

*Board of Education
Regular Meeting
February 25, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on February 25, 2020 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 Board Complex, 2903 Shotts Street, Fort Worth, Texas. 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.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES** - Edward J. Briscoe Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Parent Recognition - Cesar Chavez Elementary School
4. **PUBLIC COMMENT**
5. **REPORTS/PRESENTATIONS**
 - A. Texas Academic Performance Report
6. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
7. **DISCUSSION OF AGENDA ITEMS**
8. **CONSENT AGENDA ITEMS**

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

 - A. Board of Education Meeting Minutes 5
 1. January 28th, 2020 - Regular Meeting 7
 2. February 11th, 2020 - Regular Meeting 16
 - B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More

1. Approve Annual Renewal for Maintenance and Support of the Student Information System	23
2. Approve Replacement of HVAC Chillers at Jacquet Middle School	26
3. Approve Purchase of Network Electronics and Services for High School Network Upgrades (E-Rate Eligible)	35
4. Approve the Interlocal Agreement Between Fort Worth ISD and Region 10 Multi-Region Purchasing Cooperative for the Participation in the National School Lunch Program for 2020-2021	38
C. Approve Budget Amendment for the Period Ended January 31, 2020	51
D. Approve Appraisers for the T-TESS Appraisal System Certified Since October 22, 2019	57
E. Approve First Reading-Revisions to Board Policies: BBB, BBE, BDD, BE, BED, BJCD, EFD, AND ELA(LOCAL)	61
F. Approve Minutes from the January 17, 2020 Board Policy Committee	93
G. Approve Budget for the Teaching and Learning Center Interior and Exterior Signage and Phase I Furniture, Fixtures and Equipment Refresh	96
H. Approve Amendments to the Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy & Policy at the University of Texas at Austin OnRamps	98
I. Approve License Agreement with Texas Christian University for the 2020 Graduation Ceremonies	104
J. Approve Ratification of the Electric Delivery Company Easement and Right-Of-Way Agreement for Benbrook Middle/High School Addition/Renovation Job No. 071-102 in Conjunction with the 2017 Capital Improvement Program	124
K. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Western Hills High School Job #015-202 in Conjunction with the 2017 Capital Improvement Program	126
L. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Diamond Hill-Jarvis High School Job #004-201 in Conjunction with the 2017 Capital Improvement Program	128
M. Approve Stormwater Facility Maintenance Agreement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program	130
N. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for North Side High School Job #008-203 in Conjunction with the 2017 Capital Improvement Program	132
O. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Southwest High School Job #014-212 in Conjunction with the 2017 Capital Improvement Program	134

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

10. EXECUTIVE SESSION

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

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

- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

12. ACCEPT CONSENT AGENDA

13. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel

14. ACTION AGENDA ITEMS

- A. Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Campus Turnaround Plans for Morningside Middle School, J. Martin 136
Jacquet Middle School and Leonard Middle School for School Years 2020-2021 and 2021-2022
- E. Approve Pyramid Re-Alignment and Subsequent Boundary and Attendance Zone 181
Changes
- F. Approve Board Resolution and Contract of Sale to Purchase 27+/- Acre Parcel in the 185
John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas
- G. Consider the Level III Grievance of Keith Christmas (convene in closed session, if necessary)
 - 1. 10 Minutes - Presentation by Employee and/or Representative
 - 2. 10 Minutes - Presentation by District Representative
 - 3. 10 Minutes - Questions from Board Members
 - 4. 15 Minutes - Board Deliberation (in closed session)
 - 5. 5. Render Decision, if any, on the Level III Grievance (in open session)

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

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on January 28, 2020.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on January 23, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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 January 23, 2020 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JANUARY 28, 2020

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on January 23, 2020 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on January 23, 2020.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
David Johnson, Interim Chief Financial Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management

Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES - Glen Park Elementary

Principal Ellen Verrault introduced students and recognized school staff and parents who were present.

Mrs. Tobi Jackson made comments.

3. RECOGNITIONS

A. Recognition of Students Performing and Greeting Prior to the Meeting

The Army JROTC from Southwest High School were the greeters this evening.

Students from Glen Park Elementary School performed prior to the meeting.

B. Parent Engagement Recognition - A.M. Pate Elementary

Parent volunteer, Mr. Anthony White, was recognized and presented with a Certificate of Appreciation.

D. J. P. Elder Middle School Football

The 2019 8th grade football team members were recognized for their accomplishments on the field with a record of 17-0 over the past 2 seasons.

E. North Side High School Football

The football team was recognized for their accomplishments on the field, finishing in second place in District 4-5A and qualified for the UIL High School playoffs for the first time since 1979.

Coach Turner made a special presentation.

F. School Board Appreciation Month

A video was shown highlighting our trustees. Each trustee was presented with an engraved flashlight, symbolizing the light they provide in leading the District forward.

Following recognitions, Mr. Ramos introduced the American Heart Association's Campaign and Resolution, as well as the Resolution to Develop and Adopt a Plan of Action for the 2020 Census.

Both items were voted on at this times

C. The American Heart Association's Campaign

Mr. Ramos introduced Trustee Jackson who would speak to a resolution that would be voted on this evening. Mrs. Jackson made comments regarding the American

Heart

Association Campaign and called upon two individuals to speak, Amanda Heffley and Dr. S. Gudimetla, who spoke regarding the Heart Association.

A vote was called, approving the resolution, which passed with unanimous approval.

Mr. Ramos announced Trustee Paz would speak to another resolution, regarding the 2020 Census. After her comments, the Board voted to accept the resolution, which received unanimous approval.

4. REPORTS/PRESENTATIONS

A. Financial Report and 2020-2021 Budget Update

Dr. Scribner gave opening comments before David Johnson gave the report.

B. Secondary Scheduling Update

Dr. Scribner gave comment prior to the report.

Jerry Moore opened discussion of the presentation, assisted by David Saenz, Cherie Washington.....?

5. LONE STAR GOVERNANCE

There was nothing to be discussed.

6. PUBLIC COMMENT

Speakers:

Steven Poole

Linda Hanratty

Robert Baker

Susan Trantum

Lon Burnam

Terry Roach

John MacFarlane

Walton Horton

Chayton Creswell

Lydia Hudson

Keith Annis

7. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 7:36 p.m.

8. DISCUSSION OF AGENDA ITEMS

There was no discussion.

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

- A. Board of Education Meeting Minutes
 - 1. December 3, 2019 - Special Meeting
 - 2. December 10, 2019 - Regular Meeting
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve the Expansion Purchase of a Multi-Tiered Student Online Support System
 - 2. Approve Purchase of Projectors for Classroom Interactive Whiteboards
 - 3. Approve Purchase of Cisco Collaboration Enterprise Agreement
 - 4. Approve Ratification of FBI Fingerprint Processing & Criminal History Service
 - 5. Approve the Purchase of Armed Courier Service
- C. Approve Contract with the Tarrant Appraisal District
- D. Approve Ratification of Contract Between Abilene Christian University and Fort Worth Independent School District
- E. Approve Ratification of Memorandum of Understanding Between Fort Worth Independent School District and Texas Christian University for Clinical Internship/Field Experience
- F. Approve Continue Technical Assistance, Cycle 2 Implementation-Focused Academic Supports for TEA Partnership Grant
- G. Approve Ratification of the Dual Instruction Agreement Between Aviation Institute of Maintenance and Fort Worth ISD
- H. Approve Budget Amendment for the Period Ended December 31, 2019

- I. Approve Time for Early Departure on January 10, 2020
- J. Approve Amendment to the Debt Service Budget
- K. Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Overton Park Elementary School Job #229-131 in Conjunction with the 2017 Capital Improvement Program
- L. Approve the Closeout of the Contract with RLM Earthco for Job #008-011 (CSP #19-036) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- M. Approve the Closeout of the Contract with Morales Construction Services, Inc. for Job #009-011 (CSP #19-037) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

7. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was reconvened at 7:43 p.m.

10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071).
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074).
 - 1. Termination of Mr. Albert J. Robles' Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - 2. Senior Counsel
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

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

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 9:03 p.m.

13. ACCEPT CONSENT AGENDA

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve CONSENT AGENDA.

The motion was unanimously approved.

14. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Norman Robbins, seconded by Anael Luebanos, to approve Appointment of Senior Counsel.

The motion was unanimously approved.

15. ACTION AGENDA ITEMS
(No action required on items A., B. or C.)

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

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

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

D. Approve the Termination of Mr. Albert J. Robles' Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve the Termination of Mr. Albert J. Robles' Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

E. Approve Creation of a Fort Worth ISD Safety and Security Committee

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Creation of a Fort Worth ISD Safety and Security Committee.

The motion was unanimously approved.

F. Approve Creation of a Fort Worth ISD Sustainability Committee

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Creation of a Fort Worth ISD Sustainability Committee.

The motion was unanimously approved.

G. Approve Resolution to Develop and Adopt a Plan of Action for the 2020 Census
— (Action was taken on this item earlier in the meeting, following recognitions.)

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Resolution to Develop and Adopt a Plan of Action for the 2020 Census.

The motion was unanimously approved.

H. Approve Resolution Supporting the American Heart Association's Campaign to Educate Our Youth on the Dangers of E-Cigarettes
— (Action was taken on this item earlier in the meeting, following Recognitions.)

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve Resolution Supporting the American Heart Association's Campaign to Educate Our Youth on the Dangers of E-Cigarettes.

The motion was unanimously approved.

I. Approve Authorization to Negotiate and Enter into a Contract with Midstate Energy LLC for a Guaranteed Maximum Purchase for Energy Efficiency Services in Conjunction with the 2017 Capital Improvement Program

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Authorization to Negotiate and Enter into a Contract with Midstate Energy LLC for a Guaranteed Maximum Purchase for Energy Efficiency Services in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

Quinton Phillips abstained during the vote.

J. Consider the Level III Grievance of Bridgett Davis (convene in closed session, if necessary)

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

2. 10 Minutes - Presentation by District Representative
3. 10 Minutes - Question from Board Members
4. 15 Minutes - Board Deliberation (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve to Uphold Administration's Decision and Deny the Complaint of Mrs. Bridgett Davis .

The motion was unanimously approved.

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

Anne Darr
Quinton Phillips
Daphne Brookins
Anael Luebanos

17. ADJOURN

The meeting was adjourned at 9:57 p.m.

/s/ Faye Daniels
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on February 11, 2020.

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 February 6, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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 February 6, 2020 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING FEBRUARY 11, 2020

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on February 6, 2020 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on February 6, 2020.

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

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

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
David Johnson, Interim Chief Financial Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management

Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

(Tobi Jackson arrived at 5:37 p.m.)

2. PLEDGES - Atwood McDonald Elementary School

Principal Nkosi Geary-Smith introduced students before the pledges.

3. RECOGNITIONS

A. Recognition of Students Performing and Greeting Prior to the Meeting

Greeters were from the Army Junior Reserve Officers Training Program at O. D. Wyatt High School.

B. Parent Recognition - Wedgwood Sixth Grade

Amber Page, parent volunteer at Wedgwood 6th, was recognized and presented with a Certificate of Appreciation.

C. Black History Month

A slideshow was shown regarding activities in connection with the recognition of Black History Month.

An art exhibit in the lobby was available for viewing.

The Dunbar High School choir performed an additional song.

A short recess was called for guests to depart, as they so choose.

4. PUBLIC COMMENT

Speakers:

Rebekah Travis

Jamie Cox

5. LONE STAR GOVERNANCE

A. Goal 3: College and Career Readiness

Dr. Scribner made comments before Jerry Moore gave the presentation.

6. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 6:13 p.m.

7. DISCUSSION OF AGENDA ITEMS
8. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)
 - A. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 1. Approve Purchase of Technology Equipment and Services for Teacher Laptops
 2. Approve Purchase of Network Equipment, Computer Hardware, Displays and Services for Overton Park Elementary School
 3. Approve Purchase of Computer Desktops and Services for Campuses
 4. Approve Purchase of Backup & Restore Software and Hardware Appliances
 - B. Approve Minutes of the October 4 and December 6, 2019 Facility Master Plan Committee Meetings
 - C. Approve Minutes for October 29, 2019, November 19, 2019, and December 17, 2019 Racial Equity Committee Meetings
 - D. Approve the Quarterly Investment Report for the Period of October 1, 2019 – December 31, 2019
 - E. Approve Ratification of Oncor Electric Delivery Company Easement and Right-Of-Way Agreement for Arlington Heights High School Athletic Addition Job No. 002-001 in Conjunction with 2017 Capital Improvement Program
 - F. Approve Ratification of Oncor Electric Delivery Company Easement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program
9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
10. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
 - A. Seek the Advice of Attorneys (Texas Government Code §551.071).

1. Legal Advice on Complaint and Resolution Proposed by Complainant

- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 1. Rescind the May 14, 2019 Termination of Phyllis Nicholas' Probationary Contract

 2. Chief Financial Officer

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

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

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:24 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

There were no items removed.

B. Personnel

Motion was made by Norman Robbins, seconded by Anne Darr, to approve the Appointment of Mike Ball, as Chief Financial Officer.

The motion was unanimously approved.

14. ACTION AGENDA ITEMS

(No action required on items A., B. or C.)

- A. Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Rescind the May 14, 2019 Termination of Phyllis Nicholas' Probationary Contract

Motion was made by Norman Robbins, seconded by Anael Luebanos, to approve to Rescind the May 14, 2019 Termination of Phyllis Nicholas' Probationary Contract.

The motion was unanimously approved.

- E. Consider the Level III Grievance of Katrina Escovedo (convene in closed session, if necessary)

(No action required.)

- 1. 10 Minutes - Presentation by Employee and/or Representative
- 2. 10 Minutes - Presentation by District Representative
- 3. 10 Minutes - Questions from Board Members
- 4. 15 Minutes - Board Deliberation (in closed session)
- 5. Render Decision, if any, on the Level III Grievance (in open session)

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

C. J. Evans
Tobi Jackson

16. ADJOURN

The meeting was adjourned at 7:28 p.m.

/s/ Faye Daniels
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

**TOPIC: APPROVE ANNUAL RENEWAL FOR MAINTENANCE AND SUPPORT
OF THE STUDENT INFORMATION SYSTEM**

BACKGROUND:

Annual renewal of maintenance and support of the Focus Student Information System (SIS) is required for continued service for the 2019-2020 school year. On December 11, 2018 the Board approved a contract addendum to extend services through the 2022-2023 school year with four annual renewals.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Renewal for Maintenance and Support of the Student Information System
2. Decline to Approve Annual Renewal for Maintenance and Support of the Student Information System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Renewal for Maintenance and Support of the Student Information System

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-802-999-99-423-000000

COST:

\$351,457.84 (not to exceed annually)

VENDOR:

Focus School Software

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistic

Bid Number: 16-030-D

Number of Bid/Proposals received: 15

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Continued support and maintenance for the SIS system improves operational effectiveness and efficiency.

INFORMATION SOURCE:

Art Cavazos

Focus School Software
P.O. Box 2194
St. Petersburg, FL 33731-2194
(727)388-7004
steven@focusschoolsoftware.com



Quote

ADDRESS

Fort Worth Independent School
District
Accounts Payable Department
100 N. University
Suite NW 140 E.
Fort Worth, Texas 76107

QUOTE # 1497
DATE 01/28/2020

ACTIVITY	QTY	RATE	AMOUNT
Focus/SIS Annual Maintenance and Support	82,891	3.24	268,566.84
Focus Hosting	82,891	1.00	82,891.00
TOTAL			\$351,457.84

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE REPLACEMENT OF HVAC CHILLERS AT JACQUET MIDDLE SCHOOL

BACKGROUND:

The HVAC chillers at Jacquet Middle School are in constant need of repair and require replacement. The approval for the replacement of these chillers will allow for the scheduling of the project to take place in the summer to avoid classroom disruption. The energy efficient replacement will support classroom comfort for teaching and learning.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of HVAC Chillers at Jacquet Middle School
2. Decline to Approve Replacement of HVAC Chillers at Jacquet Middle School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Replacement of HVAC Chillers at Jacquet Middle School

FUNDING SOURCE

TRE

Additional Details

198-51-6299-001-059-99-501-000000

COST:

\$244,062.00

VENDOR:

Trane

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 552-17. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Jacquet Middle School

RATIONALE:

New energy efficient chillers will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the teachers and students.

INFORMATION SOURCE:

Art Cavazos



Trane Turnkey Proposal



Turnkey Proposal For:

Fort Worth Independent School District
100 N University Drive
Fort Worth, TX 76107

Local Trane Office:

Trane U.S. Inc. dba Trane
4200 N. Sylvania Avenue
Fort Worth, TX 76137-6603

Local Trane Representative:

David Garcia
Account Manager
Cell: (817) 614-1791
Office: (817) 838-1300

Proposal ID: 2681937

BuyBoard Quote # 11-2681937

BuyBoard Contract # 552-17

Date: January 7, 2020





Prepared For: Steve McPherson

Date:
January 7, 2020

Job Name:
FWISD Jacquet Martin Chiller Replacements

Proposal Number: 2681937

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
60 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Fort Worth ISD and based on the site surveys performed December 2019.

Equipment List

Product Data- (2) Air Cooled Scroll Chillers

- 130 Tons
- High ambient (up to 125F)
- Please see submittal for full equipment detail

Mechanical Installation

- Remove and set chillers with crane.
- Cut existing bypass lines off chill water lines and blind flange.
- Route piping to new chiller pipe connections.
- Insulate new piping.
- Will raise chillers with 8” beams to allow access for servicing above pipe locations.
- Will install new isolations valves, gauges, thermometers and petes plugs.
- Will install steel grate to go over some piping.
- Startup chillers.

Electrical Installation

- Gut existing disconnects and use as junction boxes.
- Run electrical to new chiller disconnect locations.
- Install (2) two new 120v electrical circuits to each chiller. One for barrel heater and one for control actuator.
- Install new 120v circuit for heat trace.
- Install new fuses to match chiller MOP.

Controls (All Work Provided By Logical Solutions, Inc.)

- Prior to chiller replacement disconnect and pull back all existing chiller control wiring.
- Pick up the new chillers via BACnet MS/TP interface and provide new programming/graphics.
- Provide hardwired start/stop of the chillers for scheduling.
- Provide and install CHWS and CHWR temp sensors.



Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Asbestos or hazardous material abatement removal shall be performed by customer
- Pricing excludes any water or air balance.
- **Payment and Performance bonds are included**
- **\$5,000 in contingency monies is included in this proposal. Any contingency not used will be refunded to FWISD. Any work over the \$5,000 allowance will be a change order.**
- **The chillers have an 8 week lead time. We typically add two weeks for submittal approval and shipping. 10 weeks is a good estimate to be on site from when the PO is issued.**



Pricing and Acceptance

Fort Worth Independent School District
100 N University Drive
Fort Worth, TX 76107

Site Address:
FWISD Jacquet Middle School
2501 Stalcup Road
Fort Worth, TX 76105

Price

Total Net Price (*Excluding Sales Tax*).....\$244,062.00

Respectfully submitted,

David Garcia
Account Manager- Team Leader
Trane U.S. Inc. dba Trane
(817) 838-1300

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: David Garcia 	Cell: (817) 614-1791 Office: (817) 838-1300 Proposal Date: January 7, 2020
CUSTOMER ACCEPTANCE Fort Worth Independent School District	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1019)
Supersedes 1-26.251-10(0315)

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

**TOPIC: **APPROVE PURCHASE OF NETWORK ELECTRONICS AND SERVICES
FOR HIGH SCHOOL NETWORK UPGRADES (E-RATE ELIGIBLE)****

BACKGROUND:

The District published RFP 20-047 on December 11, 2019 to identify a vendor to perform upgrades of network electronics and wireless connectivity equipment. Five vendors responded and their proposals were evaluated by a committee of Fort Worth ISD staff. The committee recommended Netsync Network Solutions for RFP 20-047. The period of performance is from July 1, 2020 until June 30, 2021.

Fort Worth ISD technology plans an upgrade to network infrastructure at 18 high school campuses to increase network bandwidth, increase wireless connectivity capacity, and improve overall network performance and security. The upgrades include replacement of network switches, wireless access points and associated network equipment.

Network electronics and wireless upgrades are eligible for a percentage discount under the Federal Communications Commission (FCC) E-rate program. The District is anticipating an 85% discount. The remaining 15% is the responsibility of the District. The District's portion is contingent upon receiving the funding commitment from the FCC.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Electronics and Services for High School Network Upgrades (E-Rate Eligible)
2. Decline to Approve Purchase of Network Electronics and Services for High School Network Upgrades (E-Rate Eligible)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Network Electronics and Services for High School Network Upgrades (E-Rate Eligible)

FUNDING SOURCE

Additional Details

TRE

198-11-6299-814-XXX-11-423-000000
198-11-6396-814-XXX-11-423-000000

Estimated Cost (100%) -----
-\$12,672,364.76
Projected E-Rate Reimbursement (85%) ----
- \$10,771,510.05
Projected District Expense (15%) -----
-\$ 1,900,854.71

COST:

\$ 1,900,854.71

VENDOR:

CDW Government
Cloud Ingenuity*
Disys Solutions
Layer 3 Communications
Netsync Network Solutions*

PURCHASING MECHANISM

Bid/RFP/RFQ
Bid/Proposal Statistics
Bid Number: 20-047
Number of Bid/Proposals received: 5
HUB Firms: 2*
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:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Amon Carter-Riverside	North Side	Western Hills
Arlington Heights	O.D. Wyatt	World Languages Inst.
Benbrook Middle-High	Paschal	YMLA
Diamond Hill-Jarvis	Polytechnic	YWLA
Dunbar	South Hills	
Eastern Hills	Southwest	
I.M. Terrell Academy for STEM & VPA	Trimble Tech	

RATIONALE:

Utilization of E-Rate discounts to complete needed network upgrades at high schools improves operational effectiveness and efficiency.

INFORMATION SOURCE:

Art Cavazos

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD AND REGION 10 MULTI-REGION PURCHASING COOPERATIVE FOR THE PARTICIPATION IN THE NATIONAL SCHOOL LUNCH PROGRAM FOR 2020-2021

BACKGROUND:

Fort Worth ISD participates in an Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative, to purchase both processed commodity and commercial grocery items. Each year, USDA allocates planned assistance dollars to school districts, to supplement child nutrition programs, participating in the National School Breakfast and Lunch Programs. (NSBP & NSLP). Districts participating in the NSLP use these allocations to purchase food commodities in their raw state, which are further processed into menu items, resulting in the gain of the discounts to the participating school districts from the manufacturers. The awarded distribution agency on the Region 10 MRCCOOP delivers these processed and discounted items and also delivers commercial groceries to every school site.

The District is currently under contract with a food service management company for the 2019-2020 school year. In the event either the District or the food service management does not renew the contract for the 2020-2021 school year, this alternate agreement with Region 10 Multi-Region Purchasing Cooperative would be in place. No cost would be incurred unless the District had to utilize the services.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth ISD and Region 10 Multi-Region Purchasing Cooperative for the Participation in the National School Lunch Program for 2020-2021
2. Decline to Approve Interlocal Agreement Between Fort Worth ISD and Region 10 Multi-Region Purchasing Cooperative for the Participation in the National School Lunch Program for 2020-2021
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth ISD and Region 10 Multi-Region Purchasing Cooperative for the Participation in the National School Lunch Program for 2020-2021

FUNDING SOURCE

Additional Details

No Cost

COST:

Not Applicable

VENDOR:

Education Service Center Region 10 Multi-Regional Co-Operative

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Child Nutrition Services- All sites

RATIONALE:

Utilizing the purchasing cooperative to procure commercial and commodity-processed goods in the event the food service management company contract is not renewed improves operational effectiveness and efficiency.

INFORMATION SOURCE:

Art Cavazos



Action Required

November 7, 2019

Re: Membership and Participation in the Region 10 Multi-Region Purchasing Cooperative

Dear Food Service Director Addressed:

Beginning SY 2019-2020, Multi-Region Purchasing Cooperative changed from a single Interlocal Agreement to a two-part Agreement. This newly designed packet, with this cover letter, includes two (2) documents: 1.) "General Interlocal Membership Agreement," (Membership Agreement), and 2.) "SY20-21 Interlocal Participation Agreement" (Participation Agreement) for the Region 10 Education Service Center Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC").

The **General Interlocal Membership Agreement** (pages 3-9) is a multi-year "membership" agreement ongoing and commences on July 1st and extends through June 30th of each calendar year. The Membership Agreement will automatically renew each subsequent year for a single year term unless otherwise terminated by either party. The Membership Agreement is simply a "membership" and not a commitment to purchase off any of the R10MRPC procured bids. By signing the Membership Agreement, you are agreeing to the General Provisions and Roles and Responsibilities of being a member and will receive the option each year to sign a single-page "Participation Agreement" that indicates your purchasing commitment. **Please complete the General Interlocal Membership Agreement for your district and return the original signed document via mail to the Region 10 Education Service Center, 400 E. Spring Valley Rd., Richardson, Texas 75081, attention Angela McCrary or by fax: 972-348-1067, or scan and email: angela.mccrary@region10.org**

The **"Interlocal Bid Participation Agreement"** is an annual, single-page, "participation commitment" form that will need to be completed for each school year during which the district plans to purchase off of a R10MRPC formally procured bid. The Participation Agreement will be emailed to each "member" in the month of November for all participation commitments planned for the upcoming school year. The signed Participation Agreement information will be used for bid procurement purposes and "scope of bid." If you plan to purchase off any procured and awarded bid during the SY 2019-2020, **please complete the enclosed Interlocal Bid Participation Agreement (separate attachment) for your district and return the original signed document via mail to the Region 10 Education Service Center, 400 E. Spring Valley Rd., Richardson, Texas 75081, attention Angela McCrary or by fax: 972-348-1067, or scan and email: angela.mccrary@region10.org**

The R10MRPC is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC. Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continues to rise annually. Even while industry costs have increased approximately 15 percent over the past two years, the MRPC has experienced only a 9 percent or less increase for the same time-period. Additional benefits of participating in the MRPC include reduced costs associated with advertising, paperwork, reduced time and worry spent on the bidding process, as well as Industry-specific workshops and training. MRPC members also benefit from the buying power of the Cooperative.

If I can be of further assistance in this matter, please call me at 972.348.1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 20120-2021 R10MRPC.

Sincerely,

Keri Warnick
Program Coordinator

Enclosures

GENERAL INTERLOCAL MEMBERSHIP AGREEMENT

The following General Interlocal Membership Agreement is to be completed by all contracting entities (CE) that wish to enter into a general membership agreement with Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC).

This Membership Agreement is not a purchasing commitment. It is a one-time agreement that will renew automatically each subsequent year for a single-year term unless terminated by either party.

The Membership Agreement is kept on file with R10MRPC. Each school year, an “Interlocal Bid Participation Agreement” will be sent to all CE’s that have a General Interlocal Membership Agreement. This Interlocal Bid Participation Agreement will be a single-page “purchasing commitment” form for each specific school year. This purchasing commitment holds members responsible for purchasing from the bids chosen in order to allow for accurate bidding by R10MRPC and more competitive pricing by vendors.

If you wish to purchase from any formally procured bid by R10MRPC, you must complete and submit this General Membership Agreement along with the attached Bid Participation Agreement.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
GENERAL INTERLOCAL MEMBERSHIP AGREEMENT

This General Membership Agreement is entered into by and between the agencies shown below as contracting parties for an initial term, and will be automatically renewed each subsequent year for a single year term, in accordance with the section entitled "Membership Term" below, unless otherwise notified by either party in writing by not later than May 1st of any year with an effective date of June 30th (Effective Termination Date). The Member Contracting Entity (CE) shall be responsible for paying any vendors invoice's for goods and service's purchased by Member CE through the Effective Termination Date.

Contracting Parties

	Region 10 Education Service Center	057-950
Date Entered into Agreement	Fiscal Agent	County District Number
	Fort Worth ISD	1020
	District/Contracting Entity (CE)	CE County District Number

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi Region Purchasing Cooperative (R10MRPC) organizes and administers the child nutrition cooperative purchasing and commodity processing program for CE's located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

GENERAL MEMBERSHIP:

General Membership is a multi-year membership in the R10MRPC. Each program year, every member will receive the Interlocal Bid Participation Agreement, which if signed, allows you to participate in any or all of the following bids. R10MRPC procures a variety of formal, competitive sealed proposals (RFP's) as a way to assist CE's with their fiscal budgetary needs. CE's have the option each year to commit to any bid (s) that best fits their needs. The selection of bid participation is a commitment to purchase from an R10MRPC awarded vendor and will be used in the scope of bid for each appropriate RFP. Prior to the release of any bid, each member will be asked for their anticipated quantities, although R10MRPC makes no guarantees of quantities to any vendor.

1. Commodity Processing
2. Commercial/Full-Line Grocery Purchasing
3. Manufacturer Direct-to-District Delivery
4. Small-wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Safety Training and Sanitation Systems (services)
7. Fresh Meats and Produce
8. Fresh Bread
9. Milk/Dairy Products
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (dispensed, canned, and plastic container)

LIMITATION OF AGREEMENT:

R10MRPC reviews this General Interlocal Membership Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because if adding a CE "materially changes the existing contract(s)" and, therefore, requires rebidding of said contract(s), the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this General Interlocal Membership Agreement.
5. If any term(s) or provision(s) of this Membership Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Membership Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Membership Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Membership Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, and agents, as a result of its execution of this Membership Agreement or the performance of the functions and obligations set forth herein.
8. All parts of this Membership Agreement, when executed by both Parties, are binding upon the Parties and may be changed only by written agreement executed by authorized representatives of the Parties.
9. In accordance with USDA/TDA ARM Regulation 17.81, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the R10MRPC must return all profit in excess of the profit margin as described in this Membership Agreement to the participating Covered Entities. The R10MRPC's "profit margin", for purposes of this Membership Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.

10. This Membership Agreement and any modification(s) may be executed in separate copies; however, the CE's copy of the Membership Agreement must be physically signed using a "wet signature." Electronic or typed signatures will not be accepted. This Membership Agreement may be exchanged and/or transmitted electronically via fax or scanned email.

Membership Term. This Membership Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this General Membership Agreement. The conditions set forth shall apply to the initial term and all renewal terms. The membership year for each purchasing cooperative program commences on July 1st and will extend through June 30th of each calendar year.

Membership Fees. No fee shall be charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. R10MRPC and each CE represents and warrants, by the execution and delivery of the General Interlocal Membership Agreement, that they have obtained all requisite authority through governing board action to enter into and perform the terms of this Membership Agreement.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal working hours. Any breach of this Article shall be considered material and shall make the Membership Agreement subject to termination on ten (10) days written notice to the CE.

Primary and Secondary Contact. The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actually received by R10MRPC.

Defense and Prosecution of Claims. The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Membership Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Membership Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Membership Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent’s Board of Directors (“Board”) in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its’ endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its’ endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, in regard to any information, product or service furnished under this Membership Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that in regard to all causes of action arising out of or relating to this Membership Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by participating members. R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

Certificate of Authority/FND-101 Form. The Texas Department of Agriculture (TDA) now requires each participating Contracting Entity (CE)/School District that plans to commit entitlement to the USDA processed commodity program, to submit an FND-101 form to allow their purchasing co-op access to view and enter commodity pounds into the participating member’s TX-UNPS Food Distribution Program (FDP) account. An FND-101 form must be signed by the Superintendent of the CE for each employee of the co-op. An FND-101 form for each R10MRPC/Fiscal Agent employee will be included with the Interlocal Bid Participation Agreement.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only. Region 10 Education Service Center

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts.
4. The R10MRPC shall follow the local, state, and federal procurement guidelines as listed below:
 - a. The Fiscal Agent requires Board of Directors’ approval on all R10MRPC bid award recommendations.
 - b. State of Texas Education Code 44.031 Purchasing contracts.
 - c. The Code of Federal Regulations, 2 CFR 200.218-200.326
 - d. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives’ procuring on behalf of its’ CE’s. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.218-200.326
 - e. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent’s Business Office.
5. The R10MRPC shall send solicitations for the Further Processing of USDA foods to all companies found on the Texas Department of Agriculture’s (TDA) “Approved List of Vendors” without limitations.

6. The R10MRPC shall enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
7. The R10MRPC shall do the following in regard to USDA Foods:
 - a. Track and assist CE's with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist CE's with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
 - c. Assist CE's with the utilization of carryover pounds to avoid swept inventory on November 30th.
 - d. The R10MRPC shall provide CE's with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products and replacement recommendations.
 - e. The R10MRPC shall make all surveys open to the CE's as surveys are opened by TDA.
 - f. Provide the list of commodity items to CE's for purposes of obtaining quantity requests. This is done using an online software program.
 - g. Receive quantity requests from CE's for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.
8. R10MRPC assumes no responsibility for failure of delivery by vendors, however, R10MRPC will assist all CE's with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
9. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
10. Provide CE's with procedures for ordering, delivery, and billing.
11. Mediate problems/concerns between vendors and CE's.
12. Provide CE's access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
13. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
14. Act ethically at all times and in accordance with all federal, state, and local guidelines.

Role of the CE:

1. Commit to the General Provisions and Roles and Responsibilities by authorization of the governing body and by execution by an approved official in the appropriate space on the attached form.
2. Designate a primary and secondary contact.

If an Interlocal Bid Participation Agreement is signed by the CE for any given single-year term:

3. Commit to purchasing on each and all bid categories selected on the Interlocal Bid Participation Agreement on an as needed basis.
4. Provide an estimated quantity request for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and/or TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the RFP's that the district is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically at all times and in accordance with all federal, state, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered

confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.

12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when conflict or concern arise in regard to R10MRPC, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
 - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 and ProcessorLink) on a regular basis; and report inventory issues to R10MRPC.
 - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
 - d. The CE shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
 - e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

Signature and Authorization form: By signing this page, the CE confirms agreement with all membership terms and roles and responsibilities (as stated on pages 3-8):

Fort Worth ISD

and the Region 10 Education Service Center/Fiscal Agent,

District/Contracting Entity (CE)

do hereby enter into this General Interlocal Membership Agreement and intend to be bound by the provisions set forth herein for an initial term, to be renewed automatically each subsequent year for a single-year term unless otherwise terminated By either party in accordance with the terms set forth in the Agreement.

District's Authorized Representative Signature: _____

Date: _____

Fort Worth ISD

Region 11

1020

District/CE

ESC Region

CE ID#

Name of Authorized Representative (Superintendent)

Signature of Authorized Representative

Title of Authorized Representative

Date

601 E. Northside Dr., Fort Worth, TX 76164

Tarrant

Mailing Address, City, State, Zip Code

County

Carl Alfred

(817) 815-7410

Primary Food Service Contact

Primary Contact Phone

carl.alfred@fwisd.org

Primary Contact Email Address

angela.lowe@fwisd.org

(817) 814-3512

Secondary Food Service Contact

Secondary Contact Phone

Secondary Contact Email Address

For Region 10 MRPC Use Only

R10MRPC Authorized Signature

Keri Warnick

R10MRPC Contact Person

Date

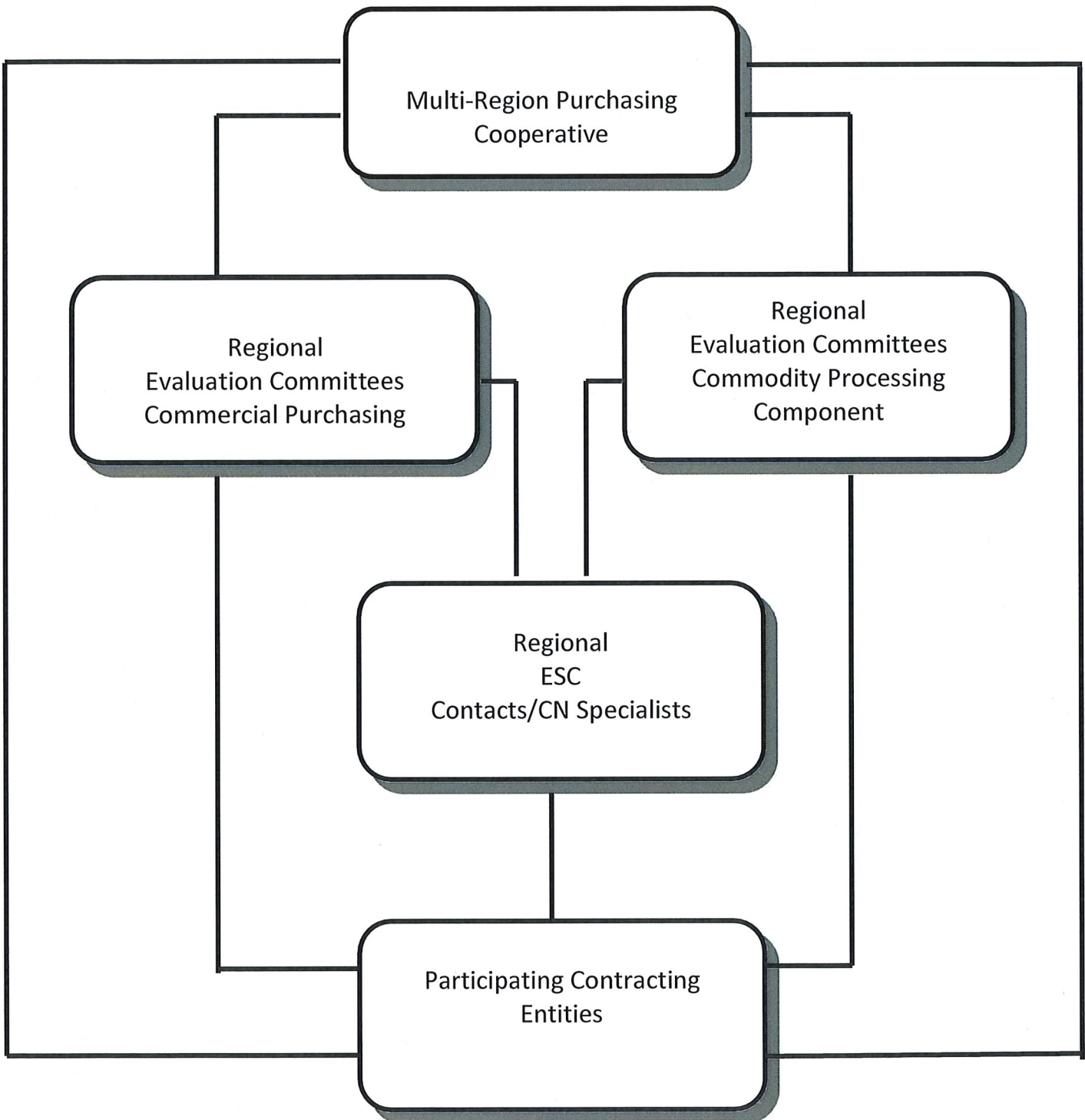
Program Coordinator

972-348-1448

Title of Contact Person

Phone

Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative



**CONSENT AGENDA ITEM
BOARD MEETING
FEBRUARY 25, 2020**

TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED JANUARY 31, 2020

BACKGROUND:

The 2019-2020 Consolidated General Fund Budget was initially adopted on June 25, 2019 and last amended through the period ended December 31, 2019. During the month of January 2020, requests were made by Campuses and Departments to transfer funds between functions for the Consolidated General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District Operations.

Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended January 31, 2020
2. Decline to Approve Budget Amendment for the Period Ended January 31, 2020
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended January 31, 2020

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

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

INFORMATION SOURCE:

David Johnson

**Consolidated General Fund
Budget Amendments 2019-2020
For The Period Ended January 31, 2020**

	Consolidated General Fund 2019-2020 Amended Budget 12/31/2019	Adjustments	Consolidated General Fund 2019-2020 Amended Budget 1/31/2020
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$386,356,807	\$0	\$386,356,807
5800 State Revenue	395,378,408	\$0	395,378,408
5900 Federal Revenue	12,325,000	\$0	12,325,000
7900 Other Sources	3,500,000	\$0	3,500,000
Total Revenue & Other Sources	\$797,560,215	\$0	\$797,560,215
<u>EXPENDITURES</u>			
11 Instruction	\$491,508,543	(\$549,783)	\$490,958,760
12 Instruction Resources and Media Services	\$11,769,674	\$12,737	\$11,782,411
13 Curriculum and Instructional Staff Development	\$12,304,180	\$49,267	\$12,353,447
21 Instructional Administration	\$16,064,680	\$20,924	\$16,085,604
23 School Administration	\$50,964,866	(\$65,385)	\$50,899,481
31 Guidance and Counseling Services	\$50,578,928	\$76,904	\$50,655,832
32 Social Work Services	\$6,929,118	(\$780)	\$6,928,338
33 Health Services	\$10,563,529	\$8,965	\$10,572,494
34 Student Transportation	\$21,119,326	\$0	\$21,119,326
35 Food Services	\$268,149	\$29,123	\$297,272
36 Cocurricular/Extracurricular Activities	\$15,351,336	(\$4,346)	\$15,346,990
41 General Administration	\$20,760,588	\$165	\$20,760,753
51 Plant Maintenance and Operations	\$83,346,352	\$280,477	\$83,626,829
52 Security and Monitoring Services	\$12,400,333	\$34,053	\$12,434,386
53 Data Processing Services	\$16,855,005	\$75	\$16,855,080
61 Community Services	\$6,115,055	(\$3,652)	\$6,111,403
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$15,733,946	\$111,256	\$15,845,202
95 Payments to Juvenile Justice Alt Ed Program	\$169,692	\$0	\$169,692
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,721,405	\$0	\$2,721,405
Total Budgeted Expenditures	\$845,524,705	\$0	\$845,524,705
Total Deficit	(\$47,964,490)	\$0	(\$47,964,490)
Beginning Fund Balance (Audited)	202,295,371		202,295,371
Fund Balance-Ending (Unaudited)	\$154,330,881		\$154,330,881

		January 31, 2020 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
	5700			
	5800			
	5900	0	0	
Total		0	0	0
Expenses				
Function				
11	199-transfer to function 13 to fund additional CTE needs		60,000	
	199-transfer to functions to fund leadership academy stipends		155,717	
	199-transfer to functions 51 & 52 to align leadership academy payroll		128,210	
	198-transfer to function 81 for TRE projects		295,240	
	199-transfer from functions to fund leadership academy fringes	104,714		
	Campus/Dept. normal course of District operations		15,330	
	Overall effect on Function 11	104,714	654,497	(549,783)
12	Campus/Dept. normal course of District operations	12,737		
	Overall effect on Function 12	12,737	0	12,737
13	199-transfer from function 11 to fund additional CTE needs	50,000		
	Campus/Dept. normal course of District operations		733	
	Overall effect on Function 13	50,000	733	49,267
21	199-transfer from function 11 to fund additional CTE needs	10,000		
	Campus/Dept. normal course of District operations	10,924		
	Overall effect on Function 21	20,924	0	20,924
23	199-transfer to function 11 to fund leadership academy fringes		57,552	
	Campus/Dept. normal course of District operations		7,833	
	Overall effect on Function 23	0	65,385	(65,385)
31	199-transfer from function 11 to fund leadership academy stipends	68,269		
	Campus/Dept. normal course of District operations	8,635		
	Overall effect on Function 31	76,904	0	76,904
32	Campus/Dept. normal course of District operations		780	
	Overall effect on Function 32	0	780	(780)
33	Campus/Dept. normal course of District operations	8,965		
	Overall effect on Function 33	8,965	0	8,965
35	199-transfer from function 11 to fund leadership academy stipends	31,500		
	Campus/Dept. normal course of District operations		2,377	
	Overall effect on Function 35	31,500	2,377	29,123
36	Campus/Dept. normal course of District operations		4,346	
	Overall effect on Function 36	0	4,346	(4,346)
41	Campus/Dept. normal course of District operations	165		
	Overall effect on Function 41	165	0	165
51	199-transfer from function 11 to align leadership academy pyrl	93,870		
	199-transfer from function 81 for maintenance repairs at campuses	81,829		
	198 transfer from function 81 for TRE projects at campuses	101,990		
	Campus/Dept. normal course of District operations	2,788		
	Overall effect on Function 51	280,477	0	280,477
52	199-transfer from function 11 to align leadership academy pyrl	34,340		
	Campus/Dept. normal course of District operations		287	
	Overall effect on Function 52	34,340	287	34,053
53	Campus/Dept. normal course of District operations	75		
	Overall effect on Function 53	75	0	75
61	Campus/Dept. normal course of District operations		3,652	

	January 31, 2020 Budget Amendment	Increase	Decrease	Net Effect
	Overall effect on Function 61	0	3,652	(3,652)
81	199-transfer to function 51 for maintenance repairs at campuses		81,829	
	198-transfer from function 11 for TRE projects	295,240		
	198 transfer to function 51 for TRE projects at campuses		101,990	
	Campus/Dept. normal course of District operations		165	
	Overall effect on Function 81	295,240	183,984	111,256
99	Campus/Dept. normal course of District operations		0	
	Overall effect on Function 99	0	0	0
	Total	916,041	916,041	0

FORT WORTH INDEPENDENT SCHOOL DISTRICT

**SUMMARY OF 2019-2020 BUDGET AMENDMENTS
CONSOLIDATED GENERAL FUND**



	ORIGINAL	ADD/ SUBTRACT	7/31/19	ADD/ SUBTRACT	8/31/19	ADD/ SUBTRACT	REVISED 9/30/19	ADD/ SUBTRACT	REVISED 10/31/19	ADD/ SUBTRACT	REVISED 11/30/19	ADD/ SUBTRACT	REVISED 12/31/19	ADD/ SUBTRACT	REVISED 1/31/20
Resources (Inflows):															
5700 Local and Intermediate Sources	\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807
5800 State Program Revenues	\$390,581,792	4,796,616	\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408
5900 Federal Program Revenues	\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000
7900 Other Financing Sources	\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000
Amounts Available for Appropriations	792,763,599	4,796,616	797,560,215		797,560,215		797,560,215		797,560,215		797,560,215		797,560,215		797,560,215
Charges to Appropriations (Outflows)															
11 Instruction	474,885,825	17,882,432	492,768,257		492,768,257	(199,895)	492,568,362	301,302	492,869,664	(1,244,308)	491,625,356	(116,813)	491,508,543	(549,783)	490,958,760
12 Instructional Resources and Media Services	11,487,868	314,784	11,802,652		11,802,652	(7,290)	11,795,362	(19,002)	11,776,360	(5,260)	11,771,100	(1,426)	11,769,674	12,737	11,782,411
13 Curriculum Development and Instructional Personnel Development	10,756,296	122,536	10,878,832		10,878,832	96,380	10,975,212	29,861	11,005,073	1,308,125	12,313,198	(9,018)	12,304,180	49,267	12,353,447
21 Instructional Administration	15,738,046	220,627	15,958,673		15,958,673	109,494	16,068,167	(86,579)	15,981,588	(53,830)	15,927,758	136,922	16,064,680	20,924	16,085,604
23 School Administration	50,040,799	825,957	50,866,756		50,866,756	51,620	50,918,376	(1,351)	50,917,025	(397)	50,916,628	48,238	50,964,866	(65,385)	50,899,481
31 Guidance and Counseling Services	49,427,721	1,098,406	50,526,127		50,526,127	57,336	50,583,463	1,493	50,584,956	(527)	50,584,429	(5,501)	50,578,928	76,904	50,655,832
32 Attendance and Social Work Services	6,829,026	102,152	6,931,178		6,931,178	(60)	6,931,118	500	6,931,618		6,931,618	(2,500)	6,929,118	(780)	6,928,338
33 Health Services	10,219,448	327,822	10,547,270		10,547,270		10,547,270	300	10,547,570		10,547,820	15,709	10,563,529	8,965	10,572,494
34 Student (pupil) Transportation	20,397,332	627,594	21,024,926		21,024,926		21,024,926		21,024,926	94,400	21,119,326		21,119,326		21,119,326
35 Food Services	260,367		260,367		260,367	7,500	267,867	(1,268)	266,599	(5,360)	261,239	6,910	268,149	29,123	297,272
36 Cocurricular/Extracurricular Activities	15,151,195	112,359	15,263,554		15,263,554	71,900	15,335,454	(1,940)	15,333,514	600	15,334,114	17,222	15,351,336	(4,346)	15,346,990
41 General Administration	20,151,126	291,693	20,442,819		20,442,819	324,769	20,767,588	(5,000)	20,762,588		20,762,588	(2,000)	20,760,588	165	20,760,753
51 Plant Maintenance and Operations	81,473,978	1,553,058	83,027,036		83,027,036	1,753,879	84,780,915	(5,787)	84,775,128	(293)	84,774,835	(1,428,483)	83,346,352	280,477	83,626,829
52 Security and Monitoring Services	12,098,877	272,119	12,370,996		12,370,996	14,900	12,385,896	9,195	12,395,091	1,000	12,396,091	4,242	12,400,333	34,053	12,434,386
53 Data Processing Services	18,268,418	197,781	18,466,199		18,466,199	(1,487,263)	16,978,936	(177,474)	16,801,462		16,801,462	53,543	16,855,005	75	16,855,080
61 Community Services	6,126,237	57,610	6,183,847		6,183,847	(16,520)	6,167,327	(44,250)	6,123,077		6,123,077	(8,022)	6,115,055	(3,652)	6,111,403
71 Debt Service															
81 Facilities Acquisition & Construction	15,315,524		15,315,524		15,315,524	(776,750)	14,538,774		14,538,774	(94,400)	14,444,374	1,289,572	15,733,946	111,256	15,845,202
95 Juvenile Justice Alternative Education	169,692		169,692		169,692		169,692		169,692		169,692		169,692		169,692
97 Tax Increment Financing															
99 Other Intergovernmental Charges	2,720,000		2,720,000		2,720,000		2,720,000		2,720,000		2,720,000	1,405	2,721,405		2,721,405
Total Charges to Appropriations	821,517,775	24,006,930	845,524,705		845,524,705		845,524,705		845,524,705		845,524,705		845,524,705		845,524,705
Net Change in Fund Balance	(28,754,176)	(19,210,314)	(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)
Fund Balance-Beginning (Audited)	202,295,371		202,295,371		202,295,371		202,295,371		202,295,371		202,295,371		202,295,371		202,295,371
Fund Balances-Ending (Unaudited)	\$173,541,195	(\$19,210,314)	\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

**TOPIC: APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED SINCE OCTOBER 22, 2019**

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

The District makes every effort to ensure teacher appraisers are their 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 October 22, 2019
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since October 22, 2019
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified Since October 22, 2019

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

This purchase is in accordance with the Texas Education Code section 44.03§ (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

See attached list of elementary and secondary administrators with current T-TESS certification.

RATIONALE:

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

INFORMATION SOURCE:

Jerry Moore
Raul Peña
Cherie Washington

T-TESS Appraisers 2019-2020

Title	Last Name	First Name	School	TTESS Certified
Assistant Principal	Azantilow	Tequita	120 - Ruffino Mendoza	Yes
Assistant Principal	Carroll	Pamela	054 - Morningside MS	Yes
GT Coordinators	Dean	Tyler	PLI	Yes
Assistant Principal	Eilerts	Ellen	130-Harlean Beal	Yes
GT Coordinators	Flusche	Michael	PLI	Yes
Assistant Principal	Guzman	Laura	157 - Luella Merrett	Yes
Assistant Principal	Odle	Brandi	180 - Western Hills ES	Yes
Assistant Principal	Reed	Shelbi	154 - Mary Louise Phillips ES	Yes
Assistant Principal	Sparrow	James	009 - Polytechnic HS	Yes
Assistant Principal	Turner	Sheila	187- David K. Sellars	Yes
Assistant Principal	Woodson	Sara	053 - William Monnig MS	Yes

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE FIRST READING-REVISIONS TO BOARD POLICIES BBB, BBE, BDD, BE, BED, BJCD, EFD, AND ELA(LOCAL)

BACKGROUND:

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revisions to Board Policies BBB, BBE, BDD, BE, BED, BJCD, EFD, and ELA(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies BBB, BBE, BDD, BE, BED, BJCD, EFD, and ELA(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revisions to Board Policies BBB, BBE, BDD, BE, BED, BJCD, EFD, and ELA(LOCAL)

Additional Details

FUNDING SOURCE

No Cost

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

Board Policy Update #110

➤ **BBB(Local): BOARD MEMBERS – ELECTIONS**

RATIONALE

This local policy has been revised based on the election information provided by your district and includes the district's election decisions as allowed by law, including the number of board members, length of board member terms, and election schedule; the general election date for the district; and the methods of election and voting.

Because elections for the district are subject to a court order or other binding legal determination, reference to that information is also included.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Court Order	The District shall conduct its Board member Trustee elections in accordance with the Agreed Settlement in United Hispanic Council of Tarrant County and Mexican American Educational Advisory Committee, Inc. v. Fort Worth School District, CA. No. 4-91-CV-809-Y, Northern District of Texas, Fort Worth Division, the Agreed Settlement in United Hispanic Council of Tarrant County and Mexican American Educational Advisory Committee, Inc. v. Fort Worth School District, CA. No. 4:91-CV-809-Y, N. D. of Texas, Fort Worth Division, December 1994, as long as such court order or other binding legal determination is in effect. A copy of the court order or other binding legal determination may be obtained from the Superintendent's office.
Membership	The Board Redistricting Board members in office when the District is redistricted shall consist serve for the remainder of nine members. their terms. The positions shall be filled as the staggered terms
Method of Election	Election of the Board members shall be by single-member districts.
Election Date	General election of Board members shall be on the May uniform election date.
Terms and Election Schedule	Board members shall be elected for four-year terms, with elections conducted biennially, as follows:
Districts 2, 3, 5, and 6	The election for single-member districts 2, 3, 5, and 6 shall be held in 2019, 2023, 2027, and then in four-year intervals thereafter office expire.
Districts 1, 4, 7, 8, and 9	The election for single-member districts 1, 4, 7, 8, and 9 shall be held in 2021, 2025, 2029, and in four-year intervals thereafter.
Method of Voting	To be elected, a A candidate for a single-member district must receive a majority of the votes cast for in the single-member district. to be elected.
Majority Vote	
Schedule of Elections	Elections of Trustees are held biennially in cycles keyed off the years below:
Single-Member Districts 1, 4, 7, 8, and 9	2013, 2017, 2021, and so forth.
Single-Member Districts 2, 3, 5, and 6	2015, 2019, 2023, and so forth.

Fort Worth ISD
220905

BOARD MEMBERS
ELECTIONS

BBB
(LOCAL)

Election of Officers

~~All officers of the Board shall be elected in accordance with
BDAA(LOCAL)~~

Board Policy Update #109

➤ **BBE(LOCAL): BOARD MEMBERS – AUTHORITY**

RATIONALE

Based on SB 1566, new text is recommended for this policy to:

Explain that the district shall respond to a board member's requests for records within the time frames required by law, as described above at BBE(LEGAL); *and*

Satisfy the new requirement for a policy regarding board member visits to a district campus or other facility.

The recommended language requires a board member to follow any posted requirements for visitors and limits visits that interfere with the delivery of instruction or district operations.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
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**BOARD MEMBERS
AUTHORITY**

**BBE
(LOCAL)**

Board Authority

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

**Transacting
Business**

When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

**Individual Authority
for Committing the
Board**

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

A Board member may not exert pressure of any kind on the Superintendent or staff members to bring about the election, promotion, or dismissal of any District employee. If a Board member does attempt to exert pressure, the Superintendent is instructed and obligated to bring the matter to the attention of the Board.

**Individual Access to
Information**

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. [See GBA]

Limitations

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

**Requests for
Records**

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law.-

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Requests for
Reports

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Confidentiality

At the time a Board member is provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements.

**Referring
Complaints**

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

**Visits to District
Facilities**

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC]

BOARD POLICY UPDATE #113

BDD(LOCAL): BOARD INTERNAL ORGANIZATION-ATTORNEY

Rationale

This local policy on legal counsel, including in-house counsel, has been revised at Contact with Outside Counsel to reflect common practices for routing board member and staff requests for legal advice.

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In-House Counsel	The Board shall employ an attorney or attorneys, as necessary, to serve as the District's in-house counsel and representative in matters requiring legal services. The District shall establish protocols for channeling staff requests for legal advice from the in-house counsel.
Request for Outside Counsel	In order to coordinate, monitor, and enhance the quality of legal services for the District, Board members shall direct requests for legal services, if appropriate, to the Board President, who shall either refer the matter to, or recommend contact with, the office of the Superintendent or in-house counsel.
Contact with Outside Counsel	<p>When seeking advice or information from the District's outside counsel, individual Board members shall channel legal inquiries through the District's in-house counsel, the Superintendent, the Board President, or the Board's designee, as appropriate.</p> <p>A staff request for legal advice from the District's outside counsel must be submitted through the District's in-house counsel or Superintendent.</p>
Report of Legal Advice	<p>Advice from legal counsel shall be reported to the Board upon Upon request of the Board or when deemed necessary by the District's in-house counsel, Superintendent, Board President the Superintendent or Board's designee in-house counsel shall report advice from legal counsel.</p>
Opinions	Opinions given by the District's legal counsel in writing shall normally be timely furnished to the Board. In special circumstances in connection with personnel, confidential, or sensitive issues, copies may be only initially distributed to the Superintendent and Board President.
Prioritization and Invoicing	In the event of a backlog in unserved requests, the principal attorney shall handle requests for legal services on a priority basis as determined by the Superintendent or the President of the Board. The Board's principal attorney shall submit monthly invoices that detail the time expended and indicate the name of the person making the request. Staff priorities shall be established in cooperation with the Superintendent.
Legal Responses	The executive secretary for the Board shall file all original responses from the principal attorney. The original may not be released from the secretary's possession.

BOARD POLICY UPDATE #114

BE(LOCAL) BOARD MEETINGS

Rationale:

A recommended revision at Notice to Members reduces the notice to the Board to one hour before an emergency meeting to align with the changes from SB 494. Please note retained and unchanged, are our District's unique provisions allowing Board members to reach consensus without formal action during study sessions and requiring requests from four Board members to prompt the Board President to call a special or emergency meeting.

TASB recommended revisions to this policy in 2014 as well.

Annotations are shown as follows.

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BOARD MEETINGS

BE
(LOCAL)

MEETING PLACE AND
TIME

~~Unless otherwise provided in t~~The notice for a Board meeting shall reflect the date, time, and location of the meeting, ~~Board meetings shall be held at 2903 Shotts Street, Fort Worth.~~

REGULAR MEETINGS
TIME

In those months when two regular meetings of the Board are scheduled, regular meetings of the Board they shall normally be held on the second and ~~on the~~ fourth Tuesdays of each month at 5:30 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date or, time, or location of a regular meeting with proper notice. ~~The notice for that meeting shall reflect the changed date or time.~~

STUDY SESSIONS

~~A consensus of Board members may be obtained at a study session but official action shall be taken only at a regular Board meeting.~~

SPECIAL OR
EMERGENCY
MEETINGS

~~The time and place of special and emergency meetings shall be as set out in the notice for the meeting.~~

The Board President ~~of the Board~~ shall call special meetings at the Board President's discretion or on request by four members of the Board.

The Board President shall call an emergency meetings when ~~the President or four members of the Board~~ it is determined by the Board President or four members of the Board that an emergency or urgent public necessity, as defined by ~~the Open Meetings Act [see BE(LEGAL)]~~ law, warrants the meeting.

STUDY SESSIONS

A consensus of Board members may be obtained at a study session but official action shall be taken only at a regular Board meeting.

AGENDA
DEADLINE

The deadline for submitting items for inclusion on the agenda is ~~noon of the fifth third~~ working day before regular meetings and ~~noon of~~ the third working day before special meetings.

PREPARATION

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member ~~Trustee~~ may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all ~~Trustee-requested~~ topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members ~~Trustees~~ have requested to be addressed are either on

BOARD MEETINGS

BE
(LOCAL)

that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member Trustee without that Board member's Trustee's specific authorization.

~~Prior to each regular meeting, the executive secretary of the Board shall prepare the agenda and a copy of the agenda and reports relating to items listed shall be sent to each member of the Board, the Superintendent, deputy superintendents, division chiefs, associate superintendents, and assistant superintendents, at least 24 hours in advance of the regular meetings.~~

NOTICE TO MEMBERS Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour two hours prior to the time of an emergency meeting.

CLOSED MEETING Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with as provided by law. [See BEC]

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

ORDER OF BUSINESS The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of the Board members.

RULES OF ORDER The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

VOTING Voting shall be by voice vote or show of hands, or by electronic tally, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

CONSENT AGENDA When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by

BOARD MEETINGS

BE
(LOCAL)

one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

MINUTES

Board action shall be carefully recorded by the ~~Board executive Secretary or clerk~~; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the ~~Secretary of the~~ Board ~~Secretary~~.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

DISCUSSIONS AND
LIMITATION

Discussions shall be addressed to the ~~Board~~ President ~~of the~~ ~~Board~~ and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the ~~Board~~ President shall not interfere with debate so long as members wish to address themselves to an item under consideration within a reasonable length of time.

BOARD POLICY UPDATE #114

BED(LOCAL) BOARD MEETINGS: PUBLIC PARTICIPATION

Rationale:

Revisions to this local policy are to incorporate the new requirements for public comment from HB 2840. This policy contains TASB's standard, concise policy language recommended to meet the new requirements. The policy distinguishes between public comment at regular and special meetings to permit public comment at regular meetings on both agenda and nonagenda items to be consistent with the District's current practice but limits comments at special meetings to agenda items only. The policy provides that public comment will occur at the beginning of the meeting. The provisions on procedures and meeting management are intended to provide the Board's presiding officer flexibility in implementing the new requirements and include:

- A requirement for individuals to sign up for public comment before the meeting begins and to indicate which agenda item they wish to address, if any;
 - Retention of the District's current time limit for an individual to speak at a meeting;
 - Deletion of an overall time limit for public comment at a meeting;
 - Deletion of the provision requiring delegations of more than five persons to appoint one spokesperson; and
 - Broad authority for the presiding officer to make adjustments to the Board's public comment procedures, such as adjusting when public comment will occur (it must occur before or during the relevant agenda item), reordering or continuing agenda items to a later meeting, deferring public comment on nonagenda items, expanding opportunities for public comment, or establishing an overall time limit and shortening the time allotted to each speaker to no less than one minute.
- **BED(REGULATION) added to policy manual including removed information.

Annotations are shown as follows.

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Citizen Participation	The Board shall solicit the advice and counsel of citizens in planning and operating the District.
Complaints and Concerns	The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy (see list below) to seek resolution: Employee complaints: DGBA Student or parent complaints: FNG Public complaints: GF
Limit on Participation	Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy for that purpose. At all other times during a Board meeting meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.
Public Comment Regular Meetings	At all regular Board and special meetings, with the exception of Board workshops, the Board shall permit public comment, regardless of whether the topic is or is not on the agenda, for one hour to hear persons who desire to make comments to the Board regarding an item on the agenda posted with notice of or not on the agenda. In addition, the Board shall allow persons to make comments to the Board regarding an agenda item at any regular or special meeting during the agenda portion of that meeting.
Special Meetings	At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of or not on the agenda of the Board meeting.
Procedures	Individuals agenda, persons who wish to participate during their either portion of the meeting designated for public comment shall sign up by contacting the Board of Education office by telephone until 12:00 p.m. on the day of the meeting or by signing up with the presiding officer or designee before at the Board meeting begins as specified in no later than 15 minutes prior to the Board's procedures on start of the meeting.
Time Limit	The total time for public comment and shall indicate the not exceed one hour, and speakers shall be allowed on a time available, priority basis. Preference shall be given to those citizens who have not appeared before the Board within 30 days and citizens addressing items on the meeting agenda.

~~No presentation shall exceed three minutes, and time allotments for any one item shall not exceed 30 minutes. However, additional speakers on the same subject shall be allowed when all presentations have not exceeded the allotted one hour for public comment. Persons may not relinquish their time to another speaker.~~

~~Delegations of five or topic on which they wish more persons and representatives of groups or organizations shall appoint one person to present their views before the Board, with the time not to exceed five minutes.~~

Agenda Presentation

~~A request to place an item on the agenda in order to address the Board. shall be made in writing to the Superintendent's office in accordance with timelines established at BE(LOCAL). The request shall include the person's name, address, telephone number, and the subject matter to be presented.~~

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed three minutes per meeting.

Meeting
Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

~~If a citizen's request has been scheduled on the agenda, the Board shall make whatever response or take whatever action it deems appropriate to handle the matter. Such response or action may include:~~

- ~~1. Providing an immediate response or taking immediate action.~~
- ~~2. Referring the matter to the Superintendent for action or for further recommendations.~~
- ~~3. Referring the matter to a later meeting for further discussion or study.~~
- ~~4. Indicating that the matter will be taken under advisement.~~

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliber-

ate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

~~None of the above restrictions shall prevent the Board from consulting with personnel who may have information germane to the matters under consideration. Such persons shall be invited by the Board and may include attorneys, architects, professional educators, physicians, and the like.~~

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual~~person~~ continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual~~person~~ removed from the meeting.

BOARD POLICY UPDATE #113

BJCD(LOCAL): SUPERINTENDENT-EVALUATION

Rationale:

Recommended revisions streamline this local policy on superintendent evaluation by deleting specifics about the evaluation instrument and the list of board objectives in conducting the evaluation. These changes were prompted by recently updated Administrative Code rules. The changes also clarify that although the evaluation typically takes place in a closed meeting, the superintendent may request an open meeting. An overview of legal requirements and links to TASB's Superintendent Evaluation Instrument are available on the TASB Leadership Team Services website.

**EVALUATION
INSTRUMENT**

~~The instrument used to evaluate the Superintendent shall be based on the Superintendent's job description [see BJA(LOCAL)], including an assessment of the District's priority performance goals as set forth in the District improvement plan, and an evaluation of general job performance responsibilities. The evaluation instrument shall be adopted by the Board.~~

Written Evaluation

The Board shall prepare a written evaluation of the Superintendent **at annual or more frequent** ~~at intervals it determines appropriate.~~

~~The evaluation shall generally be held at the conclusion of the school year or as fixed by the terms of the Superintendent's contract.~~

The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in **a closed meeting**, unless the Superintendent requests **that the discussion be open** ~~otherwise.~~

OBJECTIVES

~~The Board shall strive to accomplish the following objectives in conducting the Superintendent's written evaluation:~~

- ~~1. Clarify to the Superintendent his or her role, as seen by the Board.~~
- ~~2. Clarify to Board members the Superintendent's role, according to the Board's written criteria, as expressed in the Superintendent's job description and the District's goals and objectives.~~
- ~~3. Foster an early understanding among new Board members of the evaluation process and the Superintendent's current performance objectives and priorities.~~
- ~~4. Develop and sustain a harmonious working relationship between the Board and the Superintendent.~~
- ~~5. Ensure administrative leadership for excellence in the District.~~

Informal Evaluation

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

BOARD POLICY UPDATE #113

EFD(LOCAL): INSTRUCTIONAL RESOURCES-FIELD TRIPS

Rationale:

The District's locally developed provisions on field trips, dating from 1989, should be deleted; we recommend that current rules for field trips be placed in the District's administrative regulations.

Annotations are shown as follows.

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INSTRUCTIONAL RESOURCES
FIELD TRIPS

EFD
(LOCAL)

Local Field Trips

Local field trips are defined as field trips within the District.

Subject Area Field Trips

The administrators for elementary, middle, and high schools will provide composite lists of approved field trips prior to the beginning of the school year. Distribution of the composite lists will be made to all principals for discussion at faculty meetings and for posting on bulletin boards. The composite lists will give the following information:

1. — Department.
2. — Director of the program.
3. — Subject area.
4. — Place to be visited.
5. — Grade level.

Field Trips

Classroom teachers wishing to plan a local field trip for their students shall comply with the following:

1. — A teacher may take students on local field trips with prior approval of the principal.
2. — A teacher may permit a student to participate in a field trip or other activity under school sponsorship away from the school with written permission from the parent.
3. — On all field trips appropriate supervision shall be determined by the principal.
4. — An employee will not be permitted to take his or her own child on a field trip unless that child is officially assigned by the principal as a part of the employee's load as a teacher, coach, aide, bus driver, or other similar position.

BOARD POLICY UPDATE #114

ELA(LOCAL) CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

Rationale:

The recommended revision to this local policy on partnership charters consists of a citation change at Authorization Campus Partnerships and was prompted by HB 3, which moved provisions from Education Code Chapter 42 to Chapter 48.

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CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

Authorization	To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 48.25242-2544, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to rigorous decision-making and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of the proposed campus charter.
Definitions	An operating partner means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.
"Operating Partner"	
"Partnership Program"	A partnership program means a District-initiated program established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.
Compliance with Law	A partnership program shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]
Application Process	In establishing a partnership program, the District may issue requests for applications designed to identify operating partners best qualified to meet the needs of the District. The Board shall consider an application if the applicant: <ol style="list-style-type: none">1. Meets the eligibility requirements for a campus charter in accordance with law;2. Follows the application process established by the District; and3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter. The application process shall include: <ol style="list-style-type: none">1. A comprehensive written application;2. A rigorous review of the application by a charter application review committee;3. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

Content

4. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
5. A vote by the Board to approve or deny each application.

An application shall include the following, at a minimum:

1. The purpose and community need for the proposed campus charter;
2. A statement of the proposed campus charter's mission and goals;
3. Identification of the students to be served;
4. The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;
5. The plan for meeting the needs of students with disabilities, English language learners, and other special populations;
6. The plan for measuring and reporting student achievement and increases in student achievement for all student groups;
7. The financial and business plan, including a proposed five-year operating budget and a contingency budget for lower than expected enrollment;
8. Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and campus leadership;
9. The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;
10. Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;
11. Identification and description of any services the proposed campus charter expects to be performed by the District (e.g., transportation, food);
12. The proposed campus charter's leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;
13. The campus charter's staffing and employment plan consistent with federal and applicable state guidelines, including

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

due process, employment contract nonrenewal, and termination procedures;

14. Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;
15. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law;
16. The student discipline plan and procedures;
17. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and
18. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion.

Review Committee
Composition

The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation of each application submitted in accordance with the District's published application procedures.

The review committee shall be composed of District staff and external evaluators with relevant and diverse expertise.

Conflicts of Interest

A review committee member shall disclose any potential conflict of interest with an applicant.

Review Process

The review committee may:

1. Request additional information or documents from the applicants;
2. Schedule interviews with applicants; or
3. Request that the Board schedule a public hearing to allow applicants an opportunity to present their application and campus plans to the Board and to the community before formal consideration by the Board.

Recommendations

The review committee shall provide to the Superintendent a recommendation for denial or approval of each application based on the District's established criteria. After considering the review committee's recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.

Charter Performance Contract

If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

which the campus charter will operate and be evaluated during the charter term and for renewal.

Each charter performance contract shall address the material terms of the campus charter's operation as required by law. Each charter performance contract shall be granted for a period of up to ten years with a rigorous review every five years.

Standards

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.

**Oversight and
Evaluation**

Monitoring System

The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board's performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.

Data Collection

Campus charters shall provide information and data to the District pursuant to state law and the District's reporting schedule using a state-approved student management system.

The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.

Evaluation and
Reports

Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.

The Board shall communicate evaluation results to the campus charter's governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.

	<p>The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.</p>
Campus Charter Autonomy	<p>In accordance with law and the charter performance contract, the Board shall support the operating partner's authority over the campus charter's day-to-day operations.</p> <p>The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter's performance and operations.</p>
Conflicts of Interest	<p>The District and the operating partner shall comply with applicable conflict of interest provisions in law.</p>
Intervention	<p>The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.</p> <p>Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.</p>
Probation	<p>The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.</p>
Criteria	
Procedure	<p>In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:</p> <ol style="list-style-type: none">1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board

decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.

4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.
5. The District shall establish a timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Notification

If the District decides to place a charter on probation, the District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Revocation

Criteria

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract;

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

7. Multiple placements on probation as specified in the charter performance contract; or
8. Failure of the District to obtain the benefits of Education Code 11.174 and 4842.2511, if applicable.

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including a decision by the commissioner of education to extend an exemption from a sanction or other action under Education Code 11.174(g); the severity of the violation; applicable law; and any previous violation committed by the campus charter.

Procedure

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

Notification

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.

Contract Renewal

Upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

The Board shall consider the following, in addition to other factors specified in the charter performance contract:

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and
4. The campus charter's performance on corrective action plans or other required interventions, if necessary.

Procedure

The District shall publish the renewal application process, including the renewal criteria and timelines.

As part of the renewal application process, the District may provide each campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter's performance record over the contract term and states the District's summative findings concerning the campus's performance and its prospects for renewal.

Decision Not to Renew

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter performance contract;
2. Failure to meet generally accepted accounting standards for fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reason as determined by the Board.

Notification

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.

Closure Protocol

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District

Fort Worth ISD
220905

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE MINUTES FROM THE JANUARY 17, 2020 BOARD POLICY COMMITTEE MEETING

BACKGROUND:

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes from the January 17, 2020 Board Policy Committee
2. Decline to Approve Minutes from the January 17, 2020 Board Policy Committee
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Minutes from the January 17, 2020 Board Policy Committee

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth ISD Board of Trustees

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Fort Worth ISD Board Policy Committee

Meeting Minutes

January 17, 2020 at 12 p.m.

Board Library Room 150A 100 University Drive, Fort Worth, Texas 76107

Board Committee Members and Staff Present:

Ashley Paz, Chair Carin "CJ" Evans Quinton Phillips
Amanda Coleman

Visitors

0 visitors present

Call to order at 12:03 p.m. by Ashley Paz.

- A. Discussion of policy BE(LOCAL): policy will move to Board approval at February 25th meeting. Staff recommendations considered.
- B. Discussion of policy BED(LOCAL): policy will move to Board approval at February 25th meeting. A regulation will be created to support procedures and processes in place for this policy.
- C. Discussion of policy BBB(LOCAL): policy will move to Board approval at February 25th meeting.
- D. Discussion of policy BBE(LOCAL): policy will move to Board approval at February 25th meeting.
- E. Discussion of policy BDD(LOCAL): policy will move to Board approval at February 25th meeting.
- F. Discussion of policy BJALOCAL): policy will be discussed at a later meeting
- G. Discussion of policy BJCD(LOCAL): policy will move to Board approval at February 25th meeting.

- Adjourn
- Meeting adjourned at 1:05pm.

Signed: _____

Ashley Paz, Chair

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE BUDGET FOR THE TEACHING AND LEARNING CENTER INTERIOR AND EXTERIOR SIGNAGE AND PHASE I FURNITURE, FIXTURES AND EQUIPMENT REFRESH

BACKGROUND:

The Teaching and Learning Center (TLC) will be a state-of-the-art learning facility. In keeping with the improvements that are taking place with Phase II currently attention must be paid to interior signage and graphics, exterior signage and Phase I FF&E refresh to line up with the current vision and improvements. The goal is to have a facility that is commanding inside and out for the district.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget for the Teaching and Learning Center Interior and Exterior Signage and Phase I Furniture, Fixtures and Equipment Refresh
2. Decline to Approve Budget for the Teaching and Learning Center Interior and Exterior Signage and Phase I Furniture, Fixtures and Equipment Refresh
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget for the Teaching and Learning Center Interior and Exterior Signage and Phase I Furniture, Fixtures and Equipment Refresh

FUNDING SOURCE

TRE

Additional Details

198-81-6398-728-999-99-002-000000
\$425,000
198-81-6299-728-999-99-002-000000
\$697,000

COST:

\$1,256,000.00

VENDOR:

Not Applicable

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Teaching and Learning Center

RATIONALE:

Approval of this request will allow the Capital Improvement Program staff to purchase the FF&E to support the state-of-the-art facility.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE AMENDMENTS TO THE COOPERATIVE PROGRAM AND DATA SHARING AGREEMENTS BETWEEN FORT WORTH ISD AND OFFICE OF STRATEGY & POLICY AT THE UNIVERSITY OF TEXAS AT AUSTIN ONRAMPS

BACKGROUND:

The purpose of the Cooperative Program and Data Sharing Agreements between Fort Worth ISD and Office of Strategy and Policy at the University of Texas at Austin OnRamps is to provide high school students the opportunity to earn high school credit from their school district and the opportunity to earn college credits from The University of Texas at Austin through a distance education course. The original budget for OnRamps tuition was not sufficient to cover the increased OnRamps enrollment numbers throughout the district for both Fall 2019 and Spring 2020. The original enrollment estimate for OnRamps in March 2019 was 1705 and increased to 3602 by August 2019. The original budget was not sufficient to cover the expanding need for additional teachers to be trained by OnRamps for increased student enrollment and new courses including Physics, 2, Biology, and Chemistry 2.

The partnership with the University of Texas at Austin OnRamps will address college access for low-income families and often first-generation college students with no TSI barrier in a low risk, high reward environment.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Amendments to the Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy & Policy at The University of Texas at Austin OnRamps.
2. Decline to Approve Amendments to the Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy & Policy at The University of Texas at Austin OnRamps.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Amendments to the Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy & Policy at The University of Texas at Austin OnRamps

FUNDING SOURCE

Additional Details

Special Revenue

289-11-62XX-XXX-XXX-24-512-000000-20F12- \$120,000

289-13-6411-XXX-XXX-24-512-000000-20F12- \$270,000

289-11-6116-TST-999-24-512-000000-20F12- \$140,000

COST:

\$530,000

VENDOR:

University of Texas at Austin Texas, Office of Strategy and Policy

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Office of Innovation: Collegiate Programs & Advisement
Arlington Heights High School
Benbrook Middle/High School
Carter Riverside High School
Dunbar High School
Diamond Hill-Jarvis High School
Eastern Hills High School
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
IM Terrell Academy
Trimble Tech High School
Western Hills High School
OD Wyatt High School
World Languages Institute
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The purpose of the amended agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school that lead to a post-secondary degree and/or certificate, and to impact first-generation college students.

INFORMATION SOURCE:

Jerry Moore

2019-2020

OnRamps Dual-Enrollment Program Fees

ONRAMPS PER STUDENT FEE INCLUDES:

- **Course content:** Students receive access to OnRamps yearlong curriculum that challenges them to master content and assignments developed by The University of Texas at Austin.
- **Technology:** Access to the same technology used by UT students to support learning and immerse students in the college experience.
- **Assessments:** Assessments that mirror those given at the university, and are evaluated by UT instructors.
- **Credit:** If requirements are met, students receive college credit through the University of Texas at Austin that is transferable to any Texas public university as well as other institutions in Texas and beyond depending on the policies of those institutions.
- **Instruction:** A UT-trained high school teacher who receives on-going support from UT faculty and staff. A UT instructor of record who will evaluate and provide feedback on students' college-level work.

Student Enrollment Fee	Per Student	\$249.00
	Per Student (free and reduced lunch)	\$199.00
*Subsidized Student Enrollment Fee	Per Student	\$149.00
	Per Student (free and reduced lunch)	\$99.00

*With the 86th Texas Legislative Session underway, how and to what extent college-credit bearing programs like ours are funded is yet to be determined. Although, we feel very confident that the appropriation will be reinstated and the latter cost will be the 2019-2020 fees. Due to our rapidly increasing size and demand, even existing funding would not be able to cover or sustain our operation. To address this, we have developed a cost structure model that—through extensive surveys and research—reflects feedback from various school administrations and leadership about how we can lessen the burden to our partnerships.



2019-2020

OnRamps Dual-Enrollment Program Fees

ONRAMPS TEACHER PROFESSIONAL LEARNING FEE INCLUDES:

- **Course content:** Teachers receive access to OnRamps yearlong curriculum delivered by The University of Texas at Austin that challenges students to master content and assignments developed by the university, including scope and sequence, daily activities, quizzes, and assessments that are aligned with an existing UT course.
- **Professional Learning:**
 - **Summer Institute:** During a 2-week residential institute, held at UT, teachers are immersed in 1) learning the content of their OnRamps course, 2) developing their skill in implementing the innovative pedagogy underlying the course, 3) navigating OnRamps technology tools, including Canvas learning management system, and 4) cultivating a community of practice.
 - **1-day workshops:** Held in the fall and spring, the 1-day workshops are designed to address immediate challenges and opportunities teachers face in their implementation of OnRamps.
 - **Virtual and 1:1 support:** Each teacher will have access to an instructional coach who provides ongoing support and training for effective implementation of the curriculum, access to Simbe, virtual coaching platform to receive immediate feedback on their classroom delivery.

Professional Development

New Teacher:

A teacher offering the course for the first time must attend the full summer institute

\$1250*

Per Teacher

Returning Teacher:

A teacher who has taught the course before must attend the 3-day summer institute.

\$850*

Housing for Summer Institute

On Campus

Per night

\$40**

*The professional development fee includes all professional development activities for the year and meals during the summer institute. Housing and travel costs are the responsibility of the district. OnRamps will facilitate the process of reserving housing for the summer institute. For budget planning purposes, the summer institute is 9 nights.

**\$40.00 is per teacher double occupancy in a dorm.



The University of Texas at Austin
OnRamps

EXPERIENCE COLLEGE BEFORE COLLEGE

District Course Request Ta



Course ID	Course Description	Category	Grade 9	Grade 10	Grade 11	Grade 12	Total Requests
3044AB	ENG 3AB OR	ELA		74	135	1	210
3045AB	ENG 4AB OR	ELA			99	138	237
1073AB	ART4DGMD AB OR	FA			1	4	5
7050AB	ALG 2AB OR	MA	9	26	52	1	88
7119 AB	PRECALC AB OR	MA	1	41	119	98	259
7146AB	STAS 1AB OR	MA			12	30	42
7534AB	ESSA 1AB OR	SC			1	1	2
7597AB	CHEM 1AB OR	SC		4	70	26	100
7613 AB	PHYS AB OR	SC		91	232	37	360
STH03724AB	SCIRD AB/H:ELE OPT NUC	SC		8		4	12
8049AB	US HIST AB OR	SS			1	343	345
2159AB	TACS 1 AB OR	TA		6	19	20	45
							Total-1705

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE LICENSE AGREEMENT WITH TEXAS CHRISTIAN UNIVERSITY FOR THE 2020 GRADUATION CEREMONIES

BACKGROUND:

Texas Christian University will be the location of the 2020 Graduation Ceremonies for Benbrook High School on May 29, 2020; Eastern Hills High School, Western Hills High School, and Dunbar High School on May 30, 2020; North Side High School, Southwest High School, and Arlington Heights High School on May 31, 2020. The costs associated with each graduation ceremony are, as follows:

- Stadium People (Parking Lot Security) Fee: \$ 1,400.00 per graduation (Security-parking lot, bag check, concourse, downstairs)
- Electro (Sound) Fee: \$1,200.00 per graduation
- Wang (Housekeeping) Fee \$3,600.00 per graduation
- Medstar (Standby Ambulance) Fee: \$425.00 per graduation
- Taylor's Tent (from line-up to arena) Fee \$850.00 per graduation
- PP Staff (Physical Plant Staff) Fee \$325.00 per graduation
- Ushers & More (at each portal in arena) Fee \$1,500.00 per graduation
- Jose (Athletic Staff) Fee: \$225.00 per graduation
- Conference Service (Staff, Signage, Admin, etc.) Fee \$2,390.00 per graduation
- Video Board (\$75/HR) Fee \$300.00 per graduation
- TCU Police/ Golf Carts Fee: \$1,500.00 per graduation
- FWPD Fee: \$1,750.00 per graduation
- Total for each graduation \$15,465.00

STRATEGIC GOAL:

- 1- Increase Student Achievement

ALTERNATIVES:

1. Approve License Agreement with Texas Christian University for the 2020 Graduation Ceremonies
2. Decline to Approve License Agreement with Texas Christian University for the 2020 Graduation Ceremonies
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve License Agreement with Texas Christian University for the 2020 Ceremonies

FUNDING SOURCE

Additional Details

General Fund

199-11-6266-001-698-11-349-000000

COST:

\$108,255.00

VENDOR:

Texas Christian University

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

BENBROOK HIGH SCHOOL, EASTERN HILLS HIGH SCHOOL, WESTERN HILLS HIGH SCHOOL, DUNBAR HIGH SCHOOL, NORTH SIDE HIGH SCHOOL, SOUTHWEST HIGH SCHOOL, AND ARLINGTON HEIGHTS HIGH SCHOOL

RATIONALE:

The facility has all accommodations which include, convenient location, space, and parking for these events.

INFORMATION SOURCE:

Cherie Washington

MEMO

Secondary School Leadership

100 N. University Dr., Ste. NW 255-B Fort Worth, Texas 76107
OFFICE 817.814-2311 FAX 817.814-23507
Benjamin.leos@fwisd.org



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Date: January 14, 2020
To: Cheric Washington
From: Benjamin Leos
Subject: Contract/Agreement Transmittal Form

This memo is to request the approval and obtain signatures on the attached Contract/Agreement Transmittal form for Texas Christian University, Ed & Rac Schollmaier Arena

The Christian University Ed & Rac Schollmaier Arena will be the location for the 2020 graduation ceremonies for the following schools:

FRIDAY, MAY 29, 2020

Benbrook High School Ed & Rac Schollmaier Arcna (TCU) - 7:00 P.M.

SATURDAY, MAY 30, 2020

Eastern Hills High School Ed & Rac Schollmaier Arena (TCU) - 9:00 A.M.

Western Hills High School Ed & Rac Schollmaier Arena (TCU) - 2:00 P.M.

Dunbar High School Ed & Rac Schollmaier Arena (TCU) - 7:00 P.M.

SUNDAY, MAY 31, 2020

North Side High School Ed & Rac Schollmaier Arena (TCU) - 11:00 A.M.

Southwest High School Ed & Rac Schollmaier Arena (TCU) - 3:00 P.M.

Arlington Heights High School Ed & Rac Schollmaier Arena (TCU) - 7:00 P.M.

The total contract amount for rental of the facility should not exceed \$108,255.00.

Thank you for your assistance with this matter.

/mb

**TEXAS CHRISTIAN UNIVERSITY
GENERAL FACILITIES AGREEMENT
NON-RESIDENTIAL CONFERENCES**

This Agreement is made and entered into by and between Texas Christian University ("TCU"), located in Fort Worth, Tarrant County, Texas, and the Sponsor listed below. TCU and Sponsor agree as follows:

I. SPONSOR AND EVENT:

Sponsor: FORT WORTH INDEPENDENT SCHOOL DISTRICT

Sponsor's Address: 100 NORTH UNIVERSITY DRIVE, SUITE 257 NW, FORT WORTH TX 76107, c/o BENJAMIN LEOS

Event: FORT WORTH INDEPENDENT SCHOOL DISTRICT REHEARSALS AND GRADUATIONS - SCHEDULE ATTACHED

Dates of Event: MAY 15-31, 2020

Sponsor warrants to TCU that the information furnished in the Special Events Application submitted by Sponsor to TCU in connection with the Event is true and correct.

II. FACILITIES, EQUIPMENT AND SERVICES: Subject to and upon the terms and conditions contained in this Agreement, TCU agrees to furnish to Sponsor the facilities and equipment and services as listed on the Facilities, Equipment and Services Attachment(s).

III. CHARGES: Charges for the above Facilities, Equipment and Special Services are as follows:

Itemized Basic Charges for Non-Residential Facilities, Equipment and Special Services:

THE CHARGES FOR USE OF SCHOLLMAYER ARENA FOR GRADUATIONS INCLUDE TCU SECURITY, PARKING LOT SECURITY, FWPD TRAFFIC CONTROL, USHERS, VIDEO BOARD USAGE, MEDSTAR-REHEARSALS ARE \$15,465/GRADUATION. THERE ARE 7 HIGH SCHOOL GRADUATIONS FOR A TOTAL OF \$108,255.

All federal and local taxes and charges which may be imposed on or applicable to this Agreement and to the services rendered by TCU are in addition to the price agreed upon and the Sponsor agrees to pay them separately.

IV. PAYMENT:

A. Deposit. A deposit equal to the sum of the Basic Charges is due and payable by MARCH 15, 2020 for \$54,127.50 AND FINAL PAYMENT MAY 15, 2020 for \$54,127.20. In the event Sponsor cancels prior to APRIL 1, 2020 Sponsor shall be entitled to a refund of all deposits paid, less expenses actually incurred by TCU. The deposit shall otherwise be non-refundable.

B. Balance. TCU will submit a statement to Sponsor for the remaining balance owing, and Sponsor shall pay TCU the balance due within ten (10) days after receipt of the statement. All past due amounts shall bear interest at the highest lawful rate until paid.

C. Special payment terms: NONE.

V. CONDITIONS:

A. The obligations of TCU under this Agreement are conditioned upon:

1. Timely receipt of the Deposit in good funds;

2. Receipt by TCU, not less than twenty (20) working days before the beginning of the scheduled Event, of a certificate or other satisfactory proof of the liability and all other insurance coverage required herein;
 3. Receipt by TCU, not less than five (5) working days before the beginning of the scheduled Event, of written certification that all persons, in a position that involves direct contact with a person under the age of eighteen years of age, have completed a Campus Program for Minors Training and Examination Program on Sexual Abuse and Child Molestation approved by the Texas Department of State Health Services;
 4. Compliance by Sponsor with its warranties and obligations herein; and
 5. Availability of the Facilities.
- B. In the event that TCU buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event that other circumstances render the fulfillment of this Agreement by TCU impractical or impossible, or in the event that TCU is closed due to weather, TCU shall be excused from performance hereunder, and Sponsor shall be obligated to pay only for those services, activities and events which shall have occurred prior to said casualty or circumstance. Sponsor waives any claim for damages or compensation resulting from casualty, fire or other circumstance causing curtailment of this Agreement. **SPONSOR'S SOLE REMEDY FOR ANY UNEXCUSED NON-PERFORMANCE BY TCU SHALL BE LIMITED TO THE RETURN OF ALL SUMS PAID TO TCU BY SPONSOR.**

VI. **NO WARRANTIES:**

TCU makes no warranties or representations, either express or implied, or arising by operation of law, with regard to the condition of the facilities or equipment and Sponsor expressly acknowledges that Sponsor has thoroughly inspected and is accepting the facilities and equipment for its use for the Event on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis.

VII. **INSURANCE, INDEMNITY, AND LIABILITY**

- A. Sponsor agrees to keep and maintain for the entire time covered by this Agreement, at Sponsor's sole cost and expense, general public liability insurance (which must include sexual abuse and molestation coverage if minor children will be on, in or about the TCU Campus) and auto liability insurance insuring Sponsor against any and all claims for injury to person or damages to property, or for death or loss of property in connection with the Event, occurring on, in or about the TCU campus, for limits of not less than \$1,000,000.00 per occurrence and in the aggregate. Sponsor shall attach a valid certificate of insurance upon execution of this Agreement. The policies shall be on a form acceptable to TCU and endorsed to include TCU as an additional insured and shall state that the insurance is primary insurance as regards any other insurance carried by TCU. Each such policy shall provide that it shall not be canceled without thirty (30) days prior written notice being furnished to TCU. Sponsor agrees to waive any rights of subrogation against TCU and further agrees that the insurance coverage required herein will include a waiver of subrogation in favor of TCU. The policies shall also include broad form contractual liability coverage in support of the indemnity section of the Agreement. In the event satisfactory proof of such insurance is not furnished with time required, TCU may terminate this Agreement.
- B. **SPONSOR HEREBY FULLY RELEASES AND FOREVER DISCHARGES TCU AND ALL INSTRUCTORS, AGENTS, EMPLOYEES, OFFICERS, TRUSTEES AND AFFILIATES OF TCU (COLLECTIVELY, THE "INDEMNITEES")** of and from any and all liability to Sponsor, its successors and/or assigns, personal representatives, heirs and next of kin, for any and all losses, liabilities, damages, claims, lawsuits and actions of any kind or description for injury to or death of Sponsor or damage to or loss of property of Sponsor (each a "Claim"), directly or indirectly, arising out of, resulting from or relating to (i) this Agreement; (ii) **ANY ACT OR OMISSION ON THE PART OF THE INDEMNITEES, INCLUDING ANY NEGLIGENT CONDUCT OF THE INDEMNITEES** but excluding any gross negligence or willful misconduct

of the Indemnitees; (iii) the condition, use or operation of the facilities or any other part of the TCU campus; (iv) the condition, use or operation of any of the equipment or provision of any services furnished hereunder; (v) conduct of the Event; or (vi) any one or more of the foregoing.

C. **TO THE EXTENT PERMITTED BY LAW, SPONSOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNITEES** for, from and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind or description for injury to or death of any person or damage to or loss of property (each a "Claim") directly or indirectly by, arising out of, resulting from or relating to (i) this Agreement, including, but not limited to, any breach, violation or non-performance of any covenant of Sponsor under this Agreement; (ii) any act or omission on the part of any participant in the Event or Sponsor or any invitee, licensee, employee, director, officer, servant, contractor or subcontractor of Sponsor; (iii) **ANY ACT OR OMISSION ON THE PART OF TCU, INCLUDING ANY NEGLIGENT CONDUCT OF THE INDEMNITEES** but excluding any gross negligence or willful misconduct of the Indemnitees; (iv) the condition, use or operation of the facilities or any other part of the TCU campus; (v) the condition, use or operation of any of the equipment or provision of any services furnished hereunder; (vi) participation in or conduct of the Event; or (vii) any one or more of the foregoing.

D. **Workers' Compensation.**

[CHECK SPACE "1", "2" or "3" BELOW AS APPLICABLE. IF SPACE "1" IS CHECKED, ALSO CHECK SPACE "a.", "b." or "c." AS APPLICABLE.]

1. _____ If this space is marked, Sponsor acknowledges that it will have employees and/or volunteers (whether paid or unpaid) on the property and buildings of the TCU campus during and/or in connection with the Event; and Sponsor represents and warrants to TCU that it affords medical and wage benefit protection for any potential injury to any of its employees through one of the following [check appropriate space]:

a. _____ worker's compensation coverage pursuant to Texas Labor Code Chapter 406, and Sponsor will furnish to TCU proof of such coverage upon execution of this Agreement. This policy shall include a waiver of subrogation in favor of TCU.

b. _____ an election to be self-insured for worker's compensation coverage pursuant to Texas Labor Code Chapter 407, and Sponsor will furnish to TCU proof of such self-insurance, in the form of a certificate of authority to self-insure as provided for in Texas Labor Code 407 Subpart D upon execution of this Agreement.

c. _____ its own wage and benefits program for the compensation of employee injury if Sponsor has chosen not to obtain worker's compensation insurance coverage pursuant to the Texas Workers' Compensation Act, and Sponsor will furnish to TCU, upon execution of this Agreement (i) a copy of Form TWCC-5 pursuant to which Sponsor elected to become a nonsubscriber, (ii) a copy of Sponsor's wage and benefit plan designed to provide benefits to employees in the course and scope of employment, (iii) copies of certificates of insurance which reimburse Sponsor for the payment of such benefits or, alternatively, provide such benefits to injured employees, and (iv) a copy of Sponsor's certificate of insurance for excess indemnity coverage in an amount not less than \$3,000,000.00 per employee with a retention of no greater than \$100,000.00. The insurance policies shall be on a form acceptable to TCU and endorsed to include TCU as an additional insured and shall state that the insurance is primary insurance as regards any other insurance carried by TCU. The policies shall also include broad form contractual liability coverage in support of

the indemnity sections of this Agreement. Sponsor agrees to waive any rights of subrogation against TCU and further agrees that the insurance coverage required herein will include a waiver of subrogation in favor of TCU. In the event satisfactory proof of such insurance is not furnished within the time required, TCU may terminate this Agreement.

2. _____ If this space is marked, Sponsor represents and warrants to TCU that it will have no staff, employees, and/or volunteers (paid or unpaid) on the TCU campus at any time during or in connection with the Event.
3. _____ **If this space is marked, Sponsor represents and warrants to TCU that it will have no paid staff and/or employees on the TCU campus at any time during or in connection with the Event, and Sponsor further represents and warrants to TCU that any independent contractors and/or volunteers of Sponsor who may be on the TCU campus at any time during or in connection with the Event have executed a legally binding release and waiver of any claims against Sponsor and TCU that such independent contractors and/or volunteers may have for any potential injury sustained by them in connection with the Event. Sponsor shall provide a copy of all such waivers and/or releases to TCU no later than fifteen (15) days prior to the event.**
4. _____ Sponsor does not carry workers compensation coverage and is sending one or more employees or volunteers to the Event. Sponsor agrees to defend, indemnify and waive all rights of subrogation related to any work related accident.

WITHOUT LIMITING IN ANY WAY ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, SPONSOR AGREES TO THE EXTENT PERMITTED BY LAW TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Indemnitees from any and all liability, costs or attorneys' fees incurred in defending any claim for physical or emotional injuries, medical benefits or lost wage benefits made on behalf of any employee, Independent contractor or agent of Sponsor in connection with the Event.

- E. Sponsor acknowledges and agrees that all of Sponsor's employees, independent contractors, agents, guests, invitees and participants are under Sponsor's direct and complete supervision and control and are the sole responsibility of Sponsor. Sponsor agrees to reimburse TCU for any damages or loss, beyond reasonable wear and tear, resulting from the use of the facilities and equipment by Sponsor, its employees, independent contractors, guests, invitees and/or participants.
- F. Sponsor acknowledges and agrees that neither Sponsor, nor any of Sponsor's employees, independent contractors, agents, guests, invitees or participants will at any time be considered employees, agents or independent contractors of TCU as a result of Sponsor's use of the Facility for the Event.
- G. TCU assumes no responsibility for damage to or loss or theft of any personal property or equipment of Sponsor or of its employees, independent contractors, agents, guests, invitees or participants before, during or following the Event.
- H. **IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE RELEASE AND INDEMNITY PROVISIONS CONTAINED HEREIN INCLUDE THE RELEASE AND INDEMNIFICATION, AS APPLICABLE, BY SPONSOR OF TCU AND THE OTHER INDEMNITEES FROM THE CONSEQUENCES OF THE INDEMNITEES' OWN NEGLIGENCE, REGARDLESS OF ANY EXTRAORDINARY SHIFTING OF RISKS, AND EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OR SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY INDEMNITEE AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SUCH INDEMNITEE, BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.**

VIII. CONDUCT AND COMPLIANCE WITH LAWS AND REGULATIONS:

- A. Sponsor shall adhere to, and shall cause its employees, independent contractors, agents, guests, invitees and participants to adhere to, all TCU policies, regulations and guidelines applicable to the conduct of the Event and to the use of the facilities and equipment. Sponsor acknowledges receipt of a copy of such policies, regulations and guidelines, and same are incorporated herein by reference. Sponsor shall cooperate and coordinate at all times with TCU's Campus Police in enforcing regulations and in internal security and theft control.
- B. Sponsor shall conduct the Event in an orderly manner and in full compliance with all applicable laws, ordinances and regulations.
- C. Sponsor shall use the facilities and equipment for no purpose other than the Event.
- D. TCU retains control over the facilities, equipment and services provided, and reserves the right: (i) to enter any room or facility for the purpose of inspection, repair or emergency; (ii) to revoke the campus privilege, including utilization of any of its facilities, of any occupant or other person whose conduct, solely in TCU's opinion, becomes injurious or is potentially injurious to the university community or is otherwise objectionable; and (iii) to reassign facilities to ensure a maximum and appropriate utilization of facilities.
- E. The Sponsor shall be fully responsible for compliance with the Americans With Disabilities Act of 1990, as the same may be amended, and all rules and regulations promulgated thereunder (the "ADA") with respect to: (a) the policies, practices, procedures and eligibility criteria employed by (i) the Sponsor or (ii) any person other than TCU providing goods or services in connection with the Event; (b) the provision of auxiliary aids and services (i) in areas designated for the exclusive use or within the control of the Sponsor and (ii) required for the specific activities of the Sponsor; (c) architectural, communications and transportation barriers created by or within the control of the Sponsor; (d) any violation of wheelchair seating requirements, to the extent that the Sponsor exercises control or direction of seating in any assembly area; and (e) any examinations or courses offered by the Sponsor relating to applications, licensing, certification or credentialing for secondary or post-secondary education, professional or trade purposes. In recognition of the limitation on TCU's capacity and obligation to provide auxiliary aids and services, the Sponsor agrees to give TCU reasonable prior notification of the number and type of such aids and services as may be required by attendees of the Event. TCU, in turn, agrees to promptly notify the Sponsor of the extent to which such needs exceed TCU's ADA obligations and capacity. Sponsor shall bear the responsibility to provide any aids or services in excess of TCU's ADA obligation, and losses and expenses incurred by TCU (including attorneys' fees and costs) based upon the failure of the Sponsor to comply with the ADA in accordance with the foregoing.

IX. MISCELLANEOUS:

- A. Sponsor agrees that every minor child shall present upon their arrival a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents or legal guardian, to allow for treatment should an accident or an injury occur. Sponsor agrees to maintain said parental releases in Sponsor's possession throughout the Event. The cost of any medical services to participants in Sponsor's event is not the responsibility of TCU.
- B. Sponsor shall provide the TCU Conference Services Office with a schedule of all events including time and place by no later than **APRIL 1, 2019**. No advance materials shall be shipped to TCU prior to five (5) working days before the scheduled event begins. Sponsor shall provide TCU's Conference Services Office with advance copies of proposed advertising materials, and TCU's name shall not be used in any advertisement without TCU's prior written approval.

- C. This Agreement contains the entire agreement between TCU and Sponsor and may only be amended by a written instrument signed by both parties. Each provision of this Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, provided that Sponsor may not assign any interest in this Agreement to a third party without TCU's prior written consent.
- D. This Agreement shall be governed, construed and enforced under the laws of the State of Texas, and venue with respect to any dispute arising between TCU and Sponsor that involves in any way this Agreement shall be exclusively in Tarrant County, Texas.
- E. In the event it becomes necessary for TCU to institute any action at law or in equity to enforce its rights and Sponsor's obligations hereunder, TCU shall be entitled to recover from Sponsor reasonable attorneys' fees and court costs (provided that TCU is the prevailing party in said action), together with all damages allowed by law.
- F. TCU is an equal opportunity institution and subscribes to all requirements of federal law which prohibits discrimination in respect to students, employees, applicants or University programs on the basis of sex, race, color, national origin, age, religion, disability or veteran or other legally protected status.
- G. This Agreement is not binding until it is countersigned by TCU. TCU will honor its terms, rates and availability of facilities and services for fourteen (14) days from the date this Agreement is deposited in the mail addressed to Sponsor or from the date it is otherwise delivered to Sponsor. Thereafter, this Agreement will be subject to change and to availability. Failure of Sponsor to sign and return this Agreement so as to be received by TCU by no later than MARCH 15, 2020 will render this Agreement void and of no effect.
- H. The failure of TCU to insist upon strict and prompt performance of any of the covenants and conditions of this Agreement shall not constitute or be considered a waiver or relinquishment of TCU's right thereafter to enforce such covenant or condition in the event of a continuous or subsequent default on the part of Sponsor.

X. COMPLIANCE WITH TEXAS EDUCATION CODE SECTION 51.976.

In accordance with Texas Education Code Section 51.976 and Texas Christian University policy, Sponsor shall require any person in a position that involves direct contact with a person under the age of eighteen years of age to successfully complete a Campus Program for Minors Training and Examination Program on Sexual Abuse and Child Molestation approved by the Texas Department of State Health Services. Sponsor's authorized representative shall certify in writing, in the manner required by Section V. A. 3., that all persons in a position that involves direct contact with a person under the age of eighteen years of age have completed a Campus Program for Minors Training and Examination Program on Sexual Abuse and Child Molestation approved by the Texas Department of State Health Services.

We, the undersigned, do hereby enter into this Agreement, as witnessed by our signatures below, effective as of the date inserted by TCU below its signature.

TEXAS CHRISTIAN UNIVERSITY
 By: _____
 Date: _____

Printed Name: Margaret Kelly
 Executive Director Community Projects

FORT WORTH INDEPENDENT SCHOOL DISTRICT
 Sponsor
 By: Cherie Washington
 Date: 1/24/20

Printed Name: _____
 Title: _____

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

BENBROOK HIGH SCHOOL GRADUATION 2020

DATE(S): 5/29/2020 - 5/29/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, May 29, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	8:00 AM	10:30 AM	7:00 AM SET-UP, REHEARSAL AT 8:00 AM ✓
	ARENA	7:00 PM	9:30 PM	SET-UP AT 5:00 PM, REHEARSAL AT 7:00 PM

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

**EASTERN HILLS HIGH SCHOOL GRADUATION
2020**

DATE(S): 5/30/2020 - 5/30/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Wednesday, May 27, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	10:00 AM	12:00 PM	REHEARSAL
Saturday, May 30, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	9:00 AM	11:00 AM	SET-UP AT 7:00 AM

EVENT#: 8821

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

**WESTERN HILLS HIGH SCHOOL GRADUATION
2020**

DATE(S): 5/30/2020 - 5/30/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Tuesday, May 26, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	10:00 AM	12:00 PM	REHEARSAL
Saturday, May 30, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	2:00 PM	4:00 PM	SET-UP AT 12:00 PM

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

DUNBAR HIGH SCHOOL GRADUATION 2020

DATE(S): 4/30/2020 - 5/30/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Tuesday, May 26, 2020 ✓				
SCHOLLMAIER ARENA	ARENA	1:00 PM	3:00 PM	REHEARSAL
Saturday, May 30, 2020 ✓				
SCHOLLMAIER ARENA	ARENA	7:00 PM	9:00 PM	GRADUATION

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

NORTH SIDE HIGH SCHOOL GRADUATION 2020

DATE(S): 4/31/2020- 5/31/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, May 29, 2020 ✓				
SCHOLLMAIER ARENA	ARENA	1:00 PM	3:00 PM	REHEARSAL
Sunday, May 31, 2020 ✓				
SCHOLLMAIER ARENA	ARENA	11:00 AM	1:00 PM	SET-UP AT 9:00 AM, GRADUATION 11:00 AM

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

**SOUTHWEST HIGH SCHOOL GRADUATION
2020**

DATE(S): 4/31/2020 - 5/31/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, May 15, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	10:00 AM		REHEARSAL ✓
Sunday, May 31, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	1:00 PM	5:00 PM	GRADUATION AT 3:00 PM ✓

EVENT#: 8824

Page 1 of 1

EVENT FACILITY RESERVATION SUMMARY

As of: 1/14/2020

FOR

**ARLINGTON HEIGHTS HIGH SCHOOL
GRADUATION**

DATE(S): 5/31/2020 - 5/31/2020

<u>BUILDING</u>	<u>ROOM</u>	<u>START</u>	<u>FINISH</u>	<u>SET-UP AND EQUIPMENT</u>
Friday, May 15, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	1:00 PM		REHEARSAL
Sunday, May 31, 2020 ✓				
SCHOLLMAYER ARENA	ARENA	5:00 PM	9:00 PM	SET-UP 5:00 PM, GRADUATION 7:00 PM ✓

EVENT#: 8883

Page 1 of 1

HIGH SCHOOL GRADUATIONS 2020

(FWISD schools/rehearsals might change schools)

MAY 15 – ARLINGTON HEIGHTS HIGH SCHOOL REHEARSAL -1:00 PM

MAY 16 – OPEN DATE – ALL DAY

MAY 26 – WESTERN HILLS HIGH SCHOOL REHEARSAL – 10:00 AM

MAY 26 – DUNBAR HIGH SCHOOL REHEARSAL – 1:00 PM

MAY 26 – OPEN DATE– 7:00 PM

MAY 27– EASTERN HILLS HIGH SCHOOL REHEARSAL 10:00 AM

MAY 27 – BURLESON HIGH SCHOOL 4:00 REHEARSAL 7:00 PM GRADUATION

MAY 28 – SOUTHWEST HIGH SCHOOL REHEARSAL – 10:00 AM

MAY 28 – BURLESON CENTENNIAL HIGH SCHOOL

4:00 REHEARSAL 7:00 GRADUATION

MAY 29 – BENBROOK HIGH SCHOOL REHEARSAL 8:00 AM

MAY 29 – NORTHSIDE HIGH SCHOOL – REHEARSAL 1:00 PM

MAY 29 – BENBROOK HIGH SCHOOL GRADUATION– 7:00 PM

MAY 30 – EASTERN HILLS HIGH SCHOOL GRADUATION – 9:00 AM

MAY 30 – WESTERN HILLS HIGH SCHOOL GRADUATION – 2:00 PM

MAY 30 – DUNBAR HIGH SCHOOL GRADUATION – 7:00 PM

MAY 31 – NORTHSIDE HIGH SCHOOL GRADUATION – 11:00 AM

MAY 31 – SOUTHWEST HIGH SCHOOL GRADUATION – 3:00 PM

May 31 – ARLINGTON HEIGHTS HIGH SCHOOL – 7:00 PM

FORT WORTH INVITATIONAL – MAY 17-24 (at Colonial Country Club)

FORT WORTH HS GRADUATIONS - 2020

STADIUM PEOPLE	1400
(Security - parking lot, bag check, concourse, downstairs)	
ELECTRO (SOUND)	1200
WANG (HOUSEKEEPING)	3600
MEDSTAR (STANDBY AMBULANCE)	425
TAYLOR'S TENT (from line-up to arena)	850
(split with 9 graduations)	
PP STAFF (physical plant staff)	325
USHERS & MORE (at each portal in arena)	1500
JOSE (ATHLETIC STAFF)	225
CONFERENCE SERVICES (staff, signage, admin, etc.)	2390
VIDEO BOARD (\$75/HR)	300
TCU POLICE/ GOLF CARTS	1500
FYPD	<u>1750</u>
Total for each graduation	15465

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE RATIFICATION OF THE ELECTRIC DELIVERY COMPANY EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR BENBROOK MIDDLE/HIGH SCHOOL ADDITION/RENOVATION JOB NO. 071-102 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Electric Delivery Company is requiring an easement and right-of-way for underground electric supply and communications lines at Benbrook Middle/High School (Job No. 071-102). This Easement and Right-of-Way Agreement with Oncor is for part of Block 39, Westpark Addition, an addition in the City of Benbrook, Tarrant County, Texas, according to the plat recorded in Volume 388-215, Page 10, Plat Records, Tarrant County, Texas. With the intent to mitigate any delays in construction, CIP requested and was granted approval for the easement in advance of this board meeting. This agenda item is to ratify the approval of the aforementioned easement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of the Electric Delivery Company Easement and Right-Of-Way Agreement for Benbrook Middle/High School Addition/Renovation Job No. 071-102 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Ratification of the Electric Delivery Company Easement and Right-Of-Way Agreement for Benbrook Middle/High School Addition/Renovation Job No. 071-102 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of the Electric Delivery Company Easement and Right-Of-Way Agreement for Benbrook Middle/High School Addition/Renovation Job No. 071-102 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Oncor Electric Delivery Company

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Benbrook Middle/High School

RATIONALE:

In order for the new addition to have adequate power and communications to operate, a new easement and right-of-way must be granted to the Electrical Delivery Company.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE THE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR WESTERN HILLS HIGH SCHOOL JOB #015-202 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at Western Hills High School (Job #015-202 / Bid #19-100) on May 21, 2019.

The FF&E for this project will be purchased in phases as construction in specific areas are completed. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Western Hills High School addition/renovation project.

STRATEGIC GOAL:

2 - Improve Operation Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Western Hills High School Job #015-202 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Western Hills High School Job #015-202 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Western Hills High School Job #015-202 in Conjunction with the 2017 Capital Improvement Program.

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-015-99-000-015202

COST:

Not to Exceed \$1,266,210.00

VENDOR:

MeTEOR Education, LLC - RFP #19-005

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #015 Western Hills High School

RATIONALE:

The purchase of FF&E is necessary for the new and renovated spaces at Western Hills High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE THE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR DIAMOND HILL-JARVIS HIGH SCHOOL JOB #004-201 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at Diamond Hill-Jarvis High School (Job #004-201 / Bid #19-044) on January 22, 2019.

The FF&E for this project will be purchased in phases as construction in specific areas are completed. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Diamond Hill-Jarvis High School addition/renovation project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Diamond Hill-Jarvis High School Job #004-201 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Diamond Hill-Jarvis High School Job #004-201 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for Diamond Hill-Jarvis High School Job #004-201 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

CIP 2017

Additional Details

671-81-XXXX-B43-004-99-000-00420

COST:

Not to Exceed \$1,074,150.00

VENDOR:

MeTEOR Education, LLC - RFP #19-005

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #004 Diamond Hill-Jarvis High School

RATIONALE:

The purchase of FF&E is necessary for the new and renovated spaces at Diamond Hill-Jarvis High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE STORMWATER FACILITY MAINTENANCE AGREEMENT FOR DIAMOND HILL-JARVIS HIGH SCHOOL JOB NO. 004-201 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

It has been determined that the City of Fort Worth and Fort Worth ISD must enter into an agreement for Storm Water Facility Management at Diamond Hill-Jarvis HS related to the construction of the new addition as part of CMAR 19-044. This agreement indicates that Fort Worth ISD, as the landowner of the Diamond Hill-Jarvis HS property, must maintain the storm water systems (detention pond) put in place after construction is completed. This agreement allows the City of Fort Worth to provide supplemental maintenance if needed, at the expense of Fort Worth ISD.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Stormwater Facility Maintenance Agreement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Stormwater Facility Maintenance Agreement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Stormwater Facility Maintenance Agreement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

No Cost

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #004 Diamond Hill-Jarvis High School

RATIONALE:

The Storm Water Facility Maintenance agreement is an agreement between Fort Worth ISD and the City of Fort Worth, indicating that Fort Worth ISD must maintain the Storm Water Management systems after construction is completed.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR NORTH SIDE HIGH SCHOOL JOB #008-203 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for renovations at North Side High School (Job #008-203 / Bid #19-098) on April 9, 2019.

The FF&E for this project will be purchased in phases as renovations in specific areas are completed. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the North Side High School renovations project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase Of Furniture, Fixtures & Equipment (FF&E) for North Side High School Job #008-203 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for North Side High School Job #008-203 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Furniture, Fixtures & Equipment (FF&E) for North Side High School Job #008-203 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-008-99-000-008203

COST:

Not to Exceed \$1,166,963.00

VENDOR:

School Specialty - RFP #19-005

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #008 North Side High School

RATIONALE:

The purchase of FF&E is necessary for the newly renovated spaces at North Side High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR SOUTHWEST HIGH SCHOOL JOB #014-212 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for renovations at Southwest High School (Job #014-212 / Bid #19-105) on April 9, 2019.

The FF&E for this project will be purchased in phases as renovations in specific areas are completed. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Southwest High School renovations project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Southwest High School Job #014-212 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Southwest High School Job #014-212 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Southwest High School Job #014-212 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-XXXX-B43-014-99-000-014212

COST:

Not to Exceed \$1,343,925.00

VENDOR:

School Specialty - RFP #19-005

PURCHASING MECHANISM

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #014 Southwest High School

RATIONALE:

The purchase of FF&E is necessary for the newly renovated spaces at Southwest High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

ACTION AGENDA ITEM
BOARD MEETING
February 25, 2020

**TOPIC: APPROVE CAMPUS TURNAROUND PLANS FOR MORNINGSID
MIDDLE SCHOOL, J. MARTIN JACQUET MIDDLE SCHOOL AND
LEONARD MIDDLE SCHOOL FOR SCHOOL YEARS 2020-2021 AND 2021-
2022**

BACKGROUND:

House Bill (HB) 1842 is comprehensive legislation related to district and campus performance, sanctions and interventions. Texas Education Code (TEC) §39.107 states that after a campus has been identified as unacceptable for two consecutive years, the campus must develop and submit to the Agency a Turnaround Plan explaining the campus' systemic approach to producing significant and sustainable gains in achievement and a Met Standard rating within two years. Turnaround Plans, which are two-year plans, describe a turnaround initiative that will transform student outcomes school-wide. These include the creation of a campus intervention team (CIT) and campus leadership team (CLT) who collaboratively develop, implement, and monitor turnaround initiatives through engaging in the Texas Accountability Intervention System (TAIS) continuous improvement process.

Fort Worth ISD has three campuses that have not Met Standard for two consecutive years, Morningside Middle School, J. Martin Jacquet Middle School and Leonard Middle School. Each of the three campuses has requested input from parents, community members and stakeholders in developing its campus Turnaround Plans as required by TEC §39.107(a-2)(2). The campus site-based decision-making committees (SBDM), as well as parents and community members, have an opportunity to review and provide feedback regarding their respective campus Turnaround Plan as required by TEC §39.107(b).

Furthermore, TEC §39.107 requires a public hearing and approval by the Board of Trustees before the Turnaround Plans are submitted to the Commissioner of Education for final approval. The Superintendent and Board of Trustees are required to attest that each of the three plans provide clear focus and urgency to effectively move the turnaround initiatives forward. The District must confirm its commitment to support each school in the successful implementation of the turnaround initiatives.

Full implementation of the Turnaround Plans must take effect no later than the beginning of the school year 2020-2021.

Morningside Middle School Turnaround Plan:

<https://www.fwisd.org/cms/lib/TX01918778/Centricity/ModuleInstance/2222/TAP.pdf>

J. Martin Jacquet Middle School:

<https://www.fwisd.org/cms/lib/TX01918778/Centricity/Domain/34/Jacquet%20MS%20Turnaround%20Plan%202020.pdf>

Leonard Middle School:

https://www.fwisd.org/cms/lib/TX01918778/Centricity/Domain/37/Copy%20of%20061TAPACT_TurnaroundPlanCorrectedTemplate%20Revised%20Jan%2014%202020.pdf

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Campus Turnaround Plans for Morningside Middle School, J. Martin Jacquet Middle School and Leonard Middle School for School Years 2020-2021 and 2021-2022
2. Decline to Approve Campus Turnaround Plans for Morningside Middle School, J. Martin Jacquet Middle School and Leonard Middle School for School Years 2020-2021 and 2021-2022
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Campus Turnaround Plans for Morningside Middle School, J. Martin Jacquet Middle School and Leonard Middle School for School Years 2020-2021 and 2021-2022

FUNDING SOURCE

Additional Details

* In the event the School Improvement Grant (Fund 211/Project 21F??) is not approved by TEA, then the General Fund (Fund 199) will pay these costs.

COST:

Budget Allocations			
Year 2020-2023	Morningside MS	Leonard MS	Jacquet MS

Year 1			
Year 2			
Year 3			
Total			

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

- 054 Morningside Middle School
- 059 J. Martin Jacquet Middle School
- 061 Leonard Middle School

RATIONALE:

TEC §39.107 requires each campus that has been identified as unacceptable for two consecutive years to develop and submit a Turnaround Plan to the Agency for approval. The Turnaround Plan is developed by the respective campus intervention team (CIT), which includes the campus leadership team (CLT), district coordinator of school improvement (DCSI), **professional service provider (PSP)**, and any other stakeholder groups (SBDM, faculty, parents and community). It should explain the campus’ systemic approach to producing significant gains to meet State standards within two years. A public hearing and Board of Trustees approval are also required by TEC §39.107(a-1)(2). Upon Board approval, each Turnaround Plan is submitted to the Commissioner of Education for final approval.

INFORMATION SOURCE:

Cherie Washington

RESOLUTION OF THE FORT WORTH ISD BOARD OF TRUSTEES TO APPROVE CAMPUS TURNAROUND PLAN(S)

WHEREAS, FORT WORTH ISD Board of Trustees and the Superintendent attest that the campus leadership team contained with the turnaround plan for MORNINGSIDE MIDDLE SCHOOL, J. MARTIN JACQUET MIDDLE SCHOOL AND LEONARD MIDDLE SCHOOL has the knowledge, skills, and experience necessary to implement the plan as written;

WHEREAS, FORT WORTH ISD Board of Trustees and the Superintendent attest that if a new principal is hired on any campus prior to or during the implementation of the turnaround plan, the district must notify the agency immediately and ensure that the new principal will implement the commissioner approved plan;

WHEREAS, FORT WORTH ISD Board of Trustees and the Superintendent attest that assistance was requested from parents and community members in developing the campus turnaround plan for MORNINGSIDE MIDDLE SCHOOL, J. MARTIN JACQUET MIDDLE SCHOOL AND LEONARD MIDDLE SCHOOL, per Texas Education Code (TEC) 39.107(A-2)(2). In addition, the request and input have been recorded and are available upon request;

WHEREAS, the FORT WORTH ISD Board of Trustees and the Superintendent attest that each campus site-based decision making committee (if applicable), parents, teachers, and community members had an opportunity to review the plan before it was submitted for approval to the board of trustees, per TEC 39.107(b); and,

WHEREAS, the FORT WORTH ISD Board of Trustees and the Superintendent attest that this plan provides clear focus and urgency to effectively move the turnaround initiative(s) forward, and the district confirms its commitment to support each school in the successful implementation of this plan:

NOW, THEREFORE, be it resolved that: The Board of Trustees of FORT WORTH ISD and the Superintendent on February 25, 2020 have approved the campus turnaround plan for MORNINGSIDE MIDDLE SCHOOL, J. MARTIN JACQUET MIDDLE SCHOOL AND LEONARD MIDDLE SCHOOL to be submitted to the Texas Education Agency.

ADOPTED February 25, 2020

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By:

Dr. Kent P. Scribner, Superintendent

Daphne Brookins, Trustee

Jacinto Ramos, Jr. Board President

Carin 'CJ' Evans, Trustee

Tobi Jackson, 1st Vice President

Anne Darr, Trustee

Anael Luebanos, 2nd Vice President

Norman Robbins, Trustee

Quinton Phillips, Board Secretary

Ashley Paz, Trustee

Campus Turnaround Plan

Campus Information

District Name:	Superintendent:	DCSI:	Board President:
Fort Worth ISD	Dr. Kent Scribner	Mr. Rian Townsend	Mr. Jacinto Ramos
Campus Name:	Campus Number:	Principal:	Principal Supervisor:
Jacquet MS	220905059	Dr. Cheryl Johnson	Mr. Rian Townsend
School Year Plan was Developed:	ESF Diagnostic Date:	ESF Facilitator:	Date of Board Approval:
2019 - 2020	10/1/2019	Ms. Kelsie Lumadue	

Turnaround Method

Select the turnaround method your campus is pursuing. See the Description of Methods guidance document for more information.

Method	Description	Check one
School Improvement	Improve foundational practices at the campus by working with a vetted improvement program and/or developing an internal capacity building plan.	X
School Action-Reassign	Close the low-performing campus and reassign students to higher performing (A or B rated) campuses or new campuses.	
School Action-Restart: ↳ District Managed	Restart a school by implementing the Accelerating Campus Excellence model or ACE-like model (including Accelerating Campus Excellence (ACE) turnaround plans).	
School Action-Restart: ↳ Partner Managed	Restart a school with a Texas Partnership with an existing operator with a track record of success	
School Action-New School: ↳ District-Managed	Create or phase in a new school managed by the district at a new or existing facility	
School Action-New School: ↳ Partner Managed	Create or phase in a new school with a Texas Partnership at a new or existing facility	

Outcomes

For each essential action, describe the **current implementation level** on the campus (using the *ESF Diagnostic Summary Report*) and what **full implementation** will look like on this campus. Reference the *Key Practices in the Effective Schools Framework* to develop the vision. Campuses should strive to be at or near full implementation within two years after implementing this Turnaround Plan for two years.

Current Implementation: Summary

There is a list of roles and responsibilities, including specific teachers to observe for leadership members but does not currently include calendared feedback of classroom instruction. The ILT create weekly calendars to share responsibilities and meet in the mornings daily to ensure all ILT members know the plan for the day. The principal does conduct job-embedded feedback with instructional leadership team members but the feedback loops are not on the principals' weekly calendar for intentional planning.

The ILT also meets every other Tuesday to review walkthrough data, have mini-PD sessions, or to discuss student data. Sign-in sheets and Agendas are kept in the PLC room in a binder. Admin goals are aligned to T-PESS while teachers' goals are aligned to T-TESS. Grade level team leaders and department chairs are assigned by the administrators but are not used strategically to facilitate PLCs or instructional practices. PLCs are facilitated by the Instructional Coaches, Admin, or members of the Teaching Trust team.

Since the Diagnostic, the ILT created a tiered system for teachers. Tier III teachers in tested, core content areas are divided among the Instructional Leadership Team (ILT) to receive daily walkthroughs and feedback. The ILT was provided training from Teaching Trust on use of the waterfall and effective feedback levers and redelivered back on campus for ILT members who did not attend the pullout. The ILT is also working on ensuring that feedback conversations are scheduled on the weekly calendars in addition to the observation day.

Full Implementation: Vision

Implementation Level At Diagnostic

Planning for Implementation

Prioritized Focus Area from ESF Diagnostic?

Yes

leaders with clear roles and responsibilities.

At full implementation, the campus instructional leaders will have an updated document reflecting clear, written, and transparent roles and responsibilities for all ILT members. This will include the teachers each member supervises. The ILT will have clear expectations to align their calendars to the observation/feedback cycles for each teacher- which will occur at least 2x per month (but vary based on need/student data). PLCs and key trainings, staff meetings, etc. will be placed on a year-long calendar and distributed to all staff at the start of each year. The ILT will meet weekly and follow a set agenda that will include student data analysis and next steps as part of each meeting. ILT members will meet with teachers they manage/supervise at the start of the year to review goals and performance expectations. Teachers and ILT team members will have a clear understanding of their individual goals and will be able to discuss progress toward goals throughout the year. We will check-in on progress of ILT goals at middle-of-year (MOY) and, again, formally at end-of-year (EOY).

ILT members will have a running record of the feedback and action steps they have shared with their teachers. We will have a strong pipeline of Teacher leaders (who will lead our PLC meetings) and be involved in monthly school-wide larger leadership team meetings. These teacher leaders will facilitate high-quality PLC meetings aligned to data-driven instruction, instructional best practices and/or lesson plan creation and rehearsal following the See It, Name It, Do it protocol. We will have a record of all agendas and notes from PLC meetings. As a result of these actions, teachers and leaders will report greater clarity on their roles and responsibilities and a greater understanding of their goals and progress toward their goals throughout the year. Additionally, PLCs will be seen as useful meetings that develop our teachers and support student achievement. Additionally, there will be a robust campus handbook in place including all campus procedures and policies, especially those around roles and responsibilities, and teacher and leadership team evaluation processes.

Current Implementation: Summary

Implementation Level At Diagnostic	Much of the recruitment strategies are at the district level without input from the campus or specific needs of the campus being considered. Surplus teachers from other campuses have been placed by the district on the campus without input from the principal. The campus has had significant teacher and administrative turnover each year for the past four years. The campus also struggles with obtaining substitutes for hired teachers due to the number of unfilled vacancies that are also on campus.
Planning for Implementation	To support and retain staff, the instructional coaches have a caseload of 8-10 teachers. On the diagnostic, teachers stated that they want to feel better supported and stated that they receive feedback once every 2-3 weeks which is delivered via email. Teachers acknowledge that they have choice in staff meeting sessions but do not see the connection to campus-wide PD needs or their individual goal setting.
Prioritized Focus Area from ESF Diagnostic?	Since the diagnostic, 16 core-content teachers have been identified for daily observations and feedback. Using the high-leverage action criteria, the teachers are visited every day and receive on-the-spot coaching/feedback in order to improve instructional practices. The ILT meets every morning to discuss progress of the 16 teachers and additional support that may be needed.

Full Implementation: Vision

2.1 Recruit, select, assign, induct an

At full implementation, our district will work hand in hand with our campus beginning in January/February to ensure we have a robust recruitment strategy in place including: attending college and teacher fairs, and hosting an internal referral campaign. Additionally, we will work with our Human Capital Management team to track our candidates and determine which efforts result in the best production of high-quality candidates. At the school level, we will have a more aligned selection process including a sample teach lesson, a teacher panel, and formal interview. We will align our interview questions to assess for content knowledge, AND culture fit around our mission/vision/values. Each year we will use student data, as well as other factors (content knowledge, team diversity and experience) to place teachers in the best fit positions. We will identify our top performing teachers as an ILT. We will also strive to offer differentiated, personal learning opportunities for our staff as a retention strategy. We will assign different members of the ILT to each cohort (new teachers, proficient teachers, teacher leaders). We will place teacher leaders in other leadership roles (Grade-level chair, committee chairs, etc.) in order to build their adult leadership skills and recognize them for their success. We will provide ongoing support and training for our teacher leaders in the areas of adult learning and team dynamics. All teacher candidates who have been selected will be finished with the hiring process by August 1st and will have access to all district resources. Lastly, we will create a substitute committee to help foster positive relationships with some of our best substitutes and to cultivate them for potential long-term positions as they become available.

Current Implementation: Summary

<p>Implementation Level At Diagnostic</p>	<p>The campus has a vision, mission, and values in place which were developed with the Teaching Trust team which includes 4 teachers and 4 instructional coaches. The vision, mission, and values were introduced to the staff prior to the beginning of school with a focus on alignment of instructional practices and goals for the campus. Teachers expressed that while the school values (Leadership, Integrity, Knowledge, Equity) are known by staff, the values are not reinforced with students on a daily basis. Opportunities exist to get more buy-in from teachers to assist with creating a positive school culture that aligns to the mission, vision, and values of the campus. The campus climate survey had low participation for the 2018-2019 school year and was not used to make adjustments to school practices.</p>
<p>Planning for Implementation</p>	<p>Based on feedback from the diagnostic, Jacquet staff often feel as though cannot give students what they need, because students come to school with so many various needs both academically and emotionally. Staff feel overwhelmed and burnt out. Classroom structures and routines were inconsistent across the campus and by classroom so the Teaching Trust team has focused on areas of Culture to address. During the diagnostic, campus leadership and staff shared the need for clear high expectations for adults and students in the building.</p>
<p>Prioritized Focus Area from ESF Diagnostic?</p>	<p>Since the diagnostic, the campus has conducted a Culture Reset in December 2019 with teachers in which Morning Arrival, Dismissal, the first five and last five minutes of class procedures, and Hallway Transitions were reviewed and practiced with teachers. In January 2020, teachers reviewed each area with students during class and the Hallway Transitions were practiced with students. Once the 2019 Climate Survey results are returned, the campus will utilize the feedback to realign the vision, mission, and values based on teacher, student, and parent input.</p>

Yes

Full Implementation: Vision

At full implementation, we will have engaged in a revision of our school mission, vision, and values that involves the school staff, students, and community in refining these essential components of our school. Campus practices and policies will demonstrate high expectations of students and staff with shared ownership for student success focused on college readiness and postsecondary success for all students. In partnership with Teaching Trust and the FWISD Restorative Practices Department, the staff and students will collaboratively create shared agreements for staff-to-staff and staff-to-student interactions around performance, challenges, and strategies to ensure all students succeed. Our mission, vision, and values focused on a drive towards college and career readiness and postsecondary success, will be prominently displayed in classrooms, shared spaces, and school areas. All staff, students, and families will be able to speak to the mission, vision, and values. We will have established both student/family and staff handbooks that guide our behavior. Staff and students will interact with one another in a respectful way at all times. All staff will know the expectations for ALL students and hold students to these expectations at all times. Our staff and students will feel comfortable holding one another accountable for meeting expectations. We will start each year with strong monitoring of students in shared spaces and set the tone early on regarding expectations during less structured times: arrival, dismissal, hallway transitions, classroom environment, etc. We will use a culture rubric during walkthroughs during these periods to obtain ongoing data that will be analyzed by the larger leadership team to make adjustments and refinements. We will have students create hallway and bathroom visuals that remind one another of the shared expectations. Classrooms will also have the same expectations posted across the school along with the campus' mission, vision, and values. Surveys will be provided at the MOY and EOY and the campus will ensure we are analyzing the interim surveys with our staff so data can be shared with our staff, students, and school community. Our campus will feel positive and inclusive; and, expectations will be held high for our staff and students.

4.1 Curriculum and assessments aligned to TEKS with a year-long scope and sequence.

Current Implementation: Summary	
Implementation Level At Diagnostic Beginning Implementation Prioritized Focus Area from ESF Diagnostic?	Jacquet uses the FWISD scope and sequence which is aligned to the TEKS with an emphasis on readiness standards. The PLC schedule and IPCs include time for re-teaching, although teachers expressed concerns in pacing due to extreme gaps in students' knowledge/skills. Assessments are administered every 3 weeks, alternating between the district developed assessments, and the campus developed assessments. The campus utilizes the TEKS Resource System (TRS) to pull from for alignment, which teachers expressed was a strong resource. The teachers returned back to work one week early this year to focus on PD and curriculum but still expressed a lack of time to internalize all of the curricular resources available. Teachers would like time during staff meetings to unpack resources. PLCs include time to analyze student data and plan the reteach. A weekly data meeting was observed which provided evidence of a strong system in place that teachers were comfortable with. Since the diagnostic, the PLCs have been restructured to include two-days for teachers to work with instructional coaches to unpack the standards and find resources that align to the rigor of STAAR. Wednesday is also a dedicated day in PLCs for teachers to work on incorporating the lesson plan feedback from instructional specialists before teachers implement the lesson.
Full Implementation: Vision	
At full implementation, we will have a refined Scope and Sequence and IPC for each core content area that not only includes units aligned to TEKS, but it will also include all assessment dates and dedicated time for re-teach after each interim assessment. Each core content subject will be provided with instructional materials for each unit that includes essential questions, key ideas, suggested resources and texts, and examples of classroom materials (anchor charts, graphic organizers, etc.) that will support their learners. We will provide common assessments (aligned to the rigor of STAAR) administered every 3-weeks or 6-weeks for all STAAR tested courses. These assessments will include STAAR released questions, as well as other questions that are aligned to the level of rigor of STAAR. We will track mastery on each assessment, and share this information with teachers, students, and families. We will provide our teachers with ongoing professional development aligned to best practices in terms of instructional materials, resources, and strategies. Teachers will be provided resources to support their English-Learner students as well as students with disabilities. Our Special Education team will be a part of weekly PLCs and meetings when looking at student work and data. We will provide ongoing training to our staff, especially in terms of strategies for English-Learners, students with disabilities, and other relevant content as the needs arise.	
Current Implementation: Summary	
Implementation Level At Diagnostic Planning for Implementation Prioritized Focus Area from ESF Diagnostic?	Teachers do not submit lesson plans with the level of specificity to be able to be picked up by another teacher and implemented with fidelity. Lesson plans are connected to an objective. There is opportunity to model and show for teachers what a detailed, complete, data-driven lesson plan and execution looks like. Lesson plans are reviewed weekly by ICs and teachers have an opportunity in PLCs to revise lesson plans based on the feedback and receive verbal coaching before implementation of the lesson.

native assessments.

<p>Yes</p>	<p>Since the Diagnostic, feedback on teachers' lesson plans includes specifics for Bell Ringers, time stamps to ensure adequate pacing and at least 50% of instructional time is allowed for students to demonstrate mastery, and an aligned Demonstration of Learning task for closing. Following the weekly data meetings on Fridays, teachers leave with written Process Steps for their reteach lesson although common exemplars is still being worked on in PLCs for alignment between teachers for each lesson.</p>
<p style="text-align: center;">Full Implementation: Vision</p> <p>At full implementation, we would want all teachers submitting weekly lesson plans by Thursday at 6:00, two weeks in advance. These lesson plans would include clear student friendly content objectives as well as language objectives. The lesson plans would be written on a shared lesson plan template with openings, closings, and objective-driven activities (Introduction to New Material, Guided Practice, and Independent Practice). Lesson plans would also include sections to include differentiation. Most importantly each lesson would be submitted with a formative assessment, teacher exemplar, and student exemplar. The lesson plans would align to our current IPC. The lessons will be based on gathering and responding to student data and include several checks for understanding throughout the lessons. We would want to be able to check for fidelity of execution to the lesson plan during our classroom observations. Each lesson plan would be reviewed by a member of the ILT on Friday (the day after submission) a week BEFORE it is taught. Teachers would receive 1-5 pieces of actionable feedback aligned to the plan. The ILT will be calibrated and normed on the feedback provided to teachers. Lastly, there will be a clear process in place for teachers to make changes to their plans and submit final versions by the Friday the week before the lesson is taught.</p>	

Current Implementation: Summary

Implementation Level At Diagnostic	<p>Assessments are given every 3-weeks, alternating between campus-developed and district-developed. While teachers disaggregate data in PLCs, it was not clear during the diagnostic on how or when admin meet as a group to analyze data or plan based on campus-wide trends. Teachers could speak to the plan for reteach, identifying the gap, practicing the reteach, creating an exemplar, and follow-through. Teachers have two off-periods – one by grade level and one by content area – each day. Content area planning periods are used for the PLC period although structured time for grade level planning has not been established. The PLCs have a strong system in place for how to use the time each day – collaborative planning, data analysis, scripting the reteach, and practicing the reteach. Classroom posters are provided to each core content teacher to chart daily mastery on Demonstration of Learning (DOL) tasks.</p>
Planning for Implementation	<p>Since the Diagnostic, each teacher has a data tracking poster in their classroom to record the percentage of students (by class) with mastery of the daily DOL. The posters are positioned so they are visible to visitors and students. Data has not been posted in the hallways but will be posted before the February Benchmark to promote grade level competition and competition with neighboring campuses. The script for weekly data meeting PLCs have been adjusted to allow for teachers to work problems during the PLC in order to create Process Steps, refine Process Steps based on student work, and leave with a finished Process Steps chart for their Reteach lesson. Teachers have the opportunity on Mondays in PLCs to practice their Reteach using the Process Steps which has helped with redelivery.</p>
Prioritized Focus Area from ESF Diagnostic?	<p style="text-align: center;">No</p>

Full Implementation: Vision

At full implementation, our campus will be data-driven in all aspects. We will have dedicated time after each interim assessment to review data as a leadership team and to create action plans based on the data that include re-teaching for skills/standards/students that have not yet shown mastery. We will use data and student performance to guide our decisions regarding observations, professional development, PLC topics, and teacher placement.

We will have weekly data meetings (WDMs) where teachers are able to meet in teams, with a member of the ILT, and analyze their most recent data (whether it be from a reteach, exit ticket, unit test, or more summative form of data). These data meetings will be run by ILT members or Teacher Leaders who have had training on WDMs and who will receive ongoing observation and coaching from the Principal. The WDMs will allow teachers to analyze data, identify the misconceptions, and plan for effective re-teach. The ILT will observe re-teach instruction as needed to provide ongoing support and coaching. Each week, we will review the re-teach and re-assessment data to determine next steps.

Classrooms will track their class-wide Interim Assessment (IA) data; we will have a school-wide bulletin board that shows the IA data for all subjects at our school and the progress after each IA. We will celebrate students who made the most growth on their IAs, as well as those who have achieved the "Meets" or "Masters" bar at each administration. In order to ensure all these systems are able to occur on a consistent basis, we will need to be intentional about our master schedule and protect time for weekly data meetings, leadership team data analysis meetings, time to re-teach, and re-assess.

After completing the Turnaround Foundations tab, only complete one Turnaround Method tab.

School Improvement Turnaround Plan

District Commitment Theory of Action

In this section, describe the District Theory of Action and the District Commitments that will support the campus' essential actions found in the plan. The District Theory Commitment Theory of Action should address each of the Foundational Essential Actions and DDI.

If the principal supervisor provides regular coaching to the principal on the implementation of the DDI process and the principal's development of the instructional leadership team's knowledge of the DDI process and the district ensures that the campus has access to high quality curriculum, with assessments (formative/summative) aligned to the standards for all tested grades and subjects and the district commits to providing interim assessment results back to the campus within 2 days after the assessment and the principal and instructional leadership team lead high quality data meetings aligned to the standards, and have a high quality pool of teacher applicants that the principal is able to hire from, and the principal can establish a climate of high expectations aligned to the vision, mission and goals of the school with staff and students in a safe and orderly environment, then the campus will be able to establish strong data driven instructional practices, improve the quality of lesson planning and reteaching around formative/summative assessments, which will lead to an increase in student achievement.

System and Capacity Building

In this section, describe the efforts the campus and district will make to build systems and capacity so that the campus can achieve and sustain the vision for each Essential Action shared on the Turnaround Foundations tab. You do not have to complete all rows in this section, but all of the six Essential Actions reviewed during the diagnostic must be included.

Describe areas in which you will build systems, skills, and capacity in district and campus staff.	What potential program or partners will the campus/district work with in this area?	When will this be a focus?	Describe the scope and sequence of training and ongoing coaching efforts, including who receives the training/coaching.	List the Essential Action(s) that this capacity building impacts.
<p>1. The ILT which will consist of Administrators and Teacher Leaders will create clear roles and responsibilities for all members of the leadership team in order to provide greater clarity to ILT members on how to lead their department/grade-levels. We want to improve the structure of our daily morning meetings, weekly ILT meetings, and PLCs to ensure we are focused on and responsive to student and teacher data.</p>	<p>Teaching Trust for Admin and Coaches and ESC11 for Admin</p>	<p>2020</p>	<p>Year 1: All members of the ILT will receive a combination of face-to-face PD, ongoing one on one coaching, and implementation support at the campus. We plan to work during the summer to begin clearly defining the roles and responsibilities of all campus leaders. The focus is to strengthen the instructional capacity of all members of the ILT.</p>	<p>1.1, 2.1, 5.1</p>

<p>We would like to partner with Teaching Trust to continue the work on Student Culture and Routines. We want to train our ILT on establishing strong routines that demonstrate high expectations across the campus. Our intent will be to strengthen and define the routines in shared spaces at key parts of the day - arrival, dismissal, lunch, classroom routines. Teaching Trust will support us in the planning and roll out of these routines.</p>	<p>Teaching Trust for Admin, Coaches, and Teacher Leaders</p>	<p>2020</p>	<p>Year 1: The ILT will receive in person PD, face to face learning and coaching, and ongoing support from Teaching Trust We will work over the summer to create routines and procedures for our campus. The routines and procedures will be introduced back at the campus by bringing teachers in a week early, so that our teachers are ready to roll these routines out during the first few weeks of school. The ILT will have ongoing meetings throughout the year to make adjustments and provide support to staff as needed. Additionally, we will have Teaching Trust on campus and receive ongoing coaching and feedback on student culture at Jacquet MS. We will use our reflections on these practices to problem-solve and improve our culture throughout the year.</p>	<p>3.1</p>
<p>We want to ensure we have strong systems in place for regular feedback on our teachers' lesson plans. We plan to create strong protocols to allow this to happen consistently so that our teachers receive timely, meaningful feedback on their plans that results in stronger plans and better student outcomes. Monitoring of the adjustment of lesson plans by teachers based on the feedback and scripting key components of the lesson for role plays ahead of lesson delivery will be included in the protocols.</p>	<p>FWISD Partnership with the New Teacher Center (Internal Capacity Builder) and Teaching Trust (External Capacity Builder)</p>	<p>2020</p>	<p>Year 1: We will create a strong system in which all lesson plans are submitted to an ILT member on a specified day and individual verbal and written feedback is provided to the teacher in order for adjustments to be made prior to implementation of the lesson. The Executive Director will support the ILT in creating the new processes and protocols and help manage the change with this new system. Additionally, the Executive Director will provide ongoing coaching and support to the Principal and ILT in this practice.</p>	<p>5.1</p>
<p>We plan to refine our approach to hiring and retaining the best teachers. We aim to create a unique selection process designed to give candidates multiple opportunities to demonstrate skills and abilities to determine if the role is a good fit for the campus. We would like to build capacity in this area, by creating a equitable hiring committee consisting of administrators, teachers, students, and parents/community members who will help refine and execute the new, revised hiring efforts. We aim to have different cohorts for professional development for our teachers and create individual ILT members to lead each cohort (new teachers, advanced teachers, teacher leaders). Our substitute committee will be tasked with identifying high-performing substitutes and building positive relationships with them.</p>	<p>Teaching Trust (External Capacity Builder) and FWISD HCM (Internal Capacity Builder)</p>	<p>2021-2022</p>	<p>Year 2: We will work with Teaching Trust and FWISD Human Capital Management (HCM) to create a robust set of interview questions and interview process. The process will begin by identifying those interested in being on our committees (hiring, substitute, etc.). The ILT will ensure we have time on our year-long calendar to meet with our committees, plan, and gather feedback on the processes. We will create different year-long PD opportunities and calendars for our different cohorts of teachers. We will ensure we have at least quarterly touchpoints with Teaching Trust and HCM to evaluate our processes and the changes we have made.</p>	<p>2.1</p>

<p>We aim to build capacity in all of our STAAR tested courses, grades, and teachers around DDI. This will include ensuring all teachers are trained on DDI processes, scripts are created for facilitating PLCs, and strong, weekly data meetings facilitated by teachers are incorporated into our practice. We will also include structures and time to allow for reteaching and reassessing in the lesson plan format so all teachers can plan accordingly. Lastly, we will ensure we give at least a 3-week and 6-week Interim Assessment each six-weeks period for each STAAR-tested course that are aligned to the rigor of the State Assessment and daily DOLs are used to monitor weekly mastery toward SEs.</p>	<p>Teaching Trust (External Capacity Builder) and FWISD Teaching and Learning Department (Internal Capacity Builder)</p> <p>2021-2022</p>	<p>Year 2: We will participate in Teaching Trust Year 3 cohort and work with FWISD Teaching and Learning to implement DDI practices in our school. We will meet with Teaching Trust at least 5 times during the year. Additionally, we will have Teaching Trust and FWISD Teaching and Learning Department provide ongoing coaching on our DDI practices and helping grow teachers as PLC facilitators in the DDI process. We will use our reflections on these practices to problem-solve and improve our DDI implementation at the campus.</p> <p>4.1, 5.3</p>
<p>The FWISD curriculum department will work collaboratively with the campus to provide Scope and Sequences for each core content area that are aligned to the TEKS. We will ensure that each core content subject has the necessary instructional materials that will support student achievement. Our district has committed to provide Interim Assessments each six-weeks grading cycle per content area that align to the rigor of STAAR. We will support the curriculum department by identifying teachers who can help lead these efforts as needed. The Executive Director will support our ILT in helping to refine the instructional materials we provide to our teachers, including unit plans, Year-at-a-Glance, resources, etc.</p>	<p>Teaching Trust (External Capacity Builder) and FWISD Teaching and Learning Department (Internal Capacity Builder)</p> <p>2022</p>	<p>Year 3: We will begin this work in the summer of 2021 as we work to identify teacher leaders who can work the the curriculum department to modify/adjust scope and sequences and work to create common assessments. We will provide ongoing support by providing our teacher leaders engaged in this work the time to work on this at least once a quarter. We will provide ongoing opportunities for our staff to provide feedback on the materials on an ongoing basis. Additionally, we will provide the time in our scope and sequence for assessing, re-teaching, and re-assessing as needed.</p> <p>4.1, 5.3</p>
<p>Critical Implementation Milestones</p>		
<p><i>In this section, describe the critical implementation milestones (high-level description of actions that will be completed) that the campus and/or district will meet in each year of implementation in order to achieve the vision of full implementation of each Essential Action shared on the Turnaround Foundations tab. Milestones for the 2-3 high leverage focus areas identified in the ESF Diagnostic must be addressed first, as these are the campus' largest gaps in practice and systems (and will have the greatest impact on the implementation of other Essential Actions). The milestones listed here must be included in each year's Targeted Improvement Plan. Add rows as needed.</i></p>		
<p>Pre-Implementation</p>		<p>Essential Action</p>
<p>Ensure that all paperwork for partnering with Teaching Trust is submitted to continue partnership by July 2019</p>		<p>1.1</p>
<p>Share focus areas and major initiatives for Jacquet with staff at end of summer before the start of school so all staff have time to internal the new practices.</p>		<p>1.1</p>
<p>Gather data from FWISD Stakeholders Survey and end-of-year survey with respect to culture routines and procedures</p>		<p>3.1</p>
<p>Begin creating next year's master calendar with protected time for meetings, assessments, PD, PLCs, WDMs, and lesson planning</p>		<p>5.1</p>
<p>Implementation Year 1</p>		
<p>ILT (Administrators and Teacher Leaders) behaviors and actions are grounded in clear roles and responsibilities with a focus on instructional leadership</p>		<p>1.1</p>

Teachers participate in meaningful professional development opportunities throughout the year that align to the campus focus areas and result in stronger outcomes for students	1.1
Culture routines and procedures (arrival, dismissal, hallway transitions, classroom) are clearly defined in writing and have been modeled for students and teachers and are monitored regularly in order to give feedback and make adjustments	3.1
Teachers are consistently receiving meaningful feedback on their lesson plans within designated timelines that result in stronger student achievement outcomes	5.1
Implementation Year 2	
Our hiring process encompasses multiple high-leverage processes for recruiting and hiring strong candidates who demonstrate content knowledge as well as an alignment to our school mission, vision, and values	2.1
Teachers will receive differentiated professional development aligned to their individual learning goals and needs	2.1
Teachers for STAAR tested courses are provided with high-quality curriculum materials and common assessments that support the achievement of all students including: Blueprints, IPCs, text resources and other instructional materials	4.1
Teachers are using multiple research-based strategies to strengthen the development of standards aligned objectives and demonstration of learning tasks based on a clearly, aligned exemplar	4.1
Teachers facilitate effective weekly data meetings (WDMs) and PLCs where ILT members support them in the process of analyzing data, identifying misconceptions, and planning strong re-teach plans which will in turn lead to improved student outcomes.	5.3

Implementation Year 3 and beyond		Essential Action
<p>Milestones in this column can be focused on sustainability of systems implemented in years 1 and 2 of implementation. A campus that is ordered to implement a turnaround plan may modify the milestones in this section once they receive two consecutive acceptable ratings.</p>		
Our campus has processes in place to audit, monitor, and adjust our practices as they relate to protecting LT time and clarifying roles/responsibilities for LT and teacher leaders. We intentionally build the capacity of teacher leaders and have a pipeline in place for additional leaders on our campus.		1.1
Our campus partners with HCM in meaningful ways to support the hiring and retention of highly effective teachers.		2.1
Our campus continues to gather data on our procedures and routines affecting student culture. We adjust our focus areas and build out new routines/revise existing routines for the start of the next year based upon this data and our culture walkthrough observations/feedback.		3.1
Our campus partners with the FWISD Teaching and Learning Department to ensure our curriculum materials provided to our staff are high-quality, useful, timely, and produce strong student outcomes.		4.1
Teachers continue to receive high-quality feedback on lesson plans with ample time to respond to the feedback and adjust their plans so that the lessons presented to students are objective-driven and aligned to the TEKS		5.1
Our campus has process in place to observe, monitor, and adjust our practices as they relate to data-driven instruction (DDI). We review student achievement data, teacher survey data, and observational data to adjust course and continue strengthening our weekly data meetings as well as our interim assessment or reteach data analysis processes.		5.3

Budget and Financial Resources

Funds outlined in the budget table should include any supplemental costs required to implement the turnaround plan for 2 or more years. For example, salaries for teachers and principals should not be included; however, if the initiative calls for teacher stipends to cover extra duties, those costs should be accounted for in the table.

Category	Amount	Description
Professional Development	\$ 540,000.00	1 full-time Math and 1-full time Reading Instructional Coach
Supplies and Materials	\$ 90,000.00	External Support: Region XI and Teaching Trust
Other Operating Costs	\$ 15,000.00	Supplies and Instructional Materials for student improvement and support for campus Culture documents
Capital Outlay	\$ 330,000.00	Staff Incentives, Staff and Student Travel

Campus Turnaround Plan

Campus Information

District Name:	Superintendent:	DCSI:	Board President:
Fort Worth ISD	Dr. Kent Scribner	Rian Townsend	Jacinto Ramos
Campus Name:	Campus Number:	Principal:	Principal Supervisor:
Leonard Middle School	000000061	Cathy Williams-Ridley	Rian Townsend
School Year Plan was Developed:	ESF Diagnostic Date:	ESF Facilitator:	Date of Board Approval:
2019-2020	Oct. 17, 2019	Margo Nottingham	

Turnaround Method

Select the turnaround method your campus is pursuing. See the Description of Methods guidance document for more information.

Method	Description	Check one
School Improvement	Improve foundational practices at the campus by working with a vetted improvement program and/or developing an internal capacity building plan.	<input checked="" type="checkbox"/>
School Action-Reassign	Close the low-performing campus and reassign students to higher performing (A or B rated) campuses or new campuses.	<input type="checkbox"/>
School Action-Restart: District Managed	Restart a school by implementing the Accelerating Campus Excellence model or ACE-like model (including Accelerating Campus Excellence (ACE) turnaround plans).	<input type="checkbox"/>
School Action-Restart: Partner Managed	Restart a school with a Texas Partnership with an existing operator with a track record of success	<input type="checkbox"/>
School Action-New School: District-Managed	Create or phase in a new school managed by the district at a new or existing facility	<input type="checkbox"/>
School Action-New School: Partner Managed	Create or phase in a new school with a Texas Partnership at a new or existing facility	<input type="checkbox"/>

Outcomes

*For each essential action, describe the **current implementation level** on the campus (using the ESF Diagnostic Summary Report) and what **full implementation** will look like on this campus. Reference the Key Practices in the Effective Schools Framework to develop the vision. Campuses should strive to be at or near full implementation within two years after implementing this Turnaround Plan for two years.*

Current Implementation: Summary	
<p>Implementation Level At Diagnostic</p> <p>Beginning Implementation</p> <p>Prioritized Focus Area from ESF Diagnostic?</p>	<p>Campus administrators, data analyst, and instructional coaches have clearly identified roles and responsibilities. The principal met with the administrators and data analyst and reviewed their roles and responsibilities and each administrator presented their goals for the year to the entire staff and to their department during their PLC time. A middle of the year checkpoint is set for January 15, 2020 and an end of the year checkpoint April 29, 2020. There is a yearly calendar of scheduled leadership meetings. The leadership team has measurable goals for each department as well as the number of walk-throughs and face to face coaching sessions. There are consistent practices and administrator meetings have clear focus, agenda, written protocols and processes to lead their department, grade level, and other responsibilities. Campus leaders meet weekly to discuss instruction, walk through reflections, operational items, attendance, data, referrals, and teachers in need of assistance. Principal walks campus with assistant principals and director to calibrate instructional best practices and areas for growth to drive professional learning throughout the year. After the conference call with ESC 11 and TEA the recommendation from TEA was to drop off the 1.1 Essential Action since it was at Beginning Implementation and focus on the other two higher leverage items.</p>
Full Implementation: Vision	

At full implementation, we will revise identified roles and responsibilities (to be included in our faculty handbook) as a talking point during the first week staff returns in August, as well as, during our new teacher meeting. All staff will know who to go to for various needs that arise during the school year. Our current teacher evaluation list is separated by who each administrator evaluates, which is also aligned to the departments they will lead. When full-time instructional coaches are part of the staff, we will align their roles and responsibilities to include their job responsibilities & caseload of teachers they will be working with throughout the year. We will create a yearly tracker for all administrators and instructional coaches to document every single time they observe a teacher, participate/lead a Professional learning communities, provide feedback with action items listed and next steps. Grade level team meetings will be included on the calendar and occur the second and fifth Wednesday of the six weeks to capture struggling students for interventions prior to progress reports and report cards. This way we have an at a glance document that allows all of us to have a tighter system for monitoring, evaluating, and growing teachers. The administrative team and coaches will meet weekly and the department chairs will attend bi-weekly. A universal form with the key practices and success criteria that aligns to the ESF Essential Action Highly Effective strategies will be created and data will be tracked by administrator on how many walk-throughs and PLCs they have done each week along with the data points for their content, grade level attendance, and passing rates. This document/poster will be transparent and housed in the principals office. We will discuss attendance, discipline, data, and progress on our departmental and campus goals. We will have the administrators and department chairs present their department goals at the beginning of the year, provide an update during the middle of the year, and another update at the end of year regarding progress made towards goal. Campus leadership team will have a running record of feedback and action steps provided to teachers and improvements teachers implemented and how it has impacted their students' data. The walkthrough goal for administrators for the school year will be 600 walkthroughs, coaching sessions, and T-TESS conferences. The goal related to teachers is to move 50% of Tier 3 teachers to the higher level tier to improve student STAAR performance by having aligned lesson plans with high impact instructional strategies to 80% mastery on each standard. When students are not meeting 80% mastery, teacher will reteach standard and pull small groups for one on one interventions. Administrators will conduct data meetings with teachers who have low assessment scores and create targeted action plans to address the reteach of low standards after each district assessment. Administrators and instructional coaches will facilitate highly effective professional learning communities based on the district PLC rubric, aligned to the standards, data-driven instruction, best practices, lesson plan review, and modeling of lessons. Administrative team will utilize an online system to monitor all lesson plans, PLC agendas, calendars, minutes and deliverables for effectiveness. The campus leadership team will conduct a beginning of the year baseline gallery walk to identify instructional gaps. Then the campus leadership team will train the staff during faculty meeting on the highest leverage instructional strategy to implement. Administrators will conduct walkthroughs to assure 90% implementation. When implementation is high the campus leadership team will conduct another growth walk/learning walk 6-9 weeks later to identify another instructional gap for training and implementation. This cycle will be followed throughout the school year. When necessary PLCs can provide additional smaller group trainings to improve the teacher effectiveness by having teachers model the strategy during PLC time and then incorporate their strategy by writing it into their lesson plans.

Current Implementation: Summary

Currently the district drives much of the process when it comes to the process of hiring. The last two years the district has been on a hiring freeze that has impacted when and who the campus was allowed to hire. There are ongoing recruitment strategies that are driven by the district. Principal uses the district applitrack database, job fairs, Teach for America, Texas Teachers, ECAP, and social media to screen, interview, and hire highly qualified effective teachers. The campus has lost several core positions in the last two years due to district cuts and several teacher promotions. Teacher placement is determined by certification, experience, need, and teacher effectiveness. Teacher leaders are selected by campus data, observations, and willingness to build leadership capacity. Teachers attendance has improved in the last two years but substitutes are hard to retain as they can hand select which jobs to take district-wide. We have asked for higher pay for subs to sub at select campuses but that has not happened only increases in sub pay district-wide. Since the ESF diagnostic was completed the campus has hired for the two vacancies in 6th grade English and Career and Technology course Project Lead the Way. The campus is still working to hire a Sped Teacher Assistant due to an employee's ongoing health issues and a Math tutor who couldn't make it through the district background check process.

Full Implementation: Vision

At full implementation, hiring will begin in April. In addition, the district will support the campus with recruiting and inviting administrators to attend teacher job fairs. District Human Capital Management will attend college recruitment trips and provide lists to principals of teacher candidates. Additionally, we will work with our Human Capital Management department and district staffer to track our candidates and timeframe for teacher to be processed and date of arrival to campus to decrease the number of applicants taking jobs elsewhere. We will analyze district data to determine which efforts results in high-quality candidates. At the campus level we will utilize a committee to create aligned selection processes from analyzing applicant's application, inviting applicant to teach a sample lesson, a teacher panel who utilizes a hiring rubric to score candidates as part of the formal interview process. Campus specialty programs will invite district department leaders to sit in interview. We will align our interview questions to assess for content knowledge and culture fit around our mission/vision/values. We will add in several role plays as well to gauge how well applicants can monitor and adjust their lesson delivery. Each year we will use student data, as well as other factors (content knowledge, team diversity and experience) to place teachers in the best fit positions that match their certifications. We will identify our top performing teachers to serve on the campus leadership team. More personalized learning opportunities will be offered for our staff as a retention strategy by allowing staff to provide feedback, through a survey regarding the professional learning they would most benefit from. Differentiated Professional development will include: lesson alignment, writing measurable objective, increasing student engagement/student voice in the classroom, technology, and student data tracking that are high leverage instructional practices. We will assign different members of the campus leadership team to each cohort (new teachers, proficient teachers, teacher leaders). We will place teacher leaders in other leadership roles (Grade-level chair, committee chairs, department chairs, lead content teachers, etc.) in order to build their adult leadership skills and recognize them for their success. We will provide ongoing support and training for our teacher leaders in PLCs, grade level team meetings, faculty meetings, and one on one coaching. Lastly, we will create a substitute committee to help foster positive relationships with some of our best substitutes to offer potential long-term positions as they become available. Selection of candidates for hire will be a committee decision that aligns to campus and district goals, ability to learn and grow, as well as strong content knowledge. Ineffective substitutes will be turned into the district office for recommendations for training and non-returns to the campus.

Current Implementation: Summary

The district has changed the scope and sequence 3 years in a row and added the learning model last year so teachers have been constantly having to adapt to new curriculum and tools without adequate training. There is a new improved curriculum for this year that includes the year at a glance, # of days in each unit, what TEKS are addressed, and an assessment calendar for each core content. District provides curriculum assessments that are given every 6 weeks. There is no time built into the curriculum for corrective actions/reteaching. Campus utilizes a six week instructional planning calendar aligned to the district assessment blueprint to gauge where highest leverage reteach TEKS can be spiraled back into lessons with quick reteach and re-assessing to track progress. We also utilize Lead4ward and TEKS Resource Center during PLCs to deconstruct TEKS by doing a KNOW/SHOW chart to outline what we expect students to know and be able to do to the level of rigor of the standard. Lead4ward & TEKS resource center as well as district scope & sequence are utilized to help identify vocabulary, TEKS, ELPS, misconceptions, formative assessments, and ways to reteach standards. Since the ESF diagnostic the campus has all core departments tested subjects have been backwards planning from the district's assessment blueprint. The latest December interim results showed all contents performing above the district average except for 6th grade ELA and 8th grade ELA. We hired a teacher for 6th grade so do not have a long-term sub any longer and we also changed several 6th grade ELA sections from the other 6th grade teacher who we have coached all semester (late hire due to district allowing resignation in late July) but still see no growth. Therefore, her 6th grade sections are moving to a more effective teacher and that teachers reading sections will be moved to the less effective teacher. The reading class is a 7th grade additional support to support 7th grade students. (double-block they take regular ELA class and a Structured Literacy course). This should result in improved 6th grade scores. Since the ESF the principal and two APs as well as an instructional coach are providing support to Math teachers and Math PLC which has resulted in major growth in all grade levels.

No

Full Implementation: Vision

At full implementation, we will have hard copies of the districts Year at a Glance printed for all core teachers and master copies in the data room to support the planning process. We will utilize the district's Scope & Sequence with fidelity for all core content areas as well as instructional planning calendars, unit plans aligned to TEKS, assessment calendar, lesson plan template, and time built into IPC & Lesson Plans for re-teach after each interim assessment or benchmark. This will be done through backwards planning from the district's assessment blueprint which explains to the teacher the standards that students will be assessed on during the next district assessment. Teachers will create exemplars aligned to the readiness and supporting standards and label the standards on their lesson plans. Teachers will share the exemplars and model the process for students to be successful and meet the level of rigor required. The administrative team will add to their yearly professional development calendar the focus instructional strategy targeting and training on each six weeks. This will also be included in the weekly at-a-glance calendar that is sent out every Friday. Announcements will be two times a month reminding students and staff of the learning strategy, concept, skill they will be working on for the month. Teachers will utilize the highly tested readiness standards, as well as, the supporting standards to chunk concepts and skills that will lead to largest gains in student achievement. We will post poster size calendars monthly in the data room with assessments dates labeled and key concepts being covered in all core classes. All tested core contents will conduct common assessments bi-weekly aligned to the rigor of STAAR. The campus will track mastery on each assessment & send assessment data home to parents after every district assessment each six weeks. Campus leadership team will conduct learning walks each six weeks to identify ongoing professional development aligned to best practices in terms of aligned instructional materials, resources, engagement, and rigor. All teachers will include added interventions in their lesson plans weekly and supports on a weekly basis for all Tier 3 students, Els, and SPED students to close gaps. Our campus-wide calendar will allow for quarterly content planning days for each tested content (including sped teachers) during which they will plan the next six weeks instructional planning calendar aligned to the TEKS and lesson plans at a glance for that six weeks. The campus will continue implementing "Seven Steps to a Language Rich Classroom" with fidelity campus-wide to increase language acquisition and meet TELPAS indicator. This will be evidence by ongoing professional development in faculty meeting and professional learning communities as well as posters and strategies visible in classroom walk-throughs. The campus will have specialized training from STETSON on a highly effective co-teach instructional model for core general education teachers and special education teachers to implement high impact differentiated instruction and progress monitoring of special education students for growth over time. All Core Content PLCs will have an instructional planning calendar that models for teachers what they are expected to know, be able to do, or deliver in every daily PLC. Data analysis/datameetings, backwards planning/lesson planning, KNOW/SHOW charts, deconstructing TEKS, writing formative assessments, and reviewing student work, as well as exemplars will be included on the instructional planning calendar. (this is the PLC agenda for the month which guides their work)

Current Implementation: Summary

Implementation Level At Diagnostic
Planning for Implementation
 Prioritized Focus Area from ESF Diagnostic?

Teachers complete lesson plans utilizing Lead4ward, district scope & sequence, and TEK resource center. There is a system in place for teachers to upload lesson plans into its learning and post outside of their classroom. The campus doesn't have a mandated lesson plan format but does have set criteria that must be included in the lesson plan. Lesson plans are reviewed during PLCs and feedback provided during PLCs for strengths and weaknesses of the lesson plan allowing for teachers to make improvements before delivering the lesson to students. Mini-lessons are taught during PLCs to build highly effective lessons aligned throughout the department. Training is provided on what an aligned lesson cycle looks like, sounds like, what teachers are doing, what students are doing, and how students are being assessed on the standard. Many teachers still struggle with writing measurable objectives aligned to the level of rigor required in the standard. The other area of improvement is having the lesson plan actually matching the instructional delivery seen in the classroom and its impact on student learning. Since the diagnostic the Math and ELA PLCs are backwards planning from the assessment and tracking their student progress on each standard. Teachers have reteach plans listed in their lesson plans. Since the diagnostic the English and Math departments have begun analyzing student work and conducting gallery walks to provide feedback to all department members on their students' work samples.

Yes

Full Implementation: Vision

At full implementation, all teachers will follow the district curriculum and scope and sequence with fidelity. All teachers will be writing aligned instructional planning calendars before the six weeks begins, outlining what they want students to know and be able to do and how they will know when students have learned it by deconstructing the standard and doing the KNOW/SHOW chart. All teachers will create and submit daily lesson plans that include clear measurable objectives, opening activities, with time allotments that indicate the amount of time spent on each step of the lesson. Teachers will use multiple differentiated paths of instruction to a clearly defined curricular goal, including paths to meet the specific needs of students with disabilities and English learners among other student groups, and daily formative assessments along with exemplar responses. Campus leadership team will review lesson plans weekly for alignment to the standards, the scope and sequence, and the expected level of rigor, and provide teachers with feedback and lesson planning support. Department chairs and instructional coaches will provide exemplar models to all core departments each six weeks. Administrative team will meet with teachers to give feedback and coaching from their weekly walkthroughs. The feedback will follow the Bambrick "Six Steps to Effective Feedback" and highlight the highest leverage action item to change/implement. The administrator will conduct follow-up visit the same week to monitor and assess that the teacher implemented and how effective was the change. These will be entered into the district's walkthrough database. Teachers will create exemplars and share in professional learning communities their exemplars with the group to receive feedback. The exemplar's rigor level should match the level of rigor in the standard. Administrative team will follow the district's instructional monitoring process and adhere to the proration guide for the number of walkthroughs Tier 1 teachers should receive, Tier 2 teachers, and Tier 3 teachers. Administrative team will analyze all core department's data from district assessments and conduct data meetings with all core Professional Learning Communities and one on one with teachers who have low data. The administrator, teacher, and instructional coach will create a targeted reteach plan that include reteaching of low standards and re-assessing for growth. Students who are still not mastering the concept at the 80% mark will be pulled for small group intervention.

Current Implementation: Summary	
<p>Implementation Level At Diagnostic</p> <p>Planning for Implementation</p> <p>Prioritized Focus Area from ESF Diagnostic?</p>	<p>The administrative team spent time throughout the summer conducting data analysis of the latest STAAR results, the school's rating, teacher T-TESS evaluations, and student's individual data (subpops) that were the biggest barriers to the campus meeting accountability with the state. Principal and data analyst have led professional development with the whole campus on school accountability with the actual school data so staff could realize how every single student impacts our school accountability rating and many students count in multiple areas. The big takeaway being that all students must meet progress every single year in all core contents. We have used the data to show the importance of a great first teach (Tier 1 instruction) which is a paradigm shift because many teachers are still accustomed to old accountability system where you worked on bringing up the lowest performing students. The campus has a school database that outlines every student in the school's last 3 years of STAAR scores, lexile levels, MAP data, district assessment data, TELPAS data, and growth targets for RDG & MATH. The Reading & Math departments have electronic teacher tracking systems by each TEK that predicts passing rate. The TEK changes color when the teacher has covered the TEK to mastery which signals to the teacher they can move to another high leverage TEK that students have yet to master. Teachers then adjust their instructional planning calendar to build in time/decrease time spent on areas that students are or are not mastering at that point in the school year. Incentives are offered to teachers and students alike before every local district assessment. Since the diagnostic the administrators and core teachers have analyzed the data from the first two interim assessments. For the first two district interim assessments the campus is up in 85% of the tested areas compared to the first two interim assessments last year. The third interim assessment will be the week leading into Christmas December 16-20, 2019. The campus has updated the campus database for all students which houses all students testing history the last three years of STAAR, their interim assessment data, their Achieve lexile levels and NWEA Map data as well as each student's target growth measure for Reading and Math.</p> <p style="text-align: center;">No</p>
Full Implementation: Vision	

At full implementation, our campus will be a model school when it comes to data. All major campus-wide decisions will be based on data. Data will drive the campus planning, PLCs, professional development, assessments, master schedule, teacher selection and placement, campus teacher leaders, as well as coaching and support of teachers. All core content departments will have common planning and/or PLC time built into the master schedule. We will have an identified day in PLCs bi-weekly to examine student work or disaggregate student data from the latest district interim assessments or campus common assessments. Teachers will use corrective instruction action planning process in PLCs to analyze data, identify trends and misconceptions, determine root causes of why students didn't master the concept, and create plans for reteach. Every single week teachers will unpack the standard and create an exemplar while planning the next week's lesson. The department chairs and instructional coaches will have created exemplars each six weeks modeling the expectation for their departments. Teachers will utilize formative assessment data, exit tickets, and students work to identify the gap between the students work and the exemplar then plan the reteach, practice the reteach, reassess, and track the data by student and standard for growth. Each week the administrator, instructional coach, and teachers in each tested department will review the re-teach and re-assessment data to determine next steps. ELA and MATH teachers will track their class-wide interim assessment data and post their class averages on the wall. Classes that fall below 80% average on assessment will include reteach of low SEs spiraled in to upcoming lessons. We will have incentives for students and teachers with the most growth going into each interim assessment so the campus has reliable data points to review and plan interventions throughout the school year. Students falling into the Did Not Meets range on interim assessments or borderline approaches will be targeted for small group instruction within the classroom as well as all students being invited to Saturday camps that will be scheduled. Lessons taught in tutoring or Saturday camp will be aligned to the district's blueprint assessment for the corresponding unit as well as the highly taught STAAR standards from Lead4ward. At full implementation all core tested teachers will create an electronic student tracking or individual student folder for progress monitoring each students testing progress throughout the year. All students will track their data in their core departments and set goals for their next assessment as well as a plan to improve in their low areas. Administrators will set goal for 600 or more walkthroughs and coaching sessions with teachers for the school year. Teachers will have visuals (posters) tracking their class assessment averages for growth each month throughout the school year. The campus will continue focusing on their student and staff attendance rates by posting the data on the front office, tracking the percent in attendance each week with the goal being 95% or above, and providing incentives for students and teachers who meet the 95% goal for the year.

After completing the Turnaround Foundations tab, only complete one Turnaround Method tab.

School Improvement Turnaround Plan

District Commitment Theory of Action

In this section, describe the District Theory of Action and the District Commitments that will support the campus' essential actions found in the plan. The District Theory Commitment Theory of Action should address each of the Foundational Essential Actions and DDI.

Principal supervisor will provide necessary campus resources and coaching to the principal and AP's on the district's data driven instructional processes, and the principal/APs will train and develop the instructional leadership team's knowledge of the district's data driven instructional processes to full implementation with staff, and the district ensures that the campus has access to high quality resources, funding, curriculum, and assessments (formative/summative) aligned to the standards for all tested grades and subjects, and the district commits to providing district content coordinators to support the campus every 9 weeks through targeted professional learning, and the principal and instructional leadership team are able to create highly effective DDI in PLCs with data meetings aligned to the standards which identify the highest leverage professional development opportunities for teachers, then the campus will be able to increase rigor, improve alignment, lesson planning and reteaching around formative/summative assessments, which will lead to an increase in student achievement.

System and Capacity Building

In this section, describe the efforts the campus and district will make to build systems and capacity so that the campus can achieve and sustain the vision for each Essential Action shared on the Turnaround Foundations tab. You do not have to complete all rows in this section, but all of the six Essential Actions reviewed during the diagnostic must be included.

Describe areas in which you will build systems, skills, and capacity in district and campus staff.	What potential program or partners will the campus/district work with in this area?	When will this be a focus?	Describe the scope and sequence of training and ongoing coaching efforts, including who receives the training/coaching.	List the Essential Action(s) that this capacity building impacts.
<p>This year we will have a culture committee to create campus-wide student and staff routines. These routines will be collaboratively created by committee meetings in June of 2020 (Admin team and 3-5 teachers) The committee will outline and create agendas outlining the professional development and implementation phases for staff. Training and practice will be done during new teacher inservice week August 2020 and full implementation will be in place by September 1, 2020. The intent is to create & communicate clear expectations for staff and students, increase accountability, and build capacity campus-wide. The intent is to strengthen our current practices, provide more monitoring of shared spaces: arrival, dismissal, hallways, recess, and lunchtimes as well as to reduce # of discipline referrals and # of out of school suspensions.</p>	<p>Internal capacity</p>	<p>2020</p>	<p>Year 1: We will partner with our district and other campuses that have created similar protocols with success. The administrative team will meet with a the other school's leadership team on how they trained and implemented their system for it to become a highly effective system for transition times. The principal supervisor will support the campus leadership team in creating the culture committee, identifying members, processes, protocol, and timeline for implementation of the new system. The campus leadership will train all of the teachers at the beginning of the year and provide an abbreviated training and practice four to six weeks into school. Campus walk data from the previous end of the year will be used as the baseline data starting point. Campus leadership team will conduct culture walk 3 times a year to assess growth and adjust/revise the plan as needed.</p>	<p>3.1</p>

<p>This year we will ensure that we have strong systems in place for teacher planning, lesson plan feedback, walk-through observations, and face-to-face coaching sessions. The administrative team will model and practice (role play) how to coach teachers using Bambrick's Leverage Leadership/Get Better Faster Six Steps to Effective Feedback. The administrative team will create a form by June 2020 and implement September 1, 2020. This form/poster will be housed in principal office to track and update weekly the admin team's walkthroughs by tchr name and the total for the week. Set criteria and goals for each six weeks will be determined collectively by the administrators during June 2020 planning. Each administrator will operate the same system under their leadership. The PLCs will be standardized and look extremely similar in the DDI and instructional practices. This will include a universal electronic location for lesson plan submission. Lesson plan feedback will be provided weekly in PLCs by administrators, instructional coaches, and teachers. PLCs will be evaluated weekly by the administrators and monthly by all PLC members based on PLC rubric to assess progress. We will have teachers model mini-lessons in PLCs for immediate feedback and time to make adjustments prior to facilitating lessons with students. Through the use of PLC protocols and data tracking/progress monitoring of the plans this will lead to improved instructional delivery and stronger student outcomes.</p>	<p>ESC-11 (external)</p>	<p>2020</p>	<p>Year 1: ESC 11 will provide in person PD, face to face learning, coaching and ongoing support to admin and teachers. ESC 11 to coach core teachers in tested contents and provide feedback and conduct learning microlabs/PD every 6-9 weeks on teacher best practices for all teachers to implement the following six weeks.</p>	<p>5.1, 5.3</p>
<p>Roles & responsibilities are already included in Faculty Handbook with the goals for each department and administrator. We will add the instructional coaches roles and responsibilities as well as the lead content teachers and department chairs. Leadership observations, meetings, and coaching sessions will all be on weekly calendar. The leadership team meets weekly to analyze campus and student data. Systems are in place for PLCs and PLCs use a written protocol and instructional planning calendar monthly and minutes are kept.</p>	<p>Internal capacity</p>	<p>2021</p>	<p>Year 2: Administrators will coach dept chairs and instructional coaches on the PLC protocol, DDI, weekly LP review, walkthrough/coaching protocol and feedback to teachers. Roles and responsibilities will be identified and trained in PLCs and the PLC rubric will be utilized bi-weekly to rate the level of PLC. Principal will train campus leadership team on campus goals and expectations for all team members with performance expectations for each content/department.</p>	<p>1.1</p>

<p>Principal will work with district Human Capital Management department to identify applicants for vacant positions. Principal will share with interview questions with interview committees as well as a rubric to rate the mini-lesson taught by any prospective applicants. All new teachers will have mentors to increase retention rates and check-ins/meetings between mentors and mentees will occur bi-weekly. New teacher coordinator will schedule 3 meetings for all mentors and mentees to come together and discuss progress, celebrations, and areas needing support. Dept chairs and lead content teachers will have strong content knowledge and instructional leadership and DDI skills.</p>	<p>Internal capacity</p>	<p>2021</p>	<p>Year 2: Campus leadership team will lead teachers through professional development on Tier 1 instruction and data driven instruction during teacher inservice week in August. Professional development plan for the year will be created during summer 2021 and aligned to district goals and campus comprehensive needs assessment. An overview of PD plan will be shared with staff August 2021. Leadership and training opportunities are provided to highly effective teachers to lead faculty meetings, PLCs, and Grade Level Team Meetings. Teachers receive ongoing professional learning in faculty meetings, grade level meetings, and their PLCs and Department Meetings. Teachers meet with their evaluator in May to outline their professional learning plan for the summer and following school year which should align with campus and district goals as well as areas for teacher growth. Teacher appreciation treats and celebrations are done each six weeks</p>	<p>2.1</p>
<p>District provides the curriculum (scope & sequence) for all contents. District curriculum is aligned to state standards. It is housed in the district curriculum portal on the district apps page. Campus implements the district curriculum with fidelity. Supplemental curriculum resources may be used to address various needs of students. (SPED, EIs) District provides instructional planning calendar and assessment calendar for the school year to assist with planning and reteach time is built into the curriculum.</p>	<p>Internal capacity</p>	<p>2021</p>	<p>Year 2: District interim assessments are taken district-wide each six weeks and District Benchmarks are taken in October and February. Core teachers are trained on backwards planning instructional model as well as all of the district tools, Lead4ward, TEK resource center, All-in-Learning. Teachers receive DDI protocol and procedures are trained on in PLCs. Teachers create targeted action plans after each interim and benchmark identifying low SEs for reteach, targeted students, method for reteach, timeline, and how will assess for growth. Action plans/data protocol are turned into administrators for monitoring and evaluation purposes each six weeks. Teachers receive content specific PD through district and campus waiver days, faculty meetings, and PLCs.</p>	<p>4.1</p>

Critical Implementation Milestones

In this section, describe the critical implementation milestones (high-level description of actions that will be completed) that the campus and/or district will meet in each year of implementation in order to achieve the vision of full implementation of each Essential Action shared on the Turnaround Foundations tab. Milestones for the 2-3 high leverage focus areas identified in the ESF Diagnostic must be addressed first, as these are the campus' largest gaps in practice and systems (and will have the greatest impact on the implementation of other Essential Actions). The milestones listed here must be included in each year's Targeted Improvement Plan. Add rows as needed.

Pre-Implementation		Essential Action
CLT conducts Data analysis of Stakeholder survey results from to create targeted campus culture routines to improve identified low areas.		3.1
Creation of weekly PLC protocol for Deconstructing TEKS from curriculum and blueprint assessment as well as creating exemplar samples for students.		5.1
Create and publish Yearly calendar for prioritized meetings (fac. Mtgs, CLT mtgs, admin mtgs) assessments windows for interims, benchmarks, STAAR, and TELPAS, professional development, PLCs, and Lesson Plan due dates.		5.3
Implementation Year 1		Essential Action
Conduct base line walk at BOY using a culture rubric to identify current levels of student routines: morning, afternoon, lunch, recess, etc. Conduct additional culture walk MOY and EOY to track progress after implementing.		3.1
School vision and mission are revisited and revised to reflect alignment with district vision and student needs. System has been implemented to improve student routines for morning, afternoon, lunch, recess, etc. Campus vision is reflected in classrooms and hallways. High expectations are held by all staff.		3.1
Allow for Campus budget to allot funding for outside agency support in professional development, teacher coaching, and feedback.		5.1
Teachers will receive walkthroughs and face to face coaching and DDI from administrators and instructional coaches with action items aligned to campus focus areas that result in improved student outcomes. Data action plans for Math & ELA teachers each six weeks. Data tracking systems		5.3 5.3
Implementation Year 2		Essential Action
Clearly identified roles, responsibilities, and performance goals for administrators, data analyst, instructional coaches, counselors, interventionists, and dept chairs/lead content teachers is included in the Faculty Handbook and is shared/clearly communicated during new teacher inservice week. Campus leadership meetings BOY, MOY, and EOY to track progress towards departmental goals and culture/climate routines. Effective systems/meeting schedule for administrator weekly meeting, observation and feedback cycles, PLCs, and Grade Level Team Meetings.		1.1
Continue hiring certified, content degreed teachers in all tested contents. System in place for hiring process with modeling of lesson and campus committee to select the best fit to match the vision, mission, and goals of the campus. Staff appreciation celebrations, treats, and events each six weeks. Strongest teachers serve on Campus Leadership Team to drive and sustain the changes and to build capacity campus-wide.		2.1
District curriculum implemented 100% campus-wide. Literacy is promoted and practiced in all contents. (Reading, writing, listening, and speaking) Strong tier 1 instruction/first teach is in place in all core classrooms. Supplemental resources are used for EIs and Sped students.		4.1

Implementation Year 3 and beyond		Essential Action
<p>Milestones in this column can be focused on sustainability of systems implemented in years 1 and 2 of implementation.</p> <p>A campus that is ordered to implement a turnaround plan may modify the milestones in this section once they receive two consecutive acceptable ratings.</p>		
Systems in place for Sustainability for- Effective Tier 1 instruction, PLC Protocol, DDI, Aligned Professional Development Calendar, Walkthrough/Feedback Cycles with aggressive monitoring and assessing for progress.		5.1
Recurring Systems have been implemented and run in a continuous cycle each six weeks. (Instructional Planning Calendars, Weekly Lesson Plans, Formative assessments/demonstrations of learning, small group instruction) Campus Data Tracking Systems in Place for tracking teacher and student data on all district and campus assessments. Campus Database with all Math & Rdg data is created, trained, and implemented with ELAR & Math teachers. Common protocol for backwards planning, unpacking standards, analyzing data & student work, and reteach low standards/concepts and track for progress. Data conferences occur with students in RDG, MATH, and ELs who take TLPAS.		5.3
Conduct baseline walk at BOY using a culture rubric to identify current levels of student routines: morning, afternoon, lunch, recess, etc. Conduct additional culture walk MOY and EOY to track progress after implementing.		3.1
School vision and mission are revisited and revised to reflect alignment with district vision and student needs. System has been implemented to improve student routines for morning, afternoon, lunch, recess, etc. Campus vision is reflected in classrooms and hallways. High expectations are held by all staff.		3.1

Budget and Financial Resources

Funds outlined in the budget table should include any supplemental costs required to implement the turnaround plan for 2 or more years.

For example, salaries for teachers and principals should not be included; however, if the initiative calls for teacher stipends to cover extra duties, those costs should be accounted for in the table.

Category	Amount	Description
10 Payroll	\$ 540,000.00	2 Full-Time Instructional Coaches (1 Math/1 ELAR)
Professional Development	\$ 90,000.00	ESC 11 Capacity Builder
Supplies and Materials	\$ 15,000.00	Paper, Chart paper, markers, poster maker paper, etc.
Other Operating Costs	\$ 330,000.00	Staff Recruitment & Retention Plan/Staff & Student Travel
Capital Outlay	\$	

Campus Turnaround Plan

Campus Information

District Name:	Superintendent:	DCSI:	Board President:
Fort Worth ISD	Kent Scribner	Rian Townsend	Jacinto Ramos
Campus Name:	Campus Number:	Principal:	Principal Supervisor:
Morningside Middle	220905054	Justin Edwards	Rian Townsend
School Year Plan was Developed:	ESF Diagnostic Date:	ESF Facilitator:	Date of Board Approval:
2019-2020	October 15th 2019	Margo Nottingham	November 12th 2019

Turnaround Method

Method	Description	Check one
School Improvement	Improve foundational practices at the campus by working with a vetted improvement program and/or developing an internal capacity building plan.	<input checked="" type="checkbox"/>
School Action-Reassign	Close the low-performing campus and reassign students to higher performing (A or B rated) campuses or new campuses.	<input type="checkbox"/>
School Action-Restart: District Managed	Restart a school by implementing the Accelerating Campus Excellence model or ACE-like model (including Accelerating Campus Excellence (ACE) turnaround plans).	<input type="checkbox"/>
School Action-Restart: Partner Managed	Restart a school with a Texas Partnership with an existing operator with a track record of success	<input type="checkbox"/>
School Action-New School: District-Managed	Create or phase in a new school managed by the district at a new or existing facility	<input type="checkbox"/>
School Action-New School: Partner Managed	Create or phase in a new school with a Texas Partnership at a new or existing facility	<input type="checkbox"/>

Outcomes

For each essential action, describe the **current implementation level** on the campus (using the ESF Diagnostic Summary Report) and what **full implementation** will look like on this campus. Reference the Key Practices in the Effective Schools Framework to develop the vision. Campuses should strive to be at or near full implementation within two years after implementing this Turnaround Plan for two years.

1.1 Develop campus instructional leaders with clear roles and responsibilities.

Current Implementation: Summary

Implementation Level At Diagnostic	<p>Our campus currently has clearly written roles and responsibilities for our Instructional Leadership Team which includes our Administrative Team. We have paired each core teacher with an administrator and an Instructional Coach for evaluative purposes and instructional support. T-Tess goals are submitted to administrators and goals are measurable and tied to student achievement. The Instructional Leadership Team, which includes administrators, instructional coaches, and our Data analyst have weekly calendars that display classroom observation, Professional Learning Community schedule, and Instructional Leadership meetings. Our campus Instructional Leadership team meets weekly with an agenda that focuses on student progress, formative assessment/interim assessment data and teacher supports. Each core teacher has an individual Teacher Support Plan based on instructional feedback. Professional development occurs weekly during our Professional Learning Community meetings within each department and are consistent with best practices and department need. The Instructional Leadership Team conducts calibration learning walks to align our instructional focus and develops Professional Development for the campus based off these walks. Each 6 weeks the instructional leadership team recalibrates and tiers teachers based off this feedback cycle and provides individual teacher support as needed.</p>
Beginning Implementation	
Prioritized Focus Area from ESF Diagnostic?	

No

Full Implementation: Vision

At full implementation, the instructional leadership team, teachers and administration will have clearly written roles and responsibilities. Measurable goals will be included in each team members' roles and responsibilities so that we are able to track progress and milestones. The instructional leadership team will submit weekly calendars which detail classroom observations, teacher feedback, professional learning community schedule and weekly meetings. During weekly meetings, an agenda will be present that outlines our progress toward campus goals, student progress, teacher support and our professional development calendar. Our professional learning community will be aligned to data analysis, teacher feedback, instructional best practices, model lesson delivery, and lesson plan collaboration. We will check on goals at the Middle of the Year and again at the End of the Year. Instructional Focus meetings will be conducted monthly that provide professional development for staff that emphasizes best practices and campus needs based off calibration learning walks. Professional Learning Community meetings will be facilitated by teacher leaders and focus on data analysis and student progress monitoring. An employee handbook will be developed that includes the expectations, roles and responsibilities of all staff members, and T-Tess evaluation to hold all staff accountable. A yearlong campus calendar will be developed that has key dates of instructional focus meetings and designated Professional Development Days.

Current Implementation: Summary

Implementation Level At Diagnostic	It is our intent to recruit and attract high quality educators that best fit the needs of our campus. We attend all district job fairs, follow up with candidates from referral sources, work collaboratively with HCM to screen and interview high quality candidates; however receiving effective and high quality candidates can be an obstacle as recruitment strategies are district led. It is difficult to retain high quality substitutes in the absence of a teacher and our campus needs to work at developing a list of preferred substitutes. There is currently no working definition of a high performing teacher. Campus leadership retains teachers based on willingness to grow as well as has a passion for educating students in high poverty neighborhoods. Teacher placement is based on preference, content knowledge, certification, and student need. All teachers are tiered based on instructional skillset; while support and professional development are provided for our master teachers and struggling teachers as needed based off student data and instructional feedback. Teacher leaders are selected by achievement, tenure and influence on campus. We currently have vacancies in 2 core classes and 2 elective classes, but we have secured long term substitutes in all classes.
Planning for Implementation	
Prioritized Focus Area from ESF Diagnostic?	
No	

Full Implementation: Vision

At full implementation, our district will work with collaboratively with our campus to recruit highly qualified candidates and allow for hiring to take place earlier than summer. Also, our campus will work with HCM to screen highly quality candidates and improve processing times for newly hired staff. Additionally, at the campus level, we will have a more formal selection process that includes an interview panel, model of a sample lesson, and a formal interview. Interview questions will be aligned to assess for content knowledge, experience, culture fit, and leadership skills to hire and place teachers in the best positions to be successful. Our department chairs, instructional coaches, data analyst and administrators will make up our Instructional Leadership Team. All teachers will be tiered based on experience and instructional skillset and the Instructional Leadership Team will be assigned to work with teachers to provide support and professional development based on their level of support needed. Teacher placement is based on preference, content knowledge, certification, and student need. Teacher leaders are determined by campus performance data, classroom observations, ability and willingness to build leadership capacity in others. Teacher leaders will then be placed in leadership roles by developing committees and grade level team leads in order to further build leadership capacity and increase retention. We will provide ongoing support for staff to improve teacher effectiveness. Teachers will be recognized on a monthly basis with Teacher of the Month in addition to recognizing the Teacher of The Year. New teachers will be provided a teacher mentor and second year teachers will receive support and a teacher mentor as well to further their development in instructional practices. Lastly, our campus will begin to identify and develop a database of preferred substitutes to have available for potential long term vacancies as they become available. Ineffective substitutes will be identified and assigned to a "Do Not Return" list in order to provide the best instruction and preferred substitutes for our students. District job fairs would have pre-screened highly qualified teachers and high need campuses would have access to high quality teachers. The campus will work collaboratively with the district to develop marketing materials to recruit and retain highly qualified teachers and allocate funds to incentivize student outcome performance bonuses for teachers. Teacher leaders will lead staff professional development to further build capacity amongst staff.

Current Implementation: Summary

There is evidence that stakeholders are engaged in creating and modifying the school's mission, vision and values. Our campus completed a SWOT analysis last year to recreate the mission, vision and values by bringing together teachers, administrators and parents to establish buy-in and a shared vision. Our staff shares a common understanding of the values and practices on the campus. Our teachers and students lead our daily morning assembly meetings, which our mission statement and motto are recited daily by students. Our campus mission statement is displayed in the auditorium, in the front entrance of the campus and in some classrooms in the building. Staff climate surveys are administered to staff once a year from the district and results are shared with administration but not with the whole staff. Campus has developed an Equity team which analyzes data

Implementation Level At Diagnostic

Partial Implementation

Prioritized Focus Area from ESF Diagnostic?

No

Full Implementation: Vision

At full implementation all stakeholders including staff, students and community will have input on the creation and revision of the campus mission statement, vision and campus goals. Our mission statement, vision, values and motto will be posted in every classroom throughout the building, the auditorium, and common areas throughout the building. All staff and students should be aware and able to recite the mission and motto of our campus. Our mission statement which will be closely aligned with the district will focus on college and career readiness and post-secondary success opportunities. Each day, students will recite the mission and motto during morning assembly. There will be a faculty and student handbook that outlines campus procedures and expectations to improve staff and student interactions and also includes the vision, mission, motto and values. We will begin the school year with developing respect agreements amongst staff members which will be displayed in a common area on our campus. In addition to staff respect agreements, student respect agreements will be developed and displayed in each classroom as well. Procedures for morning, hallway transitions, lunch and dismissal will be practiced at the beginning of the year and refined as needed. Administration will conduct a campus climate survey each semester to reflect current practices and culture to be proactive in addressing campus needs. The results of the surveys will be shared with staff and students. Once results have been analyzed, an action plan will be put in place to address areas of improvement. Our campus will have high expectations as students and staff will feel safe and hold each other accountable to create a culture and climate of academic excellence. A campus equity team will be developed to address disparities in student discipline and scheduling as well as staff and student interactions.

Current Implementation: Summary

There is a district created yearlong scope and sequence that is aligned to the TEKS which includes a pacing guide and how many days each TEK should be covered and identifies Readiness and Supporting standards. Teachers use the district scope and sequence to develop daily lesson plans, common formative assessments and instructional planning calendars and design lessons using backward design. Teachers upload lesson plans to our campus google drive each Thursday and receive written feedback from the Instructional Leadership Team on Friday. District Interim Assessments are given each six weeks and are aligned to the curriculum scope and sequence. Campus builds in days for re-teach opportunities based off weekly common formative assessments and district interim assessment data. Campus has implemented a plan that specifically targets our English Language student population by conducting a book study and utilizing instructional software programs twice a week designed to improve the Speaking and Listening components of TELPAS. Daily PLC's are used to include training on curriculum resources, best practices, developing Know & Show Charts. Campus instructional materials identify key ideas, essential questions, and content rich texts and are implemented with fidelity.

Full Implementation: Vision

At full implementation, we will have a year-long Scope and Sequence that is aligned to the TEKS and has built in flex days to allow for re-teach opportunities after each interim assessment. Core contents curriculum will be provided with instructional materials and resources that include Readiness and Supporting standards that include essential questions, classroom resources and additional resources. We will conduct weekly common formative assessments in addition to district interim and benchmark assessments to assess student progress. We will monitor and track student progress after each assessment and develop action plans based off assessment data. Teachers will be provided with ongoing professional development aligned to best practices and lesson planning. Teachers will also be provided resources and professional development that specifically support student subgroups. Our yearly calendar would allow for daily Professional Learning Community meetings and content planning days each six weeks to support content planning. Agendas for Professional Learning Communities will focus on data analysis, student progress monitoring. In addition to content planning, the calendar will include time for job-embedded professional development. Instruction will be implemented with fidelity based off lesson plans and will include differentiation to support our student subgroups as well as exemplar responses.

Current Implementation: Summary

Implementation Level At Diagnostic
Planning for Implementation
 Prioritized Focus Area from ESF Diagnostic?
 Yes

Our campus has an instructional planning calendar that outlines each six weeks and includes learning objective, ELPS, key vocabulary, formative assessment, resources, Warm-Up, Guided Instruction, Independent Practice, Exit Ticket, and differentiation. Lesson plans are expected to be uploaded weekly by Thursday for the following week into our campus google drive and are aligned to the district Scope & Sequence. Lesson plans are reviewed each week by the Instructional Leadership Team and they provide teachers with feedback and support. Feedback is evaluative on lesson planning and lesson delivery and poses questions with some suggestions given. Classroom posts the daily learning objective and ELPS and make attempts to reference the learning objective throughout the lesson. Teachers are expected to follow the daily lesson plan and evidence of lesson plan should be evident in the lesson delivery.

Full Implementation: Vision

At full implementation, all staff would upload weekly lesson plans by Thursday and Instructional Leadership Team will provide written feedback on Friday for the following week. The Instructional Leadership Team will review lesson plans for instructional alignment to the standard, the scope and sequence, formative assessments, expected level of rigor and provide teachers with specific feedback. Core departments would be given an instructional pull-out each six weeks to assist in the development of lesson planning and to gather instructional resources and better plan for lesson delivery. Lesson plans would include sections for lesson objective, ELPS, modeling, guided practice, independent practice, closing, differentiation, formative assessments and high-level essential questions and would include an exemplar response. The lesson plans would align to the district scope and sequence and include formative assessments. Lessons plans will also be detailed so that any teacher could deliver the lesson with fidelity. There will be alignment between the learning standard, learning objective and lesson activity. The learning objective will have a measurable student outcome and teachers will be able to frequently check for understanding throughout the lesson to collect data that will allow teachers to adjust lesson as needed. Instructional walkthroughs should be able to reflect execution of the lesson plan and provide evidence of key components written in the lesson plan and ensure lessons are executed with fidelity. Lesson plans would include differentiation for varied learning styles of students as well as strategies to address our student subgroups, specifically English Language Learners and Special Education students. The Instructional Leadership team will be able to provide feedback on written lesson plans on Friday and there is a written protocol in place for teachers to make adjustments to lesson plans as needed.

Current Implementation: Summary	
<p>Implementation Level At Diagnostic</p> <p>Planning for Implementation</p> <p>Prioritized Focus Area from ESF Diagnostic?</p>	<p>All core teachers are provided with Daily Professional Learning Community meetings that are built into our Master Schedule that allow for weekly data meetings, studying student work, professional development, peer feedback of lesson delivery and common collaborative planning. Data meetings are held weekly and student growth progress are monitored and Response to Intervention plans are put in place for students who are not showing growth. Each week, teachers use Morningside's data tracking system (located in each Math and Reading classroom) that shows individual student growth measure and current growth performance of each student based on each interim assessment and weekly Mastery of Learning. Teachers will utilize this data, formative assessment data, student work, and exit ticket to plan the re-teach. Each week during PLC, teachers develop re-teach plans, practice delivering re-teach during PLC and receive peer feedback prior to delivering lesson to students the following week. Instructional Leadership Team develops a response to intervention plans based off weekly formative assessments and interim assessments data and presents action plan to members of the instructional leadership team.</p>
Yes	
Full Implementation: Vision	
<p>At full implementation, we will be a data driven campus. We will have time after each interim assessment to analyze student and teacher data as a Instructional Leadership Team and develop an action plan based on the data that includes a re-teach plan for students that have not shown student mastery and students who have not met their STAAR progress measure. We will tier our teachers using walkthrough feedback data and student data to develop a classroom observation proration guide. We will conduct weekly data meetings where teachers and Instructional Leadership Team members have an opportunity to analyze student data, student work samples and identify misconceptions and develop a plan for re-teach. Instructional Leadership Team members will have an opportunity to observe re-teach lessons and analyze data from the re-teach lesson to evaluate effectiveness of the re-teach. We will conduct our "State of the Union" that addresses our performance on each interim assessment and is shared with staff and students. The Master Scheduling allows for daily Professional Learning Community meetings, weekly data meetings, planning for re-teach and time to re-assess reteach data. Teachers would collect data from Daily Demonstrations of Learning and it will be visible in every classroom. The Professional Learning Community schedule will allow for weekly data meetings, unpacking of standards, modeling of lessons (practice the re-teach). Lesson plans for re-teach will identify which student expectations will be re-taught, which individual students will be addressed, identify learning gaps and have exemplar responses of student work expectations.</p>	

After completing the Turnaround Foundations tab, only complete one Turnaround Method tab.

School Improvement Turnaround Plan

District Commitment Theory of Action

In this section, describe the District Theory of Action and the District Commitments that will support the campus' essential actions found in the plan. The District Theory Commitment Theory of Action should address each of the Foundational Essential Actions and DDI.

If the principal supervisor provides regular coaching to the principal on the implementation of the DDI process and the principal's development of the instructional leadership team's knowledge of the DDI process and the district ensures that the campus has access to high quality curriculum, with assessments (formative/summative) aligned to the standards for all tested grades and subjects and the district commits to providing interim assessment results back to the campus within 2 days after the assessment and the principal and instructional leadership team lead high quality data meetings aligned to the standards, and have a high quality pool of teacher applicants that the principal is able to hire from, and the principal can establish a climate of high expectations aligned to the vision, mission and goals of the school with staff and students in a safe and orderly environment, then the campus will be able to establish strong data driven instructional practices, improve the quality of lesson planning and reteaching around formative/summative assessments, which will lead to an increase in student achievement.

System and Capacity Building

In this section, describe the efforts the campus and district will make to build systems and capacity so that the campus can achieve and sustain the vision for each Essential Action shared on the Turnaround Foundations tab. You do not have to complete all rows in this section, but all of the six Essential Actions reviewed during the diagnostic must be included.

Describe areas in which you will build systems, skills, and capacity in district and campus staff.	What potential program or partners will the campus/district work with in this area?	When will this be a focus?	Describe the scope and sequence of training and ongoing coaching efforts, including who receives the training/coaching.	List the Essential Action(s) that this capacity building impacts.
<p>We will use Data Driven Instruction to improve our teachers' capacity. We are training teachers and our leadership team on the implementation and monitoring of this by incorporating weekly meetings addressing 1.) data analysis/unpacking the TEKS, 2.) Lesson/Reteach planning, 3.) Professional Development/analyze student work, 4.) Teacher modeling and feedback, 5.) Departmental meeting/lesson plan review. We are using district interim assessments and benchmarks in each tested area that are aligned to the rigor of STAAR.</p>	<p>External Capacity Builder - ESC R</p>	<p>2020</p>	<p>Year 1: The Instructional Leadership Team utilizes a variety of Professional Development, coaching, and ongoing support throughout the school year. Visits to our campus and ongoing coaching on our Data Driven Instruction practices will help us stay aligned to our Data Driven Instruction implementation.</p>	<p>5.3, 5.1</p>
<p>We will support our teachers by aligning our Instructional Leadership Team members and content specific cohort. We will create clear roles and responsibilities for each member, provide clarity on each members' role in supporting their assigned department/grade level and ensure our meetings are focused on student achievement and teacher growth based on data.</p>	<p>Internal Capacity Builder</p>	<p>2020</p>	<p>Year 1: The Instructional Leadership Team utilizes a variety of Professional Development, coaching and ongoing support. We will conduct a S.W.O.T analysis over the summer to reflect and redefine roles and responsibilities of each campus leader. Our goal is to build leadership capacity beyond administration and the Instructional Leadership Team. Our focus will be to build capacity and maintain strong alignment throughout the campus.</p>	<p>1.1, 2.1, 5.1, 5.3</p>

<p>Instructional Leadership Team will provide immediate feedback to help improve lesson plans for effective delivery of instructional lessons. Instructional Leadership Team will monitor Professional Learning Communities and instructional lesson implementation and provide specific feedback with the process. Instructional Leadership Team will use the teacher data and observations to Tier teacher support and re-tier them throughout the year based on needs.</p>	<p>Internal Capacity Builder</p>	<p>2020</p>	<p>Year 1: The principal's supervisor will provide ongoing coaching and support our Instructional Leadership Team to ensure that our lesson plan feedback is evident in classroom observations and our feedback process making progress. In addition to the Principal's supervisor, the campus will partner with the district and other campuses who have developed similar protocols for lesson plan feedback.</p>	<p>5.1, 5.3</p>
<p>We will work closely with the district curriculum to obtain the district's Scope and Sequence and Instructional Planning Calendar for each core content area that is aligned to the TEK. We will ensure that teachers have the necessary instructional materials and resources to optimize student achievement and student growth. Teachers will use the Scope and Sequence and resources to plan effective instructional lessons and develop weekly common formative assessments. Our district provides interim and benchmark assessments that are aligned to the rigor of STAAR.</p>	<p>Internal Capacity Builder</p>	<p>2021</p>	<p>Focus in year 2: We will begin identifying teacher leaders who can support curriculum design, develop common formative assessments, deliver effective instruction and build leadership capacity within their department/grade level by sharing feedback that represent the needs of our campus. Instructional Leadership Team will observe implementation of PLC's and classroom observations on an ongoing basis. We will continue to build in time within our Professional Learning Communities to address scope and sequence, pacing, and formative assessments as needed.</p>	<p>4.1</p>
<p>We will partner with Region XI to work on improving our student culture and routines campus-wide. We want all members of Instructional Leadership Team and all teachers to work on establishing routines and procedures that demonstrate high expectations across our campus. Our goal is to reflect and continuously strengthen campus routines as well as classroom procedures and expectations such as: arrival, dismissal, hallway transitions, lunch, etc.</p>	<p>External Capacity Builder - ESC Region</p>	<p>2021</p>	<p>Focus in year 2: We will utilize a variety of Professional Development, coaching, and ongoing support from Region XI. A cohort of teachers will participate in Professional Development over the summer and throughout the year that focuses on strengthening these routines. They will in turn provide PD to teachers prior to the start of school year so that our campus is ready to establish expected routines during the first few weeks of school. We will continue to reflect on our campus routines and adjust as needed in an effort to improve our campus climate and culture throughout the year.</p>	<p>3.1</p>

<p>We will work on getting more staff involvement in our hiring and retention in an effort to recruit and retain the best teachers. We will involve teacher leaders in this process and establish a hiring committee that will assist with recruiting and vetting potential candidates. Instructional Leadership Team will develop individualized supports for various experience levels of teachers in order to retain high quality teachers and develop new teachers. Administration and teacher leaders will be responsible for developing a preferred substitute list to assist when our campus has teaching vacancies.</p>	<p>Internal Capacity Builder</p>	<p>2021</p>	<p>Focus in year 2: We will identify Tier 1 teachers who are interested in participating in our hiring committee. Administration will have meetings throughout the year to gather feedback, plan and reflect on our hiring process and adjust as needed. Administration will work with Human Capital Management as needed to monitor teaching vacancies and effectiveness as needed.</p>	<p>2.1</p>
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Critical Implementation Milestones

In this section, describe the critical implementation milestones (high-level description of actions that will be completed) that the campus and/or district will meet in each year of implementation in order to achieve the vision of full implementation of each Essential Action shared on the Turnaround Foundations tab. Milestones for the 2-3 high leverage focus areas identified in the ESF Diagnostic must be addressed first, as these are the campus' largest gaps in practice and systems (and will have the greatest impact on the implementation of other Essential Actions). The milestones listed here must be included in each year's Targeted Improvement Plan. Add rows as needed.

Pre-implementation		Essential Action
Allocate funds and develop professional development calendar for all Instructional Leadership Team members and lead teachers for the following school year.		1.1
Prior to the start of the school year we will inform all staff members of what our key focus areas and major initiatives are.		1.1
Create next year's master calendar with allocated time for 1.) data analysis, 2.) Lesson/Reteach planning, 3.) Professional Development/analyze student work, 4.) Teacher modeling and feedback, 5.) departmental meeting/lesson plan review & feedback.		5.3
Develop summer Professional development calendar in a timely manner with the assistance and input from teachers that addresses quality lesson planning & instruction, data-driven instruction, and coaching for ILT.		5.1
Implementation Year 1		Essential Action
ILT leads effective data meetings where teachers are analyzing data, identifying learning gaps, plan lessons aligned to the scope and sequence and develop re-teach plans that will improve student achievement.		5.3
We will monitor and adjust our data-driven instruction to improve our teachers' capacity by incorporating weekly meetings addressing 1.) data analysis/unpacking the TEKS, 2.) Lesson/Reteach planning, 3.) Professional Development/analyze student work, 4.) Teacher modeling and feedback, 5.) departmental meeting/lesson plan review.		5.3
Teachers will continue to receive prompt instructional feedback using our feedback loop in an effort to see implementation of effective instruction in the classroom.		5.1
ILT will observe teacher change after feedback to re-tier teacher support.		5.1
Implementation Year 2		Essential Action
Our hiring process will include teacher input based on our campus needs in order to hire good-fit candidates with high content knowledge as well as an ability to effectively work with our diverse student population.		2.1
Our teachers are tiered and re-tiered throughout the year to receive PD and support aligned to their needs based on observations throughout the year.		2.1
Teachers receive meaningful Professional Development throughout the year that align to their needs, our campus goals of implementing strong routines and procedures, as well as instructional best practices which will result in higher student achievement.		2.1
Our school climate and culture promotes a dedication to high-expectations for all students and staff that support routines, systems, and procedures campus-wide.		3.1
Tested content area teachers will have access to high quality curriculum and resources, professional development in order to support achievement of all students.		4.1

Implementation Year 3 and beyond		Essential Action
<p><i>Milestones in this column can be focused on sustainability of systems implemented in years 1 and 2 of implementation.</i></p> <p><i>A campus that is ordered to implement a turnaround plan may modify the milestones in this section once they receive two consecutive acceptable ratings.</i></p>		
Clear roles and responsibilities will guide the behavior and actions of each member while working towards reaching our overall goal of improved student performance with continuous focus, PD, and support on data analysis, leadership building, and instructional support.	1.1	
Our school's mission, vision, and values will be displayed throughout the school and community in a way that allows us to speak to them and support them and keep us aligned as a campus based on our needs.	3.1	
We will have a process in place to monitor and adjust our practices regarding Instructional Leadership Team practices. We will focus on building leadership capacity in teachers. We will continue to place emphasis on growing and improving ILT members and teacher leaders including coaching opportunities.	1.1	
Our campus will continue to monitor our student cultures and routines and adjust our systems as needed to maintain a campus culture aligned to our mission, vision, and values while focusing on effective routines and procedures.	3.1	
Our campus hiring-retention team will meet to discuss needs and provide support to new/potential teachers, and substitutes throughout the year and work effectively & efficiently with HR.	2.1	
Lead teachers will ensure that collaboration with the curriculum department is maintained throughout the year to attain materials and Professional Development needed. Feedback will be given to curriculum department based on our campus needs.	4.1	

Budget and Financial Resources

Funds outlined in the budget table should include any supplemental costs required to implement the turnaround plan for 2 or more years.

For example, salaries for teachers and principals should not be included; however, if the initiative calls for teacher stipends to cover extra duties, those costs should be accounted for in the table.

Category	Amount	Description
Professional Development	\$ 540,000.00	Stipends for teacher tutoring and instructional planning, Instructional Coach Salaries across 3 years
Supplies and Materials	\$ 90,000.00	Student Culture Routines , DDI Practices, Region XI across 3 years
Other Operating Costs	\$ 15,000.00	Instructional Resources, Mission, Values and Motto materials
Capital Outlay	\$ 330,000.00	Staff Incentives, Staff and Student Travel
	\$ -	N/A

ACTION AGENDA ITEM
BOARD MEETING
February 25, 2020

TOPIC: APPROVE PYRAMID RE-ALIGNMENT AND SUBSEQUENT BOUNDARY AND ATTENDANCE ZONE CHANGES

BACKGROUND:

The Board of Trustees approved the creation of a Facility Master Plan (FMP) in 2015. The Guiding Principles of the FMP were established to support the District's mission of preparing all students for success in college, career and community leadership. The Principles provide ongoing direction and assistance in prioritizing work and clarifying important decisions.

Pyramid re-alignment and subsequent boundary and attendance zone changes are now at the forefront. Extensive boundary changes have not occurred since 1999. The following Principles of the FMP provided the premise for the proposed pyramid re-alignment and subsequent boundary and attendance zone change requests:

- 1.1 Instruction Drives Construction
- 1.2 Academic Adequacy & Functional Equity in School Facilities
- 1.5 Extra and Co-curricular Adequacy Support
- 1.6 Optimal Asset Utilization
- 1.7 Protection and Management of Financial Investment
- 1.9 Community Engagement

With the approval of the proposed changes:

- Overcrowding, demographic shifts and equity for students will be addressed.
- Underutilization, improve operational effectiveness and efficiency with rightsizing and/or repurposing.
- Boundary changes will address existing feeder pattern splits and/or overlaps.
- High school programs will align with programs offered in feeder schools.
- Students in the same pyramid will move through the educational system together, creating a sense of community, one point of contact, one point of responsibility.
- Programs of Choice, STEM, Montessori, applied learning and single sex campuses can be expanded into each pyramid, eliminating waiting lists for these sought-after programs.

Implementation will occur in phases beginning Fall 2020 through Fall 2023. The phase-in implementation approach allows time for monitoring and development of more quality options for students and families. Fort Worth ISD will continue to examine school feeder patterns to improve academic program alignment from elementary school through middle school and high school, and address overcrowding and underutilization. The proposed changes can be adjusted as needed based on enrollment trends, academic programs and facility needs. Having the flexibility to monitor impact and make changes over time will ensure that we are able to secure the best outcomes for students.

	Pyramids	Timeline	Change	Grade Levels
1	Amon Carter-Riverside Diamond Hill-Jarvis	Fall 2020	Boundary - Brae rezone Meacham MS/Diamond Hill HS section to Riverside MS/Carter-Riverside HS	6 - 12
2	Benbrook Western Hills	Fall 2020	Boundary - Waverly Park and Merrett rezone Benbrook MS/HS section to Leonard MS/Western Hills HS (north of I-20)	6 - 12
3	Dunbar Eastern Hills Polytechnic	Fall 2020	Boundary - Sagamore Hill rezone Polytechnic HS section to D McRae Boundary - Sagamore Hill rezone back to Eastern Hills HS	Pre-K - 5 9 - 12
4	Dunbar Eastern Hills	Fall 2020	Boundary - W Handley rezone split section back to Eastern Hills HS	9 - 12
5	Paschal	Fall 2020	Boundary - Overton Park New Facility Opening	Pre-K - 5
6	Paschal Polytechnic	Fall 2020	Boundary - Van Zandt-Guinn rezone section on west side of I-35 to De Zavala ES/Daggett MS/Paschal HS	Pre-K - 12
7	O.D. Wyatt Polytechnic	Fall 2020	Boundary - Briscoe rezone to Morningside MS/Polytechnic HS	6 - 12
8	O.D. Wyatt Polytechnic	Fall 2020	Boundary - Mitchell Blvd rezone to Morningside MS/Polytechnic HS	6 - 12
9	Dunbar O.D. Wyatt	Fall 2020	Boundary - Green rezone Dunbar section to Sunrise-McMillian	Pre-K - 5
10	Eastern Hills	Fall 2021	Boundary - Sagamore Hill rezone to Meadowbrook MS	6 - 8
11	Eastern Hills	Fall 2021	Boundary - W Handley rezone to Meadowbrook MS	6 - 8
12	Diamond Hill North Side	Fall 2021	Boundary - Helbing rezone all to Meacham MS	6 - 8
13	Diamond Hill North Side	Fall 2021	Boundary - Kirkpatrick ES/MS rezone Diamond Hill HS section to North Side HS	9 - 12
14	Diamond Hill North Side	Fall 2021	Boundary - Washington Hts rezone to North Side HS	9 - 12
15	Eastern Hills	Fall 2021	Boundary - McDonald rezone to McClung MS	6 - 8
16	Eastern Hills	Fall 2021	Boundary - JT White rezone to Meadowbrook MS	6 - 8
17	Eastern Hills	Fall 2021	Boundary - Elliott rezone to McClung MS	6 - 8
18	Eastern Hills	Fall 2021	Boundary - Lowery Rd rezone to McClung MS	6 - 8
19	North Side	Fall 2021	Boundary - Huerta rezone Elder MS section to Kirkpatrick MS	6 - 8
20	O.D. Wyatt South Hills	Fall 2021	Boundary - Greenbriar rezone O.D. Wyatt HS section to Beal	Pre-K - 5
21	Paschal South Hills	Fall 2021	Boundary - Clarke rezone to McLean MS	6 - 8
22	Paschal South Hills	Fall 2021	Boundary - Contreras rezone Rosemont MS section to McLean MS	6 - 8
23	Paschal South Hills	Fall 2021	Boundary - Worth Heights rezone section north of Biddison to Clarke	Pre-K - 5
24	North Side	Fall 2021	Reconfiguration - Jara and Mendoza add Pre-K - K Boundary - Jara and Mendoza rezone to balance enrollment	Pre-K - 5

25	O.D. Wyatt South Hills	Fall 2022	Boundary - Worth Heights rezone O.D. Wyatt portion to Morningside ES/MS	Pre-K - 8
26	Dunbar Polytechnic	Fall 2022	Boundary - SS Dillow rezone to Jacquet MS/Dunbar HS (PENDING)	6 - 12
27	O.D. Wyatt South Hills	Fall 2023	Boundary - Carter Park rezone to Forest Oak MS	6 - 8
28	South Hills Southwest	Fall 2023	Boundary - Greenbriar rezone South Hills section west of I-35 to Rosemont MS	6 - 8
29	Paschal South Hills	Fall 2023	Boundary - Daggett ES rezone Rosemont MS section to Daggett MS	6 - 8
30	South Hills Southwest	Fall 2023	Boundary - Seminary Hills rezone Wedgwood MS section to Rosemont MS	6 - 8
31	South Hills Southwest	Fall 2023	Boundary - South Hills ES rezone to Rosemont MS/South Hills HS	6 - 12
32	South Hills Southwest	Fall 2023	Boundary - Westcreek rezone to Wedgwood MS/Southwest HS	6 - 12
33	South Hills	Fall 2023	Boundary - Seminary, Worth Heights, Wilson, Hubbard rezone to absorb Rosemont ES students Relocation - Rosemont 6th Grade to Rosemont ES building	Pre-K - 6

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement

ALTERNATIVES:

- 1. Approve Pyramid Re-alignment and Subsequent Boundary and Attendance Zone Changes
- 2. Decline to Approve Pyramid Re-alignment and Subsequent Boundary and Attendance Zone Changes
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Pyramid Re-alignment and Subsequent Boundary and Attendance Zone Changes

FUNDING SOURCE

Additional Details

No Cost

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Comprehensive high schools and their feeder patterns
Policy and Planning
Academics
District Operations
Elementary School Leadership
Secondary School Leadership

RATIONALE:

The pyramid re-alignment and subsequent boundary and attendance zone changes will improve student achievement, improve operational effectiveness and efficiency and enhance family and community engagement.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore
Art Cavazos

**ACTION AGENDA ITEM
BOARD MEETING
February 25, 2020**

TOPIC: APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE 27+/- ACRE PARCEL IN THE JOHN BURSEY SURVEY, ABSTRACT NO. 128 AND THE HEIRS OF HAYS COVINGTON SURVEY, ABSTRACT NO. 256, FORT WORTH, TARRANT COUNTY, TEXAS

BACKGROUND:

Fort Worth ISD has determined that a public necessity exists to purchase a 27 +/- acre parcel in the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas, also known as 3601 Longvue Ave. Fort Worth, Texas for school related facilities. This property is located at the corner of Chapin Road and Longvue Avenue. After negotiations, the property owner, Andrews 440 Ranch, LP, has agreed to sell the 27 +/- acre parcel for total consideration of \$2,950,000. This value is within the range of sales data provided by an appraiser engaged by Fort Worth ISD. A final offer will be made to purchase the property for \$2,950,000 plus closing costs. Closing is proposed to occur not later than June 1, 2020.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board Resolution and Contract of Sale to Purchase 27 +/- acre parcel in the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas
2. Decline to Approve Board Resolution and Contract of Sale to Purchase 27 +/- acre parcel in the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Board Resolution and Contract of Sale to Purchase 27 +/- acre parcel in the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas.

FUNDING SOURCE

CIP 2017

Additional Detail

671-81-6619-B46-918-99-000-000000

COST:

\$2,950,000 plus closing costs

VENDOR:

Not applicable

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations
Capital Improvement Program

RATIONALE:

The acquisition of this property is necessary in planning for and accommodating future growth expected in Fort Worth.

INFORMATION SOURCE:

Art Cavazos

RESOLUTION TO APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE 27 +/- ACRE PARCEL IN THE JOHN BURSEY SURVEY, ABSTRACT NO. 128 AND THE HEIRS OF HAYS COVINGTON SURVEY, ABSTRACT NO. 256, FORT WORTH, TARRANT COUNTY, TEXAS

**BOARD OF EDUCATION
BOARD MEETING: February 25, 2020
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 25th day of February, 2020, the Board of Education (BOE) for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

WHEREAS, the District has determined that a public necessity exists for, that the public welfare and convenience will be served by, and that public necessity require the purchase and acquisition of the fee simple title of 27 +/- acres out of the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas, also known as 3601 Longvue Ave. Fort Worth, Texas (Property), owned by Andrews 440 Ranch, LP (Seller), for school related facilities; and

WHEREAS, Seller has agreed to sell the Property to the District for a total price of \$2,950,000.00 plus closing costs; and

WHEREAS, the District engaged a certified real estate appraiser who has appraised the Property at a market value within the range of the purchase price agreed to by the Seller; and

WHEREAS, the District hereby authorizes and directs Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

The Fort Worth Independent School District Board of Education hereby authorizes the purchase the fee simple title of 27 +/- acres out of the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas, also known as 3601 Longvue Ave. Fort Worth, Texas (Property), owned by Andrews 440 Ranch, LP (Seller), for school related facilities and authorizes Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

The above Resolution and Order being read, a motion was made by _____, seconded by _____ that this Resolution above and foregoing be passed, approved, and adopted.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____

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

ATTEST:

Quinton Phillips, Secretary,
Fort Worth Independent School District
Board of Education