed \$2000 per onsite class). Terms for Education Services offerings are set forth on https://www.servicenow.com/upgrade-schedules.html				
5.		Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted. A. End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system. B. Carahsoft quotation number for this purchase order. C. Statement of Work or Change Order (if applicable).				
6.		Send purchase orders to CSTechOM@carahsoft.com.				
7.		Please refer to the attached pages for any Additional Terms and Entitlements for this sale.				

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate or students, alumni or others given access to the subscription service by Customer. Each User must be assigned a unique username and password that may not be shared or transferred. Only employees and contractors that have a user profile in the subscription service which is designated as "active" may be given access to the subscription service.

"Approver User" is any User given the ServiceNow provided "Approver" role in the subscription service by Customer and no other role. An Approver User may only perform the functions set forth in the table below for Approver.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User given a role in the subscription service by Customer other than the Approver role. A Fulfiller User may only perform the functions set forth in the table below for Fulfiller.

"Student Fulfillers" are Fulfiller Users designated by the institution that will work no more than twenty (20) hours per week within the ServiceNow platform. The validation of these users will be a specific identification as Student Employee, and the determination that they are students be cross-referenced to their role within the master log (LDAP, Active Directory, etc.) for the institution. It is the responsibility of the Customer to create and monitor this role. Measurement - For purposes of auditing, Student Fulfillers are active Users who have a last login time within the prior 365 days and are assigned at least one Fulfiller role.

"Process User" has the same use rights as **"Fulfiller User."**

"Requester User" is any User without a role. A Requester User may perform only the functions defined in the table below for Requester.

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RATIFICATION PURCHASE OF VIRTUAL SERVER ENVIRONMENT MAINTENANCE AND LICENSE SUPPORT**

BACKGROUND:

A ratification is necessary for the purchase of services that maintain a virtual network server environment for District business systems. The support services requested are needed for regular maintenance. This support will provide the District with the latest updates and resources to troubleshoot and maintain a secure and robust environment. This is a one (1) year support agreement and will need to be renewed annually.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification Purchase of Virtual Server Environment Maintenance and License Support
2. Decline to Approve Ratification Purchase of Virtual Server Environment Maintenance and License Support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Purchase of Virtual Server Environment Maintenance and License Support

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-814-999-99-562-000000-

COST:

\$105,207.36

VENDOR:

Sequel Data Systems, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative- Contract and Quote
TX DIR Contract DIR-TSO-4288

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

District - Wide

RATIONALE:

Approval of this support will provide the District with a secure and robust virtual environment for business systems.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations
Steve Wentz, Interim Chief Information Officer, Technology



11824 Jollyville Rd. Suite 400
Austin, Tx 78759

Quote Number: OP-205582



VMWARE SUPPORT RENEWAL

Customer:

Fort Worth Independent School District
Kerry Neal
kerry.neal@fwisd.org

DIR Contract No. DIR-TSO-4288

Renewals Account Manager:

Carrie McDonald
Sequel Data Systems
carrie.mcdonald@sequeldata.com
Office: 512-918-8841

Item	Part #	Qty.	Description	Start Date	End Date	Unit Price	Ext. Price
1	VS8-EPL-P-SSS-A	49	Academic Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year	9/1/2023	9/30/2024	\$1,029.83	\$ 50,461.67
2	VCS8-STD-P-SSS-A	2	Academic Production Support/Subscription VMware vCenter Server 8 Standard for vSphere 8 (Per Instance) for 1 year	9/1/2023	9/30/2024	\$1,609.37	\$ 3,218.74
3	VS8-EPL-P-SSS-C	5	Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year	9/1/2023	9/30/2024	\$1,029.83	\$ 5,149.15
4	HZ8-ENC-10-1Y-TLSS-A	20	Academic VMware Horizon 8 Enterprise Term Edition: 10 Concurrent User Pack for 1 year term license includes Production Support/Subscription	9/30/2023	9/30/2024	\$2,318.89	\$ 46,377.80
						QUOTE TOTAL	\$ 105,207.36

Phone: 512-918-8841

Prices Good for 30 Days

Fax: 512.519.7868

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE PURCHASE OF GOOGLE G-SUITE FOR EDUCATION ENTERPRISE LICENSE RENEWAL**

BACKGROUND:

The District adopted Google Classroom in October 2020 as an online learning platform for students in grades K-12. The G-Suite Enterprise Licenses provide the District with advanced security controls, enhanced collaboration tools for teachers and students through video and voice conferencing, and system support. Approval of this request will renew this tool for year-one (1) of a three (3) -year price guarantee, beginning with the 2023 - 2024 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Google G-Suite for Education Enterprise License Renewal
2. Decline to Approve Purchase of Google G-Suite for Education Enterprise License Renewal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Google G-Suite for Education Enterprise License Renewal

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-800-999-99-423-000000

COST:

\$231,320

VENDOR:

CDW-G

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative – Price Quote and IL Contract Summary Required
Sourcewell Contract #081419

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

District - Wide

RATIONALE:

Approval will ensure a secure and robust platform for student online learning.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations
Steve Wentz, Interim Chief Information Officer Technology



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

B2B USER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NNDW844	8/30/2023	GOOGLE WS RENEWAL 23 24	0926086	\$231,320.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus Licensed domains: teachers.fwisd.org,students.fwisd.or g,fwisd.org License Term: 2023-10-27 - 2024-10-26 Contract: FWISD sourcewell #081419 (081419#CDW) Contract: Standard Pricing	72000	NEW-ITEM	\$5.00	\$360,000.00
NEW ITEM Mfg. Part#: NEW-ITEM GOO-EDP-0013 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus Licensed Domains: teachers.fwisd.org,students.fwisd.or g,fwisd.org License Term: 2023-10-27 - 2024-10-26 Contract: FWISD Sourcewell #081419 (081419#CDW) Contract: Standard Pricing	18000	NEW-ITEM	\$0.00	\$0.00
NEW ITEM Mfg. Part#: NEW-ITEM GOO-EDP-9201-02 Google Workspace for Education Plus - Multi Year - Google Discount: Google Workspace for Education Plus Licensed Domains: teachers.fwisd.org,students.fwisd.or g,fwisd.org License Term: 2023-10-27 - 2024-10-26	1	NEW-ITEM	(\$97,000.00)	(\$97,000.00)

QUOTE DETAILS (CONT.)

Contract: FWISD Sourcewell #081419
(081419#CDW)
Contract: Standard Pricing

NEW ITEM

1 NEW-ITEM (\$31,680.00) (\$31,680.00)

Mfg. Part#: NEW-ITEM

GOO-EDP-9101-02
Google Workspace for Education Plus
- Multi Year - AIT Discount:

Google Workspace for Education Plus
Licensed Domains:

teachers.fwisd.org,students.fwisd.org,
fwisd.org

License Term: 2023-10-27 -
2024-10-26

Contract: FWISD Sourcewell #081419
(081419#CDW)

Contract: Standard Pricing

SUBTOTAL \$231,320.00

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$231,320.00**

PURCHASER BILLING INFO

DELIVER TO

Billing Address:

FORT WORTH INDEPENDENT SCHOOL DIST

ACCTS PAYABLE

100 N UNIVERSITY DR

FORT WORTH, TX 76107-1360

Phone: (817) 814-2120

Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:

FORT WORTH ISD - DOT

DOT/#

2821 CULLEN ST

FORT WORTH, TX 76107

Phone: (817) 814-2200

Shipping Method:

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

K12 North Texas Account Team - Mike & Eric | (866) 301-5739 |
k12northtexas@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE PURCHASE OF REPLACEMENT POWER ADAPTERS FOR STUDENT AND TEACHER COMPUTER DEVICES**

BACKGROUND:

Power adapters are needed for student and teacher computer devices. This purchase includes chargers for middle school and high school student laptops, elementary students tablets and teacher laptops. These will be used to replace lost or damaged power adapters for all campuses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Replacement Power Adapters for Student and Teacher Computer Devices
2. Decline to Approve Purchase of Replacement Power Adapters for Student and Teacher Computer Devices
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Replacement Power Adapters for Student and Teacher Computer Devices

FUNDING SOURCE: *Additional Details*

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

COST:

\$504,000

VENDOR:

Apple Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative- Contract and Quote

Choice Partners – Contract Number 23/036SG-01

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

All Schools

RATIONALE:

Approval of this purchase will provide students and teachers with the accessories needed to keep computer devices charged and ready to be used for instruction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

Steve Wentz, Interim Chief Information Officer, Technology

Apple Inc. Education Price Quote

Customer: ACCTS PAYABLE DEPT/STE NW 140-E **Apple Inc:** Wes Culp
 FT WORTH INDEPENDENT SCHOOL 6900 W. Parmer Lane
 DIST ACCTS PAYABLE DEPT/STE NW Austin, TX 78729
 140-E email: wculp@apple.com
 Phone: 8178143011
 email: lenora.scales@fwisd.org

Apple Quote: 2212226910

Quote Date: Wednesday, August 30, 2023

Quote Valid Until: Friday, September 29, 2023

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

choice Partners #23/036SG-01

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	35W Dual USB-C Port Power Adapter Part Number MNWP3AM/A	4,000	\$59.00	\$0.00	\$59.00	\$236,000.00
2	USB-C Charge Cable (2m) Part Number MLL82AM/A	4,000	\$19.00	\$0.00	\$19.00	\$76,000.00
3	20W USB-C Power Adapter Part Number MHJA3AM/A	4,000	\$19.00	\$0.00	\$19.00	\$76,000.00
4	USB-C to Lightning Cable (2 m) Part Number MQGH2AM/A	4,000	\$29.00	\$0.00	\$29.00	\$116,000.00
Extended EDU List Price Total						\$504,000.00
Total Discount						\$0.00
Extended Discounted Price Subtotal						\$504,000.00
- Additional Tax						\$0.00
- Estimated Tax						\$0.00

Extended Discounted Total Price***\$504,000.00**

*In most cases Extended discounted Total price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2212226910. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, September 29, 2023 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000010190305

<https://ecommerce.apple.com>

Fax:

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**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

**TOPIC: **APPROVE ANNUAL MAINTENANCE RENEWAL FOR THE
DISTRICT’S ENTERPRISE RESOURCES PLANNING SYSTEM FOR
THE 2023 – 2024 SCHOOL YEAR****

BACKGROUND:

The annual maintenance of the District’s Enterprise Resource Planning (ERP) solution is due for renewal. The renewal is for the modules that will be used in the 2023 - 2024 school year and includes maintenance, support, and upgrades.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for the 2023 - 2024
2. Decline to Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for the 2023 - 2024
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for the 2023 – 2024

FUNDING SOURCE:

Additional Details

General Fund	199-53-6249-802-999-99-423-000000	\$611,062.50
	199-53-6299-001-750-99-431-000000.....	\$21,313.83

COST:

\$632,376.33

VENDOR:

Tyler Technologies, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
TIPS 210101

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

District - Wide

RATIONALE:

Approval of this item will allow the District to continue to receive support and maintenance for the ERP system during the 2023 - 2024 school year.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	195689	09/18/2023	1 of 3



To: FORT WORTH INDEPENDENT SCHOOL DISTRICT
 ATTN: ACCOUNTS PAYABLE
 100 NORTH UNIVERSITY DRIVE - SUITE 140E
 FORT WORTH , TX 76107
 United States

Ship To: FORT WORTH INDEPENDENT SCHOOL DISTRICT
 ATTN: ACCOUNTS PAYABLE
 100 NORTH UNIVERSITY DRIVE - SUITE 140E
 FORT WORTH , TX 76107
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2668	TIPS 210101	Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: MUNIS							
1 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	97,240.40	.00	97,240.40
2 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	22,309.08	.00	22,309.08
3 Renewal: SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	10,487.73	.00	10,487.73
4 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	28,071.49	.00	28,071.49
5 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	10,869.06	.00	10,869.06
6 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	9,152.04	.00	9,152.04
7 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	19,829.41	.00	19,829.41
8 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	24,405.43	.00	24,405.43
9 Renewal:	No	1	1	EA	10,487.73	.00	10,487.73



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	195689	09/18/2023	2 of 3

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months							
10	Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	24,405.43	.00	24,405.43
11	Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	24,405.43	.00	24,405.43
12	Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	16,778.73	.00	16,778.73
13	Renewal: SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	62,920.24	.00	62,920.24
14	Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	15,253.39	.00	15,253.39
15	Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	25,168.11	.00	25,168.11
16	Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	17,618.07	.00	17,618.07
17	Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	19,829.41	.00	19,829.41
18	Renewal: SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	8,389.38	.00	8,389.38
19	Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	17,618.07	.00	17,618.07
20	Renewal:	No	1	1	EA	6,355.59	.00	6,355.59



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	195689	09/18/2023	3 of 3

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months :							
21 Renewal: GUI UNLIMITED LICENSE SUPPORT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months :	No	1	1	EA	13,650.00	.00	13,650.00
22 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	24,705.86	.00	24,705.86
23 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
24 Renewal: SUPPORT & UPDATE LICENSING - ePROCUREMENT Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	11,356.51	.00	11,356.51
25 Renewal: TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
26 Renewal: TRANSPARENCY PORTAL Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	20,298.89	.00	20,298.89

Does not include any applicable taxes

Order Total: **601,605.48**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-433468	09/01/2023	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: FORT WORTH INDEPENDENT SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
100 NORTH UNIVERSITY DRIVE - SUITE 140E
FORT WORTH , TX 76107

Ship To: FORT WORTH INDEPENDENT SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
100 NORTH UNIVERSITY DRIVE - SUITE 140E
FORT WORTH , TX 76107

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
2668 - MAIN - MAIN	196269	TIPS 210101	USD	NET30	10/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: VersaTrans				
	VersaTrans TripTracker Extended Support	1	4,373.09	4,373.09
Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024				

****ATTENTION****

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	4,373.09
Sales Tax	\$0.00
Invoice Total	4,373.09

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RENEWAL OF SUPPORT AND MAINTENANCE FOR NETWORK LOAD BALANCING EQUIPMENT**

BACKGROUND:

The solution provides distributed access assurance for network resources. This solution ensures that no single system bears too much demand so that authorized users are not waiting in queue to access District applications. In addition, the extended service agreement provides technical support for this hardware for planned maintenance, software upgrades, and assistance in resolving any issues.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment
2. Decline to Approve Renewal of Support and Maintenance for Network Load Balancing Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Support and Maintenance for Network Load Balancing Equipment

FUNDING SOURCE: ***Additional Details***

General Fund 199-53-6399-814-999-99-562-000000

COST:

\$65,087.60

VENDOR:

Netsync

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
DIR-CPO-4430

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

District - Wide

RATIONALE:

Ensuring the District has high availability between two (2) data centers will improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations
Steve Wentz, Interim Chief Information Officer, Division of Technology

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ397952-05

Quote #:	AAAQ397952-05
Date:	08/10/2023
Valid for:	60 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District laura.mathews@fwisd.org 817.814.3055	Taylor Leger tleger@netsync.com 214-914-5333	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3Start Date: 12/01/2023End Date: 11/30/2024Serial #: f5-ypyw-ghyqCovered Prod: F5-BIG-BT-I5600	1	16,271.90	16,271.90
2.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3Start Date: 12/01/2023End Date: 11/30/2024Serial #: f5-qall-omvtCovered Prod: F5-BIG-BT-I5600	1	16,271.90	16,271.90
3.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3Start Date: 12/01/2023End Date: 11/30/2024Serial #: f5-gdnp-hgnxCovered Prod: F5-BIG-BT-I5600	1	16,271.90	16,271.90
4.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3Start Date: 12/01/2023End Date: 11/30/2024Serial #: f5-bmhk-brabCovered Prod: F5-BIG-BT-I5600	1	16,271.90	16,271.90

Notes: 220051441-148898-01

1YR
Netsync DIR-CPO-4430 | DIR-CPO-4430

Total	65,087.60
Tax/Vat	0.00
Shipping	21.00
Grand Total USD	65,087.60

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RENEWAL OF AZURE CLOUD CREDITS FOR DISTRICT INFRASTRUCTURE AND ACADEMIC SUPPORT**

BACKGROUND:

The District leverages Microsoft Azure cloud services, for its Disaster Recovery and Business Continuity. Azure is also leveraged to access District applications, and for students in the Career and Technical Education, or CTE, and advanced academic courses to have access to certifications, coding courses, and virtual desktops.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Azure Cloud Credits for District Infrastructure and Academic Support
2. Decline to Approve Renewal of Service Management System Approve Renewal of Azure Cloud Credits for District Infrastructure and Academic Support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Azure Cloud Credits for District Infrastructure and Academic Support

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-800-999-99-423-000000

COST:

\$480,000

VENDOR:

Cloud Unity

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

*Cooperative - Contract and Quote
21-091-C (Technology-Product Materials, Services, and Equipment)*

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

All Schools and District Administrative Offices

RATIONALE:

Renewal of this system will enable the Technology Department to continue to capture all technology assets within one (1) system while implementing automation for the discovery of assets on the District network.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations
Steve Wentz, Interim Chief Information Officer, Division of Technology



Cloud Unity
 6160 Warren Pkwy Ste 100
 Frisco, TX 75034
 info@cloudunity.com
 www.cloudunity.com

QUOTE

ADDRESS

Fort Worth Independent School District
 Administration Bldg.
 Technology Dept.
 7060 Camp Bowie West Blvd.,
 Ste. L1060
 Fort Worth TX 76116
 United States

QUOTE # 288

DATE 07/11/2023

EXPIRATION DATE 10/06/2023

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Azure Subscription Estimate	Fort Worth ISD - Azure Credits School Year 2023- 2024	480,000	1.00	480,000.00

Vendor #: 29405
 21-091-C Technology-Product Materials, Services, and Equipment

TOTAL

\$480,000.00

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE RATIFICATION FOR FLEET UNIFORMS

BACKGROUND:

In September 2020, the Board approved the Uniform Rental Program for Fleet Operations. At that time, the amount for the program was not-to-exceed of \$88,926.71. The amount spent as of today has exceeded the amount approved by the Board. Therefore, in an effort to keep continuity, the request is to increase the amount by \$8,000 for the remainder of the agreement. This will allow for the employees to continue to use the rental program of uniforms while a new bid is issued in the spring to determine the best price for uniforms and the service that the rental program offers.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for Fleet Uniforms
2. Decline to Approve Ratification for Fleet Uniforms
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification for Fleet Uniforms

FUNDING SOURCE: *Additional Details*

General Fund 199-34-6267-001-999-99-434-000000

COST:

Additional Not-to-Exceed.....\$8,000.00
Approved Not-to-Exceed.....\$88,926.71 (*September 22, 2020*)
Total Not-to-Exceed Amount.....\$96,926.71

VENDOR:

Cintas Corporation

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
Omnia R-BB-19002

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

Transportation
District Operations

RATIONALE:

Continuing the use of uniforms will help maintain continuity for fleet operations.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE PURCHASE OF KEY CABINETS

BACKGROUND:

To support operational efficiencies, the Maintenance Department is seeking approval to purchase three (3) key cabinets. The key cabinets provide a safe and secure method to access keys needed for maintenance service calls. The three (3) cabinets will be placed throughout the District to save time on accessing keys for service requests. The key cabinet supports a safe check-in and check-out method that is tied to the employees' access card to safely log the check-in and check-out for crucial use.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Key Cabinets
2. Decline to Approve Purchase of Key Cabinets
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Key Cabinets

FUNDING SOURCE: Additional Details

TRE	198-51-6399-001-999-99-434-000000- 198-51-6639-001-999-99-434-000000-
-----	--

COST:

\$99,469.33

VENDOR:

Safeware

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
Omnia Contract #4400008468

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

District Operations

RATIONALE:

The purchase of the key cabinets will support an efficient and safe way for maintenance to access keys needed for maintenance service requests.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, District Operations

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10003469	
Order Date	Page
06/21/2023 09:22:22	1 of 2

Quote Expires On: 10/15/2023

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 96197
 Fort Worth Independent School District
 Account6s Payable Department
 100 N. University, Suite NW 140-E
 Fort Worth , TX 76107-1300

Ship To:
 Fort Worth Independent School District
 3000 Shotts St.
 Fort Worth , TX 76107

817-814-2120

Requested By: Kevin Bentley

PO Number	Taker	Email
Traka Quote	Lori Orantes	lorantes@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		

Order Note: QTY (3) L Touch 180 with HID Prox reader
 changing from Genetec over to Avigilon
 2 year warranty included
 turnkey onsite installation, commissioning and additional training

1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
				1.0	For questions regarding this proposal Please contact: Peter Van Kirk Safeware, Inc. National Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
3.00	0.00	3.00	EA		TAA KD-9-00000	EA	30,412.58	91,237.74
					Safeware Catalog Price: 70,844.85		Contract Discount: 41%	Your Discount: 57.00%
				1.0	L Touch Pro 180 Key Position Cabinet w/Fingerprint Reader, Cable Seals, ID Tags, Clear Poly Door	1.0		
3.00	0.00	3.00	EA		TAA GP-2-0338	EA	280.00	840.00
					Safeware Catalog Price: 680.57		Contract Discount: 41%	Your Discount: 59.00%
				1.0	Traka Web Pro Plus - 1 yr Lic per Cabine	1.0		

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10003469	
Order Date	Page
06/21/2023 09:22:22	2 of 2

Quote Expires On: 10/15/2023

Contract No: OMNIA Contract #4400008468

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
1.00	0.00	1.00	EA		TAA GP-2-0131	EA	2,310.91	2,310.91
					Safeware Catalog Price:		11,652.54	Contract Discount: 41%
							Your Discount:	80.00%
		1.0			Traka Integration Engine	1.0		
					Required Plus a Commercial Module			
1.00	0.00	1.00	EA		TAA GP-2-10036-1	EA	5,080.68	5,080.68
					Safeware Catalog Price:		11,820.08	Contract Discount: 41%
							Your Discount:	57.00%
		1.0			New Deployment TrakaWEB Pro Plus	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
		1.0			OMNIA Contract #4400008468	1.0		
					Lead Agency: Fairfax County, VA			
					Public Safety and Emergency Preparedness			
					Standard freight within continental US is paid, all			
					HAZMAT or expedited freight will be billed.			
					*Register with OMNIA at			
					www.omniapartners.com/publicsector			

Total Lines: 6

SUB-TOTAL: 99,469.33

TAX: 0.00

AMOUNT DUE: 99,469.33

Actual freight added per freight terms

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE PURCHASE OF LANDSCAPING CONTRACTED SERVICES

BACKGROUND:

During the fiscal year 2023 - 2024, the District Operations Department (Department) will utilize the vendors listed below, awarded through purchasing cooperatives and competitive solicitation, to provide contracted services for grounds clean-up to supplement grounds-keeping tasks performed by the District’s Landscape Department across the District. The Department is requesting a not-to-exceed amount of \$800,000 based on previous annual expenditures.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Landscaping Contracted Services

FUNDING SOURCES: *Additional Details*

General Fund Department and campus Budgets as Determined

COST:

Not-to-Exceed - \$800,000

VENDORS:

The Paysage Group – *RFP #21-050; RFP #22-136;*
Turf and Soil Management - *RFP #22-136*
Sports Field Solutions – *BuyBoard #641-21, #705-23*

PURCHASING MECHANISMS:

Competitive Solicitation

Cooperative Agreement

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

The Paysage Group

Turf and Soil Management

Cooperative - Contract and Quote

Sports Field Solutions

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

District Operations

All Schools and Facilities

RATIONALE:

Approval of landscaping contracted services will ensure that District Operations maintains clean and safe grounds for students and staff at all District facilities during the 2023 - 2024 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: APPROVE REPAIRS TO DISTRICT FACILITY BACKFLOW PREVENTERS

BACKGROUND:

The City of Fort Worth requires annual testing of all backflow protection assemblies on commercial properties. Backflow preventers are installed to protect against health hazards. Fort Worth Independent School District (District) facilities have backflow preventer units installed to prevent drinking water from being contaminated due to backflow. In accordance with city water ordinances, yearly testing is required. If the device fails, the test repairs need to be done immediately or the water will be shut down for that particular facility. The testing mandates have recently changed, which has led to a larger than normal need to bring the units up to the “new” standard. As a result, the request to approve the repairs was identified through the backflow testing. The testing is being performed at all sites and once any issues have been identified this will allow for repairs to take place. Testing has been completed at 56 locations to help identify an average of repairs. Leadership is asking for approval on the anticipated cost to test and repair the remaining sites.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Repairs to District Facility Backflow Preventers
2. Decline to Approve Repairs to District Facility Backflow Preventers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Repairs to District Facility Backflow Preventers

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-932-999-99-501-000000

COST:

Not-to-Exceed - \$500,000

VENDOR:

1-A Services

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

RFP #22-136-B

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

District Operations

RATIONALE:

The City of Fort Worth spends millions of dollars to purify and treat water before it is delivered to the consumer. The city of Fort Worth also expends great effort protecting the water from the possibilities of contamination or pollution while it flows through the distribution system.

Water distribution systems are designed for one (1) way water flow, from the distribution system to the consumer. However, hydraulic conditions within the system may deviate from the “normal” conditions, causing water to flow in the opposite direction in unprotected systems. This is called backflow. As a condition of water service, city ordinances require all customers to install, maintain, and operate their piping and plumbing systems in accordance with the city’s Plumbing Code and its Environmental Protection and Compliance Ordinance No. 12274.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

**TOPIC: APPROVE TEMPORARY CONSTRUCTION EASEMENT AND
SANITARY SEWER EASEMENT AT BURTON HILL ELEMENTARY
SCHOOL FOR IMPROVEMENTS ON THE MAIN 199 C-R PARALLEL
INTERCEPTOR PROJECT**

BACKGROUND:

The City of Fort Worth has requested to acquire a portion of the Burton Hill Elementary School property located at 519 Burton Hill Road, 76114 for a pair of easements related to a sanitary sewer mainline installation. The first is a temporary easement to be in place only for the duration of the construction project. The second is a permanent sanitary sewer easement. The proposed project is necessary due to capacity issues with the existing wastewater collection system that serves western Fort Worth, White Settlement and Westworth Village. The location of the proposed permanent easement (.564 acres) at the eastern edge of the property will present negligible impact to ongoing and future utilization of the site. The City of Fort Worth has requested that the District donate the easement for the project(s).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project
2. Decline to Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not a Purchase

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

District Operations

RATIONALE:

The City of Fort Worth Water Department and the United States Army Corps of Engineers are coordinating a major upgrade to the wastewater collection system in western Fort Worth. Part of the pipeline project crosses a portion of the Burton Hill Elementary School property. These improvements will provide a benefit to the community and the School District, and there will not be an adverse impact to operations at the campus. It is recommended that Fort Worth ISD grant the relevant easements as described in the supporting documents.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations
Mike Naughton, Executive Director, Facility Planning and Rental

manholes, manhole vents, lateral line connections, pipelines, and junction boxes in, upon, under and across a portion of the Easement Property, more fully described in Exhibit A and Exhibit B attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, inspecting and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, retaining walls, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property but only to the extent that such surface improvements do not materially interfere with the rights granted hereunder. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Tract which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the easement granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement.

Under Chapter 21, Subchapter E of the Texas Property Code, as amended, the Grantor or the Grantor's heirs, successors, or assigns may be entitled before the 10th anniversary of the date of this acquisition to repurchase or request certain information about the use and any actual progress made toward the use for which this property interest was acquired through eminent domain, and the repurchase price will be the price the Grantee pays Grantor in this acquisition.

The person signing this document on behalf of the Grantor warrants that he or she has the legal authority to execute this permanent easement for the purposes and consideration therein expressed, and in the capacity therein stated, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the Grantor. Grantee is fully entitled to rely on this warranty and representation in accepting this permanent easement.

TO HAVE AND TO HOLD the above-described permanent easement, together with, all and singular, the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its heirs, successors and assigns, to warrant and forever defend, all and singular, the said easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This document may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument. When the context requires, singular nouns and pronouns include the plural.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR: **Fort Worth Independent School District**

By: _____

(Print Name) _____

(Title) _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Tobi Jackson, Board President of Fort Worth Independent School District, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of Fort Worth Independent School District and that they executed the same as the act of said entity for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of _____.

[SEAL]

Notary Public, State of Texas

ACCEPTED BY:

GRANTEE: City of Fort Worth

By: _____

(Print Name)_____

(Title)_____

APPROVED AS TO FORM AND LEGALITY

By: _____

(Print Name)_____

(Title)_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of the City of Fort Worth, a Texas home rule municipal corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Fort Worth and that they executed the same as the act of the City of Fort Worth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this date of _____.

[SEAL]

Notary Public, State of Texas

**M-199C-R PARALLEL RELIEF INTERCEPTOR FOR WEST FORK BASIN
CITY PROJECT NO. 100836
PARCEL 2 PSSE
519 BURTON HILL RD
TRACTS 87B, N. H. CARROL SURVEY, ABSTRACT NO. 264**

EXHIBIT "A"

Being a permanent sewer facility easement situated in the N. H. Carrol Survey, Abstract No. 264, City of Westworth Village, Tarrant County, Texas and being out of a remainder of a 15.94 acre tract of land (by deed) deeded to the Fort Worth Independent School District as recorded in Volume 2828, Page 601 of the Deed Records of Tarrant County, Texas, said permanent sewer facility easement being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod (controlling monument) found in the north line of said 15.94 acre tract of land, said 5/8 inch iron rod being the southeast corner of a 4.998 acre tract of land (by deed) deeded to William J. Klinedinst, Trustee of the Klinedinst Family Trust as recorded in Instrument No. D221189056 of the Official Public Records of Tarrant County, Texas, said 5/8 inch iron rod being the southwest corner of a 7.91 acre tract of land (by deed) deeded to Tarrant County Water Control and Improvement District Number One as recorded in Volume 4027, Page 687 of said Deed Records of Tarrant County, Texas, said 5/8 iron rod also being in the north right-of-way line of Aton Avenue (60.0' dedicated to the public use as a public road and thoroughfare as recorded in Volume 2828, Page 601 of said Deed Records of Tarrant County, Texas), from which a 1/2 inch iron rod (controlling monument) found for in interior corner in the east line of said 4.998 acre tract of land bears North 01 degrees 17 minutes 59 seconds West, a distance of 89.56 feet, said 1/2 inch iron rod being an exterior corner in the west line of said 7.91 acre tract of land; **THENCE** North 89 degrees 34 minutes 01 seconds East, with the north line of said 15.94 acre tract of land, with the north right-of-way line of said Aton Avenue and with the south line of said 7.91 acre tract of land, a distance of 333.23 feet to a point for the northeast corner of said 15.94 acre tract of land, said point being the northeast corner of said Aton Avenue, said point also being the northwest corner of a 9.44 acre tract of land (by deed) deeded to Tarrant County Water Control and Improvement District Number One as recorded in Volume 4043, Page 303 of said Deed Records of Tarrant County, Texas; **THENCE** South 00 degrees 48 minutes 23 seconds East, with the east line of said 15.94 acre tract of land, with the east right-of-way line of said Aton Avenue and with the west line of said 9.44 acre tract of land, a distance of 60.00 feet to a point for the southeast corner of said Aton Avenue; **THENCE** South 89 degrees 34 minutes 01 seconds West, with the south right-of-way line of said Aton Avenue, a distance of 249.79 feet to the **POINT OF BEGINNING** of the herein described permanent sewer facility easement;

THENCE South 26 degrees 07 minutes 59 seconds East, a distance of 462.69 feet to a point for corner;

THENCE North 89 degrees 16 minutes 12 seconds East, a distance of 51.85 feet to a point for corner in the east line of said 15.94 acre tract of land, said point being in the west line of said 9.44 acre tract of land;

**M-199C-R PARALLEL RELIEF INTERCEPTOR FOR WEST FORK BASIN
CITY PROJECT NO. 100836
PARCEL 2 PSSE
519 BURTON HILL RD
TRACTS 87B, N. H. CARROL SURVEY, ABSTRACT NO. 264**

THENCE South 00 degrees 48 minutes 19 seconds East, with the east line of said 15.94 acre tract of land and with the west line of said 9.44 acre tract of land, passing at a distance of 40.03 feet, a point for the southwest corner of said 9.44 acre tract of land and for an exterior corner in the north line of Lot 3, Block N of Sunset Acres Addition, an addition to the City of Westworth Village, Tarrant County, Texas as recorded in Volume 388-3, Page 49 of the Plat Records of Tarrant County, Texas, from which a 3/4 inch iron rod found for reference bears North 44 degrees 08 minutes 08 seconds West, a distance of 0.50 feet, in all, a distance of 40.31 feet to a point for the southeast corner of said 15.94 acre tract of land, said point being an interior corner in the north line of said Lot 3;

THENCE South 89 degrees 36 minutes 45 seconds West, with the south line of said 15.94 acre tract of land and with the north line of said Block N, a distance of 105.30 feet a point for an angle point in the south line of said 15.94 acre tract of land, said point being an angle point in the north line of Lot 1 of said Block N;

THENCE South 89 degrees 27 minutes 45 seconds West, with the south line of said 15.94 acre tract of land and with the north line of said Lot 1, a distance of 21.00 feet a point for the northwest corner of said Lot 1, said point being the northeast corner of Ansley Avenue (a 50' right-of-way) as shown on plat of said Sunset Acres Addition recorded in Volume 388-3, Page 49 of said Plat Records of Tarrant County, Texas;

THENCE North 01 degrees 12 minutes 05 seconds West, a distance of 104.84 feet a point for corner;

THENCE North 26 degrees 07 minutes 59 seconds West, a distance of 390.74 feet a point for corner in the south right-of-way line of said Aton Avenue;

THENCE North 89 degrees 34 minutes 01 seconds East, with the north right-of-way line of said Aton Avenue, a distance of 44.39 feet to the **POINT OF BEGINNING** and containing 24,555 square feet or 0.564 acres of land, more or less.

**M-199C-R PARALLEL RELIEF INTERCEPTOR FOR WEST FORK BASIN
CITY PROJECT NO. 100836
PARCEL 2 PSSE
519 BURTON HILL RD
TRACTS 87B, N. H. CARROL SURVEY, ABSTRACT NO. 264**

Notes:

- (1) A plat of even survey date accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.
- (3) Surveyed on the ground October 27, 2021.

Date: July 11, 2022



Jon L. Cooper
Registered Professional Land Surveyor
No. 5254
Gorrondonga & Associates, Inc.
2800 NE Loop 820, Suite 660
Fort Worth, Texas 76137
Texas Firm No. 10106900



EXHIBIT "B"

PARCEL No. 2 PSSE

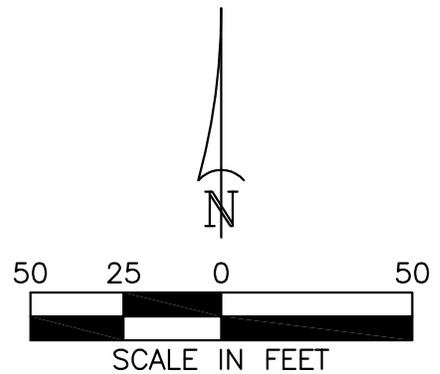
4.998 ACRES (BY DEED)
WILLIAM J. KLINEDINST, TRUSTEE
OF THE KLINEDINST FAMILY TRUST
INSTRUMENT NO. D221189056
O.P.R.T.C.T.

FOUND 5/8" IRON ROD
BEARS N 31°42'08"E 0.21'

FOUND 1/2" IRON
ROD (CONTROLLING
MONUMENT)

7.91 ACRES (BY DEED)
TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NUMBER ONE
VOLUME 4027, PAGE 687
D.R.T.C.T.

P.O.C.
FOUND 5/8" IRON ROD
(CONTROLLING MONUMENT)



N 01°17'59"W 89.56'

N 89°34'01"E 333.23'

ATON AVENUE

60.0' DEDICATED TO THE
PUBLIC USE AS A PUBLIC
ROAD AND THOROUGHFARE
VOLUME 2828, PAGE 601
D.R.T.C.T.

S 00°48'23"E 60.00'

N 89°34'01"E
44.39'

S 89°34'01"W 249.79'

P.O.B.

N. H. CARROL SURVEY
ABSTRACT NO. 264

PERMANENT SEWER
FACILITY EASEMENT
24,555 SQ. FT. OR
0.564 ACRES

S 26°07'59"E 462.69'
N 26°07'59"W 390.74'

REMAINDER OF
15.94 ACRES (BY DEED)
FORT WORTH INDEPENDENT
SCHOOL DISTRICT
VOLUME 2828, PAGE 601
D.R.T.C.T.

9.44 ACRES (BY DEED)
TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
NUMBER ONE
VOLUME 4043, PAGE 303
D.R.T.C.T.

MATCHLINE "A"

NOTES:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
3. SURVEYED ON THE GROUND OCTOBER 27, 2021.

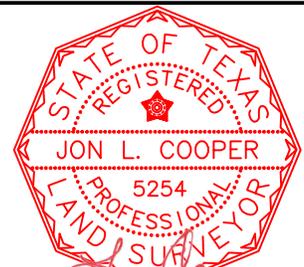


City of Fort Worth

200 TEXAS STREET • FORT WORTH, TEXAS 76102

M-199C-R PARALLEL RELIEF INTERCEPTOR FOR WEST FORK BASIN

PARCEL NO. 2 PSSE	CITY PROJ. NO. 100836
PERMANENT SEWER FACILITY EASEMENT	
OWNER: FORT WORTH INDEPENDENT SCHOOL DISTRICT	
SURVEY: N. H. CARROL SURVEY, ABSTRACT NO. 264	
LOCATION: WESTWORTH VILLAGE, TARRANT COUNTY, TEXAS	
ACQUISITION AREA: 24,555 SQUARE FEET OR 0.564 ACRES	
WHOLE PROPERTY ACREAGE: 14.069 ACRES (CALCULATED)	
JOB No. RJN_1801.00	DRAWN BY: JLC
DATE: JULY 11, 2022	EXHIBIT B PAGE 1 OF 2
CAD FILE: PARCEL 2-PSSE.DWG	SCALE: 1" = 50'

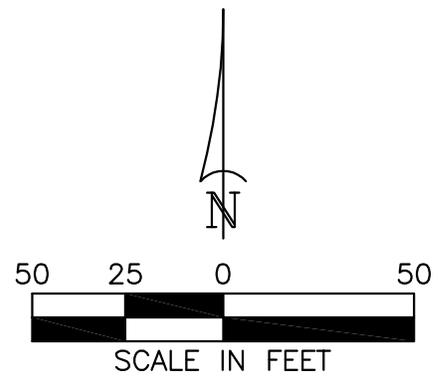
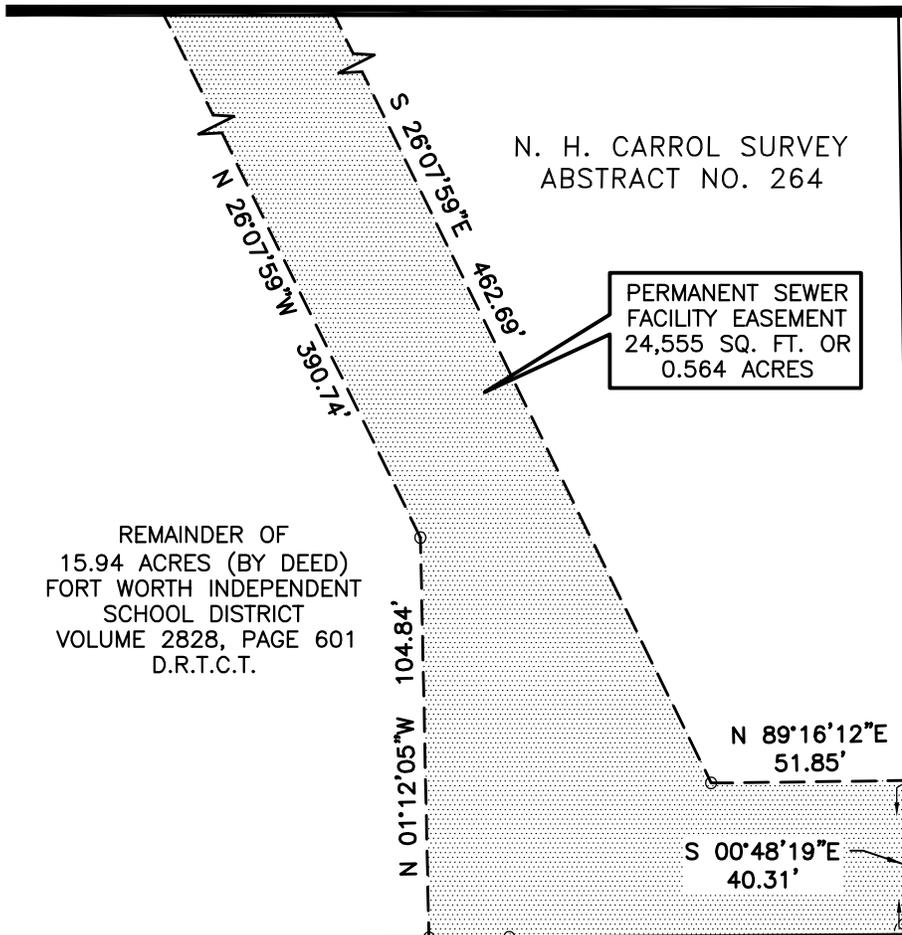


JON L. COOPER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5254 TEXAS FIRM No. 10106900

EXHIBIT "B"

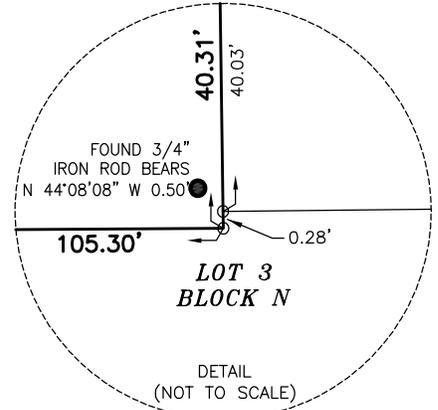
PARCEL No. 2 PSSE

MATCHLINE "A"

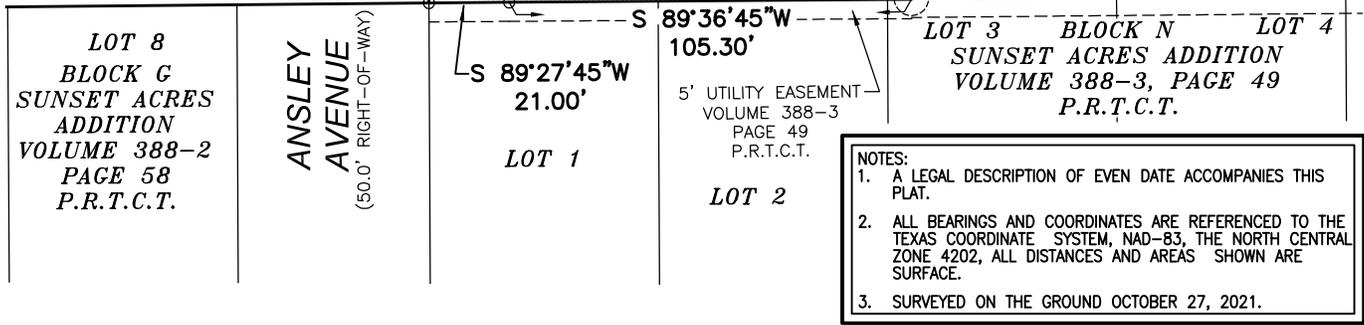


PERMANENT SEWER FACILITY EASEMENT
24,555 SQ. FT. OR
0.564 ACRES

REMAINDER OF
15.94 ACRES (BY DEED)
FORT WORTH INDEPENDENT
SCHOOL DISTRICT
VOLUME 2828, PAGE 601
D.R.T.C.T.



9.44 ACRES (BY DEED)
TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
NUMBER ONE
VOLUME 4043, PAGE 303
D.R.T.C.T.



- NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
 2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
 3. SURVEYED ON THE GROUND OCTOBER 27, 2021.



City of Fort Worth

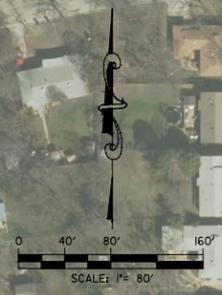
200 TEXAS STREET • FORT WORTH, TEXAS 76102

M-199C-R PARALLEL RELIEF INTERCEPTOR FOR WEST FORK BASIN

PARCEL NO. 2 PSSE	CITY PROJ. NO. 100836
PERMANENT SEWER FACILITY EASEMENT	
OWNER: FORT WORTH INDEPENDENT SCHOOL DISTRICT	
SURVEY: N. H. CARROL SURVEY, ABSTRACT NO. 264	
LOCATION: WESTWORTH VILLAGE, TARRANT COUNTY, TEXAS	
ACQUISITION AREA: 24,555 SQUARE FEET OR 0.564 ACRES	
WHOLE PROPERTY ACREAGE: 14.069 ACRES (CALCULATED)	



JOB No. RJN_1801.00	DRAWN BY: JLC	CAD FILE: PARCEL 2-PSSE.DWG	JON L. COOPER REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5254 TEXAS FIRM No. 10106900
DATE: JULY 11, 2022	EXHIBIT B PAGE 2 OF 2	SCALE: 1" = 50'	



Burton Hill
Elementary School

Proposed Interceptor

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR DAGGETT MONTESSORI IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Worth Heights Elementary School Replacement Campus with the following schedule of events:

First Advertisement	July 18, 2023
Second Advertisement	July 26, 2023
Pre-Proposal Conference	July 27, 2023
Deadline for Questions	July 28, 2023
Deadline to Receive Qualifications	August 08, 2023
Issue Step 2 to Short List (Schedule Interviews)	August 16, 2023
Receive Step 2	August 22, 2023
Interview Firms on Short List; Rank Submissions	August 25, 2023
Board Approval of CMAR Firm	September 26, 2023

The District received seven (7) Statements of Qualifications from the following Firms:

1. Construction Zone of Texas, LLC*
2. Fransen Pittman Construction Co., Inc.
3. Gliden Industries, LLC
4. McGough Construction + Post L JV*
5. Phillips/May Corporation*
6. SFP2 JV*
7. The Crowther Group*

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. After consideration, the top four (4) firms were selected to move on to the Step II process:

1. Construction Zone of Texas, LLC*
2. McGough Construction + Post L JV*
3. Phillips May*
4. SFP2 JV*

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where the four (4) top-ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Phillips/May Corporation*
2. Construction Zone of Texas*
3. McGough Construction + Post L JV*
4. SFP2 JV*

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services or Daggett Montessori Renovations (RFQ 24-003) in Conjunction with The 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services or Daggett Montessori Renovations (RFQ 24-003) in Conjunction with The 2021 Capital Improvement Program

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services or Daggett Montessori Renovations (RFQ 24-003) in Conjunction with The 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-B39-194-99-000-194101

COST:

Not-to-Exceed - \$58,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-003

Number of Bid/Proposals Received: 7

Number of Compliant Bid/Proposals Received: 7

Joint Venture Firms: 2

HUB Firms: 5

**Denotes a HUB Firm*

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program

Daggett Montessori

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

CONSENT AGENDA ITEM
BOARD MEETING
June 27, 2023

**TOPIC: **APPROVE ROOF REPLACEMENT AND GYM FLOOR REPLACEMENT
AT MORNINGSIDE MIDDLE SCHOOL****

BACKGROUND:

The hailstorm in March 2023 significantly damaged the single ply roof at Morningside Middle School and caused structural damage to the roof and damage to the school in multiple areas, including the competition gym hardwood floor. Both the roof and the flooring in the gym were damaged beyond repair and require complete replacements. Leadership is asking to replace the roof and gym floor at Morningside Middle School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Roof Replacement and Gym Floor Replacement at Morningside Middle School
2. Decline to Approve Roof Replacement and Gym Floor Replacement at Morningside Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Roof Replacement and Gym Floor Replacement at Morningside Middle School

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-938-999-99-451-000000

COST:

\$99,268 - Ponder Company, Inc
\$844,850 - Tri-Lam Roofing & Waterproofing

Grand Total - \$944,118

VENDORS:

Ponder Company, Inc.
Tri-Lam Roofing & Waterproofing

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

Morningside Middle School
District Operations

RATIONALE:

Due to the severe water damage, both the roof and the gym floor at Morningside Middle School need to be replaced.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
September 26, 2023**

**TOPIC: APPROVE BUDGET AMENDMENT CARRY-FORWARD FOR
PURCHASE ORDERS AND TAX RATIFICATION ELECTION (TRE)
BALANCES**

BACKGROUND:

Learning and Leading Network I and the Divisions of Maintenance/Operations and Technology, embarked on several major projects during the 2022-2023 school year. In order to maintain the planned budget for 2023-2024, the Divisions are requesting funding for General Fund carry-forward purchase orders totaling \$11.3M and TRE purchase orders totaling \$14.4M. These projects are affected by delays in delivery of equipment and/or supplies due to the supply chain constraints.

Also, included is the \$7.9M for the District Service Center building and the TRE carry-forward budget balances of \$17.1M, which are already included in fund balance.

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 Carry-Forward for Purchase Orders and Tax Ratification Election (TRE) Balances
2. Decline to Approve Budget Amendment Carry-Forward for Purchase Orders and Tax Ratification Election (TRE) Balances
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment Carry-Forward for Purchase Orders and Tax Ratification Election (TRE) Balances

FUNDING SOURCE: Additional Details

General Fund	\$19,239,171
TRE	\$31,481,937

COST:

\$50,721,108

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

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, Chief Financial Officer, Business and Finance

		August 31, 2023 Budget Amendment		
		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 198 - TRE carry-forward balances_Visual & Performing Arts, Technology and Maintenance & Operations	3,952,979		
	Fund 198 - TRE carry-forward PO's_Visual & Performing Arts, Technology and Maintenance & Operations	4,661,171		
	Fund 199 carry-forward PO's_Technology, Learning & Leading Network I	8,529,252		
	Overall effect on Function 11	17,143,402	0	17,143,402
21	Fund 198 - TRE carry-forward balance _Visual & Performing Arts	10,218		
	Overall effect on Function 21	10,218	0	10,218
34	Fund 198-TRE carry-forward balance_Transportation	10,631,443		
	Fund 198-TRE carry-forward PO's_Transportation	5,900,386		
	Overall effect on Function 34	16,531,829	0	16,531,829
36	Fund 198-TRE carry-forward balance_Athletics	380,610		
	Fund 198-TRE carry-forward PO's_Athletics	109,418		
	Overall effect on Function 36	490,028	0	490,028
41	Fund 199-decrease fund balance for already assigned	5,250		
	Overall effect on Function 41	5,250	0	5,250
51	Fund 198-TRE carryforward balances_Technology, Transportation and Maintenance & Operations	1,426,890		
	Fund 198-TRE carry-forward PO's_Technology and Maintenance & Operations	1,600,610		
	Fund 199 carry-forward PO_Technology and Maintenance & Operations	995,141		
	Overall effect on Function 51	4,022,641	0	4,022,641
52	Fund 198-TRE carry-forward balance_Safety & Security	362,795		
	Fund 198-TRE carry-forward PO's_Safety & Security	12,028		
	Overall effect on Function 52	374,823	0	374,823
53	Fund 198-TRE carry-forward balance _Technology	310,333		
	Fund 198-TRE carry-forward PO's_Technology	1,705,076		
	Fund 199 carry-forward PO _Technology	1,789,533		
	Overall effect on Function 53	3,804,942	0	3,804,942
81	Fund 198-TRE carry-forward PO's_Transportation and Maintenance & Operations	431,601		
	Fund 199-decrease fund balance for already assigned	7,906,374		
	Overall effect on Function 81	8,337,975	0	8,337,975
	Total	50,721,108	0	50,721,108

**General Fund
Budget Amendment
2023-2024**

	Consolidated General Fund 2023-2024 Adopted Budget	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 8/31/2023
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$519,067,626	\$0	\$519,067,626
5800 State Revenue	\$265,550,256	\$0	\$265,550,256
5900 Federal Revenue	\$16,385,807	\$0	\$16,385,807
7900 Other Sources	\$500,000	\$0	\$500,000
Total Revenue & Other Sources	\$801,503,689	\$0	\$801,503,689
<u>EXPENDITURES</u>			
11 Instruction	\$452,855,627	\$17,143,402	\$469,999,029
12 Instruction Resources and Media Services	\$12,043,156	\$0	\$12,043,156
13 Curriculum and Instructional Staff Development	\$12,911,081	\$0	\$12,911,081
21 Instructional Administration	\$16,651,180	\$10,218	\$16,661,398
23 School Administration	\$52,725,631	\$0	\$52,725,631
31 Guidance and Counseling Services	\$46,782,032	\$0	\$46,782,032
32 Social Work Services	\$4,924,376	\$0	\$4,924,376
33 Health Services	\$13,018,700	\$0	\$13,018,700
34 Student Transportation	\$22,731,086	\$16,531,829	\$39,262,915
35 Food Services	\$426,614	\$0	\$426,614
36 Cocurricular/Extracurricular Activities	\$20,321,670	\$490,028	\$20,811,698
41 General Administration	\$26,130,271	\$5,250	\$26,135,521
51 Plant Maintenance and Operations	\$97,511,340	\$4,022,641	\$101,533,981
52 Security and Monitoring Services	\$15,788,569	\$374,823	\$16,163,392
53 Data Processing Services	\$30,928,534	\$3,804,942	\$34,733,476
61 Community Services	\$5,146,066	\$0	\$5,146,066
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$1,500,000	\$8,337,975	\$9,837,975
91 Contracted Instructional Services between Public Schools	\$8,422,002	\$0	\$8,422,002
95 Payments to Juvenile Justice Alt Ed Program	\$45,000	\$0	\$45,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,963,095	\$0	\$2,963,095
Total Budgeted Expenditures	\$846,826,030	\$50,721,108	\$897,547,138
Total Deficit	(\$45,322,341)	(\$50,721,108)	(\$96,043,449)
Beginning Fund Balance (Unaudited - Estimated)	408,517,736		408,517,736
Fund Balance-Ending (Unaudited)	\$363,195,395	(\$50,721,108)	\$312,474,287

ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE PURCHASE OF ADDITIONAL STUDENT TECHNOLOGY DEVICES AND CASES**

BACKGROUND:

The Board approved laptops for teachers and high school students at the February 2022 Board meeting. This request for additional laptops for high school will allow the District to have devices in stock to accommodate the fluctuation in student enrollment and have a reserve of devices as replacements when devices are damaged or lost. This purchase will ensure all students always have access to a working device.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Additional Student Technology Devices and Cases
2. Decline to Approve Purchase of Additional Student Technology Devices and Cases
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Additional Student Technology Devices and Cases

FUNDING SOURCE: **Additional Details**

General Fund	199-11-6396-001-XXX-11-423-000000
	199-11-6399-001-XXX-11-423-000000
	199-53-6396-800-999-99-423-000000
	199-53-6399-800-999-99-423-000000

COST:

\$1,365,489.80

VENDOR:

Apple, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative

Choice Partners Contract #23/036SG-01

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

High Schools

RATIONALE:

Approval of this request will allow the District to have additional high school devices on hand as needs arise.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

Steve Wentz, Interim Chief Information Officer, Technology

Apple Inc. Education Price Quote

Customer:	ACCTS PAYABLE DEPT/STE NW 140- E FT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE DEPT/STE NW 140-E Phone: 817-814-4343	Apple Inc: Wes Culp 6900 W. Parmer Lane Austin, TX 78729 email: wculp@apple.com
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Apple Quote: 2212235322

Quote Date: Tuesday, September 05, 2023

Quote Valid Until: Thursday, September 28, 2023

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

choice Partners #23/036SG-01

All items included on this quote must be ordered to achieve discount.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 256GB - Space Gray (Packaged in a 5-pack) Part Number MQTX3LL/A	1,340	\$879.00	\$180.00	\$699.00	\$936,660.00
2	4-Year AppleCare+ for Schools - MacBook Air (no service fees) Part Number S8245LL/A	1,340	\$229.00	\$30.00	\$199.00	\$266,660.00
3	Brenthaven 360 case for MacBook Air 13-in. (M1) - Special 5-pack Pricing (contains qty. 5 HPUR2VC/A) Part Number BTHG2LL/A	268	\$224.75	\$67.40	\$31.47	\$42,169.80
	Brenthaven 360 case for MacBook Air 13-in. (M1) Part Number: HPUR2VC/A Quantity: 1,340					
4	Logitech Rugged Combo 3 Touch Case with Integrated Smart	1,600	\$99.95	\$24.95	\$75.00	\$120,000.00

**Connector Keyboard and
Trackpad for 10.2-inch iPad (7th,
8th & 9th generation) – Blue**
Part Number HPN12ZM/A

Extended EDU List Price Total	\$1,704,873.00
Total Discount	\$339,383.20
Extended Discounted Price Subtotal	\$1,365,489.80
- Additional Tax	\$0.00
- Estimated Tax	\$0.00
Extended Discounted Total Price*	\$1,365,489.80

*In most cases Extended discounted Total price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2212235322. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
- APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Thursday, September 28, 2023 UNLESS APPLE WITHDRAWS IT BEFORE

YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.

- APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 2302347
Opportunity ID: 18000010227651
<https://ecommerce.apple.com>
Fax:

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Document rev 10.6.1

Date of last revision – June 20th, 2016

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
TIPS 230204

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

Transportation

RATIONALE:

The purchase of these buses will help replace an aging bus line and provide a more efficient vehicle. Newer vehicles provide cleaner emissions and help reduce the risk of breaking down to provide safer and cleaner methods of transporting Fort Worth ISD students.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, District Operations

August 28, 2023
Fort Worth ISD
Contact: Anthony Sims
Email: anthony.sims@fwisd.org

Quote: **A052823-1**

TIPS # 230204

2024 International IC RE Flat Nose 76 Passenger Yellow School Bus (QTY 10)

Cummins 9L Diesel Rear Engine
Allison HD Transmission
Air Brakes
Rear Air Ride Suspension
New A/C System with 3-Year Warranty
3-Point Seat Belts
Free School Lettering
LED Lights
Full Factory Warranty

Price = \$173,900.00 Each x 10 = Total \$1,739,000.00 **FOB: National Bus Sales (Tulsa, Ok)**
Delivery @ \$2.50 per mile x 280 = \$700.00 x 10 = Total \$7,000.00

Total Price delivered to district = \$1,746,000.00

10 Units On the Ground and Available Now!

I am grateful for the opportunity to earn your business and if you have any questions, please feel free to contact me anytime at 1-800-475-1439 EXT 309 on my cell 918-805-2226 or [mail to:gary@nationalbus.com](mailto:gary@nationalbus.com)

Sincerely,
Gary Guest
Regional Sales Manager

*All vehicles are subject to prior sale, unless secured by deposit or P.O.
*Quote valid for 15 days
** Texas State Bill SB693 allows for OPT-OUT at Public Board meeting due to budgetary constraints

"Your transportation needs may change, our resolve to help will not."

ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RATIFICATION FOR ALTERNATIVE STUDENT SHUTTLE SERVICES**

BACKGROUND:

Leadership is requesting to approve alternative student shuttle services used to transport the McKinney-Vento students. Shuttle services began in August 2023; therefore, a request to ratify the expense is being made. The number of participating students has increased to 100 students and continues to grow. The request is to not-exceed \$1,000,000 for the 2023 - 2024 school year.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for Alternative Student Shuttle Services
2. Decline to Approve Ratification for Alternative Student Shuttle Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification for Alternative Student Shuttle Services

FUNDING SOURCE: *Additional Details*

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

COST:

Not-to-Exceed - \$1,000,000

VENDOR:

EverDriven (ALC Schools)

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
Omnia – Contract #R190401

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

All Campuses

RATIONALE:

The approval of this shuttle service will support the transportation needs of the McKinney Vento students during the 2023 - 204 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

EXHIBIT A
Scope of Work

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

2. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

3. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

4. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

5. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

6. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random,

reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$69.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$30.00
Ferry/Toll Fee (per trip)	Market Rate
No Show or Late Cancel	Full Price of Trip

Fuel Surcharges

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: APPROVE SUPERINTENDENT, OR DESIGNEE, TO ENTER INTO A CONTRACT FOR A DISTRICT FACILITY MASTER PLAN

BACKGROUND:

The Fort Worth Independent School District (FWISD) is committed to the ongoing development of a district-wide Facility Master Plan using data-based planning tools for future facility-related decisions. Pursuant to the provisions of Texas Education Code (TEC), section 44.0313, FWISD issued a Request for Proposals (RFP) to select, via a one-step process, a firm to assess the condition of District facilities, engage community stakeholders, and develop recommendations for a district-wide facility plan, with the following schedule of events.

RFP Issued	May 12, 2023
Deadline for Questions	May 18, 2023
Deadline for Submissions	June 1, 2023
Deadline for Scoring Submissions	June 13, 2023
Interview Vendors	July 24, 2023
Board Approval of Facility Master Plan Firm	September 26, 2023

The District received four (4) qualified proposals and interviewed the top three (3) from the following firms:

1. Hoar Program Management, LLC
2. MGT of America Consulting, LLC
3. Facilities Optimization Solutions, LLC
4. Woolpert, Inc.

In accordance with TEC, section 44.0313, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or the contract is rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Superintendent, or Designee, to Enter Into a Contract for a District Facility Master Plan
2. Decline to Approve Superintendent, or Designee, to Enter Into a Contract for a District Facility Master Plan

3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Superintendent, or Designee, to Enter Into a Contract for a District Facility Master Plan.

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6291-B49-918-99-000-000000

COST:

Not-to-Exceed - \$2,075,000

VENDOR:

Hoar Program Management, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

District – Wide

RATIONALE:

Utilizing an outside firm to assist with the district-wide facility master plan will provide fact-based planning tools for future facility-related decisions that is also consistent with and is supportive of the academic mission of FWISD. The firm will conduct a condition assessment, assist with prioritization, create an overall facility master plan, and provide information that supports renovation, repurposing and/or construction of current and/or new facilities, in a collaborative and transparent manner to support the success of all our students. The firm’s input will add to the operational effectiveness and efficiency of the District.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, District Operations

ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023

TOPIC: **APPROVE RESOLUTION CALLING FOR A STUDY OF SCHOOL BUILDING CAPACITY**

BACKGROUND:

Many District facilities are underutilized due to declining student enrollment. A comprehensive study of school capacities in support of a Long-Range Facilities Master Plan will enable the District to continue to address issues related to development, efficiency, and the infrastructure needed to provide optimal learning environments for students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution Calling for a Study of School Building Capacity
2. Decline to Approve Resolution Calling for a Study of School Building Capacity
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution Calling for a Study of School Building Capacity.

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

All District Facilities

RATIONALE:

A capacity study will provide the District with recommendations to address both under-enrolled and overcrowded schools, ensuring that facilities are utilized efficiently. The study and subsequent recommendations will supplement the District's ongoing capital planning, pyramid planning, and strategic real estate planning efforts.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

Fort Worth Independent School District

Resolution on Facilities Planning and Development: Calling for a Study of School Building Capacity

WHEREAS the Fort Worth Independent School District (“District”) is committed to preparing ALL students for success in college, career, and community leadership;

WHEREAS, with nearly 71,000¹ students, the District enjoys a diverse student population and strong community partnerships. Under the leadership of the District Board of Education (the “Board”) and the Superintendent, the District is undergoing a series of initiatives that will redesign, transform, and revitalize District schools;

WHEREAS, in Fort Worth, the District, community organizations, and individuals come together and listen and learn from each other with the goal of improving student outcomes in every school and in every zip code;

WHEREAS, in pursuit of these aspirations the Board has clear goals and guardrails to guide District staff;

WHEREAS, the District will soon embark on a strategic planning process that will unite the District in its effort to meet the Board’s goals, while embracing their guardrails;

WHEREAS, one fundamental strategy is to develop a new Facilities Master Plan to serve students, teachers, school leaders, staff, and the community;

WHEREAS, the Facilities Master Plan will be informed by evidence, including quantitative and qualitative data, so as a District we can assure our community that we are approaching our best hopes to thrive;

WHEREAS, since 2016², the District’s enrollment has declined steadily, from 87,233 to 72,783 in 2023, or a total of 14,450 students;

WHEREAS, data has tied this decrease in enrollment not only to demographic trends but also to regional shortages of housing options for young families and the proliferation of charter schools;

WHEREAS, over the last seven years, the District has decreased the number of schools it operates, but not in proportion to its declining enrollment;

WHEREAS, the District has a functional school capacity for as many as 90,000 students and a projected enrollment of 70,675 students, with vacant space representing a significant underutilization of District assets;

¹ September 5, 2023 FOCUS District report

² 2016 TAPR Data & 2023 PEIMS 1st Submission

WHEREAS, maintaining excess facilities and excess facility square feet even while enrollment steadily decreases means that individual schools, especially those in neighborhoods where enrollment is steadily decreasing, have smaller and smaller student bodies;

WHEREAS, smaller schools are more expensive to operate, creating an inequitable distribution of financial resources between smaller schools and larger schools;

WHEREAS, smaller schools are less able to provide adequate academic program offerings, even as they are more expensive to operate, creating an inequitable distribution of academic program resources between small schools and large schools, including, but not limited to:

- split grade classrooms, or classes of mixed subjects or content;
- teachers with no grade level or subject area partners to grow with and share responsibilities;
- teachers burdened with too many course preparations;
- fewer security, mental health, and other support personnel; and
- fewer electives or academic choice opportunities, including extra-curricular activities.

THEREFORE, BE IT RESOLVED,

The Superintendent and District staff are directed to complete a study of excess capacity in the District's school buildings to assess each school's staffing levels and programming and maintenance conditions in order to determine the District's ability to deliver on the expectations of the Board and community. This study shall include rightsizing recommendations that aim to address the inequitable distribution of resources among schools and create improved opportunities for all District students to attend a thriving school.

The study will analyze at least the following factors and their alignment with the Board's goals and the community's expectations:

- Educational programming;
- Operating costs;
- Per pupil costs;
- Staffing structures;
- Student dislocation;
- Building capacity;
- Projected enrollment;
- Desirability of the site;
- Building and property condition;
- Life expectancy of the building; and
- Community use of the facility and historical context.

Prior to the publication of the study, the District will present a decision framework composed of these factors to the District Advisory Committee as well as the general District community in a series of regional meetings. At those meetings, District staff will present the factors along with a preliminary analysis before making any recommendations to the Board.

After this round of preliminary feedback, the District will prepare a draft of the study, which shall include its initial rightsizing recommendations, and share it with the Board, school staff, and school families, as well as offer presentations to the community in a series of regional meetings.

Notification of the initial rightsizing recommendation will be shared first and directly with impacted school staff, families, and area elected officials.

Prior to enacting any approved rightsizing recommendation, the District shall establish a Rightsizing Transition Team the purpose of which shall be to support students, families, and staff through the rightsizing process.

Following the initial rightsizing recommendation, the District shall prepare a final report, including rightsizing recommendations, and present it to the Board.

The above Resolution, being read, 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 26th day of September, 2023.

Dr. Camille Rodriguez, President
Board of Education
Fort Worth Independent School District

ATTEST:

Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District

ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023

**TOPIC: **APPROVE RATIFICATION OF JOB ORDER CONTRACT FOR
EMERGENCY REPAIRS AT MORNINGSIDE MIDDLE SCHOOL****

BACKGROUND:

The hailstorm in March 2023 significantly damaged the single-ply roof at Morningside Middle School over numerous areas. The damage caused water leaks across the building including the competition gym hardwood floor.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Job Order Contract for Emergency Repairs at Morningside Middle School
2. Decline to Approve Ratification of Job Order Contract for Emergency Repairs at Morningside Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Job Order Contract for Emergency Repairs at Morningside Middle School

FUNDING SOURCES: Additional Details

CIP 2021	661-81-6629-C41-054-99-000-054312
CIP 2021	661-81-6629-J41-054-99-000-054312

COST:

\$1,421,626.98

VENDOR:

SDB Contracting Services *

**Denotes a HUB Firm*

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-086

Number of Bid/Proposals Received: 18

HUB Firms: 7

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Business and Finance
Capital Improvement Program
District Operations
Morningside Middle School

RATIONALE:

In accordance with Texas Education Code paragraph 44.031, subchapter b. purchases; contracts,

(h) If school equipment, a school facility, or a portion of a school facility [or a part of a school facility or personal property] is destroyed, severely damaged, [as a result of an unforeseen catastrophe or emergency undergoes major operational or structural failure,] or experiences a major unforeseen operational or structural failure and the board of trustees determines that the delay posed by the contract methods required by this section would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or portion of the school facility may be made by a method other than the methods required by this section.

In accordance with Board Policy CH(LOCAL), the Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds \$50,000.

INFORMATION SOURCE:

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

**ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023**

**TOPIC: APPROVE CLOSEOUT CONTRACT WITH JE DUNN -
PHILLIPS/MAY JV AND AUTHORIZE FINAL PAYMENT IN
CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT
PROGRAM**

BACKGROUND:

On July 16, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, JE Dunn - Phillips/May JV for pre-construction services for Job No. 009-202 (CMAR RFQ #19-092), Polytechnic High School. On August 13, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included a new addition of science classrooms and labs and Fine Arts addition. Common spaces were renovated to create collaboration spaces for learning and student interaction. Moderate renovations were applied to various locations within the school to meet the 21st-century learning model. Renovations also included repurposing space to support Career and Technical Education.

Original Contract with Guaranteed Maximum Price:	\$41,955,000.00	Original Substantial Completion Date:	April 27, 2022
Final Deductive Change Order No. 2:	(\$133,891.03)	Increase of 254 Days	
Final Contract Amount:	\$41,821,108.97	Final Substantial Completion Date:	January 6, 2023
Previously Paid:	(\$38,952,394.79)		
Final Payment Due:	\$2,013,714.21		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with JE Dunn - Phillips/May JV for Job and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with JE Dunn - Phillips/May JV for Job and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH S&P AND POST L, A JOINT VENTURE AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On May 14, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, S&P and Post L, A Joint Venture for pre-construction services for Job No. 016-212 (CMAR RFQ #19-023), O.D. Wyatt High School. On July 16, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included a renovation of the school’s common spaces creating collaboration spaces for learning and student interaction. Moderate renovations were applied to various locations within the school to meet the 21st century learning model. Renovations included repurposing space to support Career and Technical education. On January 25, 2022, the Board of Education approved Change Order No. 1 to install new cabling at O.D. Wyatt High School.

Original Contract with Guaranteed Maximum Price:	\$33,945,123.00	Original Substantial Completion Date:	March 12, 2022
Change Order No. 1:	\$347,136.55		
Final Deductive Change Order No. 2	(\$301,134.38)	Increase of 152 Days	
Final Contract Amount:	\$33,991,125.17	Final Substantial Completion Date:	August 11, 2022
Previously Paid:	(\$32,291,568.88)		
Final Payment Due:	\$1,677,418.79		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with S&P and Post L, A Joint Venture for Job and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with S&P and Post L, A Joint Venture for Job and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**ACTION AGENDA ITEM
BOARD MEETING
September 26, 2023**

**TOPIC: **APPROVE CLOSEOUT CONTRACT WITH SFP² JV, LLC AND
AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017
CAPITAL IMPROVEMENT PROGRAM****

BACKGROUND:

On June 11, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, SFP² JV, LLC for pre-construction services for Job No. 002-102 (CMAR RFQ #19-101), Arlington Heights High School. On August 13, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included a three (3) story, 45,000 square-foot science addition and a 4,800 square-foot agriculture facility with numerous renovations for the Career and Technical Education, or CTE, Junior Reserves Officers Training Corps, or JROTC, Media Center, Art, Choir, Band, and Dance areas. In addition, common spaces were renovated to create collaboration spaces for learning and student interaction.

Original Contract with Guaranteed Maximum Price:	\$41,551,878.00	Original Substantial Completion Date:	March 30, 2022
Final Deductive Change Order No. 1:	(\$1,655,544.03)	Increase of 195 Days	
Final Contract Amount:	\$39,896,333.97	Final Substantial Completion Date:	October 11, 2022
Previously Paid:	(\$37,928,012.96)		
Final Payment Due:	\$1,968,321.01		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with SFP² JV, LLC and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with SFP² JV, LLC and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

Statutory Requirements

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

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

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

“This notice is posted and filed in compliance with the Open Meetings Law on September 19, 2023, at 5:00 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**