

*Board of Education
Regular Meeting
December 10, 2019*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on December 10, 2019 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** - Washington Heights Elementary School
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Fort Worth Sister Cities International
 - C. FWISD Science News
 - D. Parent Recognition - Bonnie Brae Elementary
 - E. JP Elder Middle School Football
 - F. North Side High School Football
 - G. PTA Member Recognition
 - H. Panther Island ICE Team
4. **REPORTS/PRESENTATIONS**
 - A. 2017 Capital Improvement Program Report
5. **PUBLIC COMMENT**
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	
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2. Approve Purchase of Fleet Vehicles	25
3. Approve Purchase of Servers, Licenses and Support to Provide an Upgrade and Backup for the Munis System	38
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E. Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at Como ES for SY 2019-2020	61
F. Approve Interlocal Agreement Between City of Fort Worth and FWISD for Afterschool Services in SY 2019-2020	71
G. Approve Data Sharing Agreement (For Educational Research Purposes) Between the Fort Worth Independent School District and the Cicero Group, an External Evaluator	115
H. Ratify Authorizations to Award Data Sharing Agreement and Process	127
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J. Approve Ratification of the Memorandum of Understanding (MOU) Between Fort Worth ISD and Tarrant County College District - Trinity River Campus	143
K. Approve Ratification of the MOU Between Tarrant County College District and Fort Worth ISD for Adult Education Courses to be Held at Oakhurst and Eastern Hills Elementary Schools as a Part of Their New Family Centric Initiative	149
L. Ratify Memorandum of Understanding Between Fort Worth ISD and the City of Benbrook for School Security Services for the 2019-2020 School Year	156
M. Approve 2020 Internal Audit Plan	166
N. Approve Resolution to Allow the Sale of Real Property Previously Struck-Off for Taxes	171
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- EE. Approve the Purchase of Field Equipment for Benbrook Middle/High School Baseball/Softball Athletic Addition/Renovation in Conjunction with the 2017 Capital Improvement Program 226
- FF. Approve the Minutes of the September 9, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program 234
- GG. Approve the Minutes from the November 7, 2019 Board Policy Committee Meeting 241

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. Fort Worth Independent School District v. Georgia Clark, TEA Docket No. 127-LH-07-2019
- 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. Executive Director - Network Services
- 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. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Official Ballot for Election of Members of the Tarrant Appraisal District 245

- E. Approve 2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School 248
- F. Approve Board Resolution and Offer to Owner of 5062 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use 254
- G. Approve Ratification of a Memorandum of Understanding Between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District (FWISD) 258
- H. Consideration and possible action regarding Fort Worth Independent School District v. Georgia Clark, TEA Docket No. 127-LH-07-2019
- I. Consider the Level IV (DCD) Grievance of Rufus Anderson (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 Deliberations (in closed session)
 - 5. Render Decision, if any, on the Level IV (DCD) Grievance (in open session)

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

16. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

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 November 12, 2019.

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 November 7, 2019, 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 November 7, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING NOVEMBER 12, 2019

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 November 7, 2019 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 November 7, 2019,

/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
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
Elsie Schiro, Chief of Business & Finance

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

2. PLEDGES - De Zavala Elementary School

Principal Marlette Martinez introduced students leading in the pledges and recognized parents and staff members present.

3. RECOGNITIONS

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

Student greeters were from the Army JROTC unit at Polytechnic High School.

B. Academic Recognitions

Clint Bond announced student National Merit Semifinalists.

C. Parent Engagement Recognition - Broadway Baptist Church

The volunteers of Broadway Baptist and Kids Hope U.S.A. were presented with a Certificate of Appreciation for family engagement.

D. Honoring Charity DeKryger

Ms. DeKryger, teaching assistant at Greenbriar Elementary, was recognized for her heroic efforts in assisting a grandparent by administering CPR during a medical emergency.

E. Reading with Barbers Partnership

Recognized for receiving the 2019 Governor's Volunteer Award for Partners in Education.

F. National American Indian Heritage Month

Individuals of Native Heritage, who were present, were asked to stand in recognition.

4. REPORTS/PRESENTATIONS

A. Comprehensive Annual Financial Report for the Period Ended June 30, 2019

Elsie Schiro and David Johnson gave this report.

5. LONE STAR GOVERNANCE

A. Goal 3: College and Career Readiness

Dr. Scribner and his team walked the Board through this presentation.

6. PUBLIC COMMENT

Speakers:

Laurie Owens

7. CANVASS VOTE OF NOVEMBER 5, 2019 TRUSTEE SPECIAL ELECTION FOR DISTRICT 4

The Board reviewed the election returns for the November 5th election.

8. APPROVE CANVASS CERTIFICATION OF NOVEMBER 5, 2019 SPECIAL TRUSTEE ELECTION FOR DISTRICT 4

Motion was made by Anael Luebanos, seconded by CJ Evans, to approve CANVASS CERTIFICATION OF NOVEMBER 5, 2019 SPECIAL TRUSTEE ELECTION FOR DISTRICT 4.

The motion was unanimously approved.

The Board certified the following results:

Johnny Cook Muhammad Received 454 votes,

Daphne Brookins received 1121 votes and

Terry D. T. Miles received 265 votes.

9. APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF NOVEMBER 5, 2019 SPECIAL TRUSTEE ELECTION FOR DISTRICT 4

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve RESOLUTION AND ORDER DECLARING RESULTS OF NOVEMBER 5, 2019 SPECIAL TRUSTEE ELECTION FOR DISTRICT 4.

The motion was unanimously approved.

10. SWEARING IN AND OATH OF OFFICE FOR TRUSTEE, SINGLE MEMBER DISTRICT 4

Mrs. Daphne Brookins was presented with her Certificate of Election and Statement of Officer. After reading aloud the statement and signing, Dr. Amanda Coleman administered the Oath of Office.

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

The meeting was recessed at 6:57 p.m. and reconvened at 7:06 p.m.

12. DISCUSSION OF AGENDA ITEMS

13. 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. October 8, 2019 - Regular Meeting
2. October 22, 2019 - Regular Meeting

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

1. Ratification of Contract for Board Services Software and Subscription
2. Approve the AVID College Readiness System Services and Products Agreement Between Fort Worth Independent School District and the AVID Center for the 2019-20 Academic School Year
3. Approve Renewal of the Online Registration System
4. Approve Purchase of Security Enterprise Software
5. Approve Purchase of Student Laptops and Services for I.M. Terrell Academy for STEM & VPA

C. Approve the 2019-2020 Targeted Improvement Plans (TIP)

D. Ratification of the Letters of Agreement Between Fort Worth ISD and Tarrant County College District - South Campus

E. Ratification of the MOU Between WestEd and Fort Worth ISD to Provide Academic Parent-Teacher Teams (APTT) Training and Services at Oakhurst and Eastern Hills Elementary

F. Ratification of the Services Agreement Between the University of Texas at Austin (Engineer Your World) and Fort Worth ISD (I.M. Terrell)

G. Approve the Quarterly Investment Report for the Period: July 1, 2019 - September

30, 2019

- H. Approval of Budget Amendment for the Period Ended October 31, 2019
- I. Approve the Minutes of the August 30, 2019 Facility Master Plan Committee Meeting
- J. Approve Change Order for Job No. 071-001 Benbrook Middle/High School Baseball/Softball Addition/Renovation (CSP 19-032) in Conjunction with the 2017 Capital Improvement Program
- K. Approve Change Order for Job No. 005-001 Dunbar High School Athletic Addition/Renovation (CSP 19-042) in Conjunction with the 2017 Capital Improvement Program
- L. Approve Additional Spending Authority for Surveying Services in Conjunction with the 2017 Capital Improvement Program

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

The meeting was recessed at 7:14 p.m.

15. 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)

16. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 9:07 p.m.

17. ACCEPT CONSENT AGENDA

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

The motion was unanimously approved.

18. ACTION ITEMS

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

19. ACTION AGENDA ITEMS

No action was taken on items A., B. or C.

- A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approval of Comprehensive Annual Financial Report for the Year Ended June 30, 2019

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Comprehensive Annual Financial Report for the Year Ended June 30, 2019.

The motion was unanimously approved.

- E. Approve Board Resolution and Offer to Owner of 5070 and 5074 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve Board Resolution and Offer to Owner of 5070 and 5074 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use.

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

This grievance was not held.

- 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 Deliberations (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)

G. Consider the Level III Grievance of Lakeysha Specks (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 Deliberations (in closed session)
5. Render Decision, if any, on the Level III Grievance (in open session)

Motion was made by Norman Robbins, seconded by CJ Evans, to approve to Uphold the Level II Decision Issued by Administration, Regarding the Grievance of Lakeysha Specks.

The motion was unanimously approved.

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

Quinton Phillips
Ashley Paz

21. ADJOURN

The meeting was adjourned at 10:03 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
December 10, 2019**

**TOPIC: APPROVE REPLACEMENT OF HVAC CHILLER AT BOTH
ROSEMONT AND STRIPLING MIDDLE SCHOOLS**

BACKGROUND:

Rosemont and Stripling Middle Schools each have one chiller in need of replacement, as they are no longer repairable. Purchasing and installing the chillers during the winter months ensures that the chiller is operational before the warmer spring temperatures occur. In addition to class comfort, new chillers will provide energy efficiency.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Replacement of HVAC Chiller at both Rosemont and Stripling Middle Schools
2. Decline to Approve Replacement of HVAC Chiller at both Rosemont and Stripling Middle Schools
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Replacement of HVAC Chiller at both Rosemont and Stripling Middle Schools

FUNDING SOURCE

Additional Details

General Fund	198-51-6299-001-057-99-501-000000	\$172,522.00
	198-51-6299-001-058-99-501-000000	\$ 72,291.00

COST:

\$244,813.00

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

Rosemont Middle School
Stripling Middle School

RATIONALE:

New energy efficient chillers will provide savings for the District and provide a more comfortable learning environment for the 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: 2762641

BuyBoard Contract #: 552-17

BuyBoard Quote #: 11-2762641

Date: October 24, 2019





Prepared For: Steve McPherson

Date:
October 24, 2019

Job Name:
FWISD Rosemont MS Chiller

Proposal Number: 2762641

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

Payment Terms:
Net 30

Proposal Expiration Date:
60 Days

Scope of Work

Equipment List

Product Data- RTAF Air-Cooled Sintesis

- 460 volt 3 phase
- 130 nominal tons
- High Efficiency
- BACnet Interface
- 10 year labor warranty
- 10 year parts warranty
- Please see submittal for all chiller information

Mechanical Installation

- Lock out/ tag out chilled water at nearest valve
- Lock out/ tag out electrical at nearest point possible.
- Disconnect and reconnect both electrical and chilled water piping as required.
- Remove and dispose of old chiller.
- Provide crane and lift plan to remove old chiller and set new chiller.
- Receive, offload, and set the new chiller.
- Reconnect chilled water piping from existing piping.
- Provide new gauges and thermometers.
- Install all new piping to match existing insulation.
- Provide and install new wye strainer.
- Startup new chiller.

Controls

- Prior to chiller replacement, LSI will disconnect and pull back all existing chiller control wiring.
- LSi will provide and install (1) new AMR router to pick up the new chiller via BACnet MS/TP interface.
- Upon new chiller installation, LSi will reconnect hardwired start/stop and land interface wires on the BACnet card.
- Includes new programs/sequences and front-end graphics.



Proposal Notes/ Clarifications

- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Permits are included
- There is a **13 WEEK BUILD TIME FOR THIS CHILLER + Ship time**
- **Existing chiller to remain property of Trane.**
- **Contingency monies will be used for any unforeseen circumstances. Owner will be made aware of items/services provided with contingency. Any unused contingency will be deducted from final billing or credited back. If an issue is found that requires more than the contingency allows Owner will be notified.**
- Work to be completed during normal working hours.
- Price excludes any water or air balancing.



Pricing and Acceptance

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

Site Address:
 FWISD Rosemont Middle School
 1501 W Seminary Drive
 Fort Worth, TX 76115

Price

Total Net Price for Chiller Replacement (Excluding Tax).....\$167,522.00
 Total Net Price for Contingency (Excluding Tax).....\$5,000.00

TOTAL NET PRICE FOR ALL WORK INCLUDED IN THIS PROPOSAL (Excluding Tax).....\$172,522.00

****PAYMENT AND PERFORMANCE BOND IS INCLUDED**

Respectfully submitted,

David Garcia
 Account Manager
 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: October 24, 2019
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:



Proposal

(Valid for 60 days from Proposal date)

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
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Prepared For: FWISD

Date: November 8, 2019

Job Name: Stripling MS Chiller Compressor Replacement

CRM: 2745247

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

Proposal Number: K9-61909-1

Trane is pleased to provide the following proposal for your review and approval.

Product Data - Air-Cooled Helical Rotary Water Chillers

Item: A1 Qty: 1 Tag(s): RTAC-1

Air cooled Series R(TM) model RTAC
Startup Included - Trane Service must start equipment for warranty to be honored
140 nominal tons
460 volt/60 hertz/3 phase
Standard efficiency configuration
C/UL listing
ASHRAE 90.1 all versions up to 2016
AHRI certified
2 pass arrangement with 0.75" insulation
Low ambient capability
Aluminum slit fins
Condenser fans with TEAO motors
Across the line starter
Single point connection main line unit power-ancillary items require other power
Terminals only
Factory installed flow switch
Refrigerant isolation valves
Coil protection
5 Year Parts and Labor Warranty on the whole unit

NOT INCLUDED:

- Controls / wiring
- Isolation / insulation / installation / rigging
- Specialties / piping
- Owner training / maintenance
- Pumps/Pump Package
- Glycol/feeder
- Buffer tank
- Integration assistance (available as an add upon request)
- Any other items not listed in unit detail

Total Net Price (Excluding Sales Tax)\$ 72,291.00

Pricing noted in this Trane proposal is only good for only 60 days from date of proposal and is subject to review thereafter. It should also be noted that pricing noted in this proposal is based on an equipment release to fabrication (after our receipt of approved submittals) with a shipping date not to extend beyond the end of 1st Quarter 2020.

Your Trane representative will be happy to provide you with a formal ADP quotation so you can lock in your savings.

Sincerely,

David Garcia - Account Manager
4200 N. Sylvania Avenue
Fort Worth, TX 76137-6603
Phone: (817) 838-1300

This proposal is subject to your acceptance of the attached Trane terms and conditions.



Vendor Contract Information

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Searches:

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Search:

trane

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Refine Your Search:

Vendors

None Selected

Price Range

Show all prices

Category

None Selected

Contract

None selected

Vendor Name: Trane
Address: 4200 N. Sylvania Ave
 Fort Worth, TX 76137
Phone Number: (469) 758-3287
Email: jeremy.hunt@trane.com
Website: <http://www.trane.com>
Federal ID: 25-0900465

Contact: Jeremy Hunt

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: No

No Excluded Foreign Terrorist Orgs: No

Contract Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment

Contract#: 552-17

Effective Date: 12/01/2017

Expiration Date: 11/30/2020

Payment Terms: Net 30 days

Delivery Days: 25

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20

States Served: Texas

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document and can be found in the Vendor Proposal File in page.

Quote Reference Number: 552-17

Return Policy: Contact local sales office or where purchase was made

Additional Dealers: See Additional Dealers/Distributors for dealer list.

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Additional Dealers/Distributors: [Click to view Vendor Additional Dealers/Distributors Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE PURCHASE OF FLEET VEHICLES

BACKGROUND:

Approval to replace some existing fleet inventory from model years 1998 to 2007 is needed. The vehicles are too costly to continue to repair and purchasing new vehicles will provide a more gas efficient model.

The vehicles that are being replaced currently provide support to the electric, general maintenance, security, HVAC, landscape, paint, environmental, network infrastructure, JROTC, and the adult education departments. The purchase will include 13 cargo vans, five (5) trucks, and seven (7) cars. Funds used for this purchase will be through remaining 2013 Capital Improvement Program funds and the Tax Ratification Election (TRE) funds awarded for the 2019-2020 school year.

STRATEGIC GOAL:

Goal 2: Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fleet Vehicles
2. Decline to Approve Purchase of Fleet Vehicles
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Fleet Vehicles

FUNDING SOURCE

Additional Details

TRE	198-51-6631-001-999-99-437-00000	\$481,696
CIP 2013	683-51-6631-001-999-99-000-00000	\$ 72,379

COST:

\$554,075

VENDOR:

Caldwell Country

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 521-16. 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

District

RATIONALE:

The approval of this purchase will help support the District’s need for vehicle replacement.

INFORMATION SOURCE:

Art Cavazos

CONTRACT PRICING WORKSHEET

End User: FORT WORTH ISD		Contractor: CALDWELL COUNTRY			
Contact Name: TOM ECHOLS		CALDWELL COUNTRY			
Email: TOM.ECHOLS@FWISD.ORG		Prepared By: Chris Collins			
Phone #: 817-740-5562/5563		Email: chris@caldwellcountry.com			
Fax #: 817-740-5571		Phone #: 979-567-6129			
Location City & State: FORT WORTH		Fax #: 979-567-0853			
Date Prepared: OCTOBER 2, 2019		Address: P. O. Box 27, Caldwell, TX 77836			
Contract Number: BUY BOARD #521-16		Tax ID # 14-1856872			
Product Description: 2020 CHEVROLET MALIBU (1ZC69) 4DR SDN LS W/1FL					
A Base Price & Options:			\$16,975		
B Published Options					
Code	Description	Cost	Code	Description	Cost
	2020 CHEVROLET MALIBU (1ZC69) 4DR SDN LS W/1FL, ENGINE, 1.5L TURBO DOHC 4-CYLINDER DI WITH VARIABLE VALVE TIMING, TRANSMISSION, CONTINUOUSLY VARIABLE, AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 8" DIAGONAL COLOR TOUCHSCREEN, AM/FM STEREO. ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING FOR 2 ACTIVE DEVICES, VOICE COMMAND PASS-THROUGH TO PHONE, APPLE CARPLAY AND ANDROID AUTO CAPABLE, ENGINE CONTROL, STOP-START SYSTEM, WHEELS, 16" (40.6 CM) ALUMINUM, POWER WINDOWS, POWER LOCKS, KEYLESS START, KEYLESS ENTRY, CRUISE CONTROL, REAR VISION CAMERA	INCL			
	GM POWERTRAIN WARRANTY 5YR/100,000 MILES @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B						INCL
C Unpublished Options						
Code	Description	Cost	Code	Description	Cost	
Subtotal C						
D Other Price Adjustments (Installation, Delivery, Etc..)						
Subtotal D						INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)						\$16,975
Quantity Ordered						7
X						
Subtotal E						\$118,825
F Non-Equipment Charges (Trade-In, Warranty, Etc..)						
BUYBOARD FEE PER P.O. INCLUDED ON QUOTE #CC00155						N/I
G. Color of Vehicle: WHITE						
H. Total Purchase Price (E+F)						\$118,825
Estimated Delivery Date:					90-120 DAYS APPX	

CONTRACT PRICING WORKSHEET

End User: FORT WORTH ISD	Contractor: CALDWELL COUNTRY
Contact Name: TOM ECHOLS	CALDWELL COUNTRY
Email: TOM.ECHOLS@FWISD.ORG	Prepared By: Chris Collins
Phone #: 817-740-5562/5563	Email: chris@caldwellcountry.com
Fax #: 817-740-5571	Phone #: 979-567-6129
Location City & State: FORT WORTH	Fax #: 979-567-0853
Date Prepared: OCTOBER 3, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET SILVERADO 2500HD (CC20903) 2WD REG CAB 142" WORK TRUCK	

A Base Price & Options:	\$25,375
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B Published Options

Code	Description	Cost	Code	Description	Cost
	2020 CHEVROLET SILVERADO 2500HD (CC20903) 2WD REG CAB 142" WORK TRUCK, ENGINE, 6.6L V8, TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, GVWR, 9,900 LBS., REAR AXLE, 3.73 RATIO, JET BLACK, VINYL SEAT TRIM, TRAILERING PACKAGE INCLUDES TRAILER HITCH, 7-PIN CONNECTOR AND (CTT) HITCH GUIDANCE, DIFFERENTIAL, HEAVY-DUTY LOCKING REAR, BLUETOOTH FOR PHONE CONNECTIVITY TO VEHICLE INFOTAINMENT SYSTEM, FLOOR COVERING, RUBBERIZED-VINYL, REAR VISION CAMERA	INCL			
	GM POWERTRAIN WARRANTY 5YR/100,000 MILES @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$25,375
X	Quantity Ordered				5
Subtotal E					\$126,875
F Non-Equipment Charges (Trade-In, Warranty, Etc.)					
BUYBOARD FEE PER P.O. INCLUDED ON QUOTE # CC00155					
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$126,875
Estimated Delivery Date:				90-120 DAYS APPX	

QUOTE#CC00171- QUOTE #6 SHOP
 GB#081534 GENERAL SERVICES

CONTRACT PRICING WORKSHEET

End User: FORT WORTH ISD	Contractor: CALDWELL COUNTRY
Contact Name: TOM ECHOLS	CALDWELL COUNTRY
Email: TOM.ECHOLS@FWISD.ORG	Prepared By: Chris Collins
Phone #: 817-740-5562/5563	Email: chris@caldwellcountry.com
Fax #: 817-740-5571	Phone #: 979-567-6129
Location City & State: FORT WORTH	Fax #: 979-567-0853
Date Prepared: OCTOBER 3, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET EXPRESS CARGO VAN (CG23405) RWD 2500 135"	

A Base Price & Options:	\$24,725
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B Published Options

Code	Description	Cost	Code	Description	Cost
	2020 CHEVROLET EXPRESS CARGO VAN (CG23405) RWD 2500 135", ENGINE, 4.3L V6, TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, MEDIUM PEWTER, VINYL SEAT TRIM, SEATS, FRONT BUCKET WITH VINYL TRIM, DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT, REAR AXLE, 3.42 RATIO, GVWR, 8600 LBS, FLOOR COVERING, FULL-LENGTH BLACK RUBBERIZED-VINYL, DOOR LOCKS, POWER WITH LOCK-OUT PROTECTION, WINDOWS, POWER, REAR VISION CAMERA DISPLAY INTEGRATED INTO REARVIEW MIRROR, ADRIAN STEEL GENERAL SERVICES PACKAGE, 4317G WITH STEEL BULKHEAD INSTALLED, GB081534-00	INCL			
	GM POWERTRAIN WARRANTY 5YR/100,000 MILES @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B						INCL
C Unpublished Options						
Code	Description	Cost	Code	Description	Cost	
Subtotal C						
D Other Price Adjustments (Installation, Delivery, Etc..)						
Subtotal D						INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)						\$24,725
Quantity Ordered						5
x						
Subtotal E						123,625.00
F Non-Equipment Charges (Trade-In, Warranty, Etc..)						
BUYBOARD FEE PER P.O. INCLUDED ON QUOTE # CC00155						
G. Color of Vehicle: WHITE						
H. Total Purchase Price (E+F)						\$123,625.00
						0
				Estimated Delivery Date:	90-120 DAYS APPX	

QUOTE#CC00172- QUOTE #9

GB#081535-00 HVAC SERVICES

CONTRACT PRICING WORKSHEET

End User: FORT WORTH ISD	Contractor: CALDWELL COUNTRY
Contact Name: TOM ECHOLS	CALDWELL COUNTRY
Email: TOM.ECHOLS@FWISD.ORG	Prepared By: Chris Collins
Phone #: 817-740-5562/5563	Email: chris@caldwellcountry.com
Fax #: 817-740-5571	Phone #: 979-567-6129
Location City & State: FORT WORTH	Fax #: 979-567-0853
Date Prepared: OCTOBER 3, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET EXPRESS CARGO VAN (CG23405) RWD 2500 135"	

A Base Price & Options:	\$26,025
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B Published Options

Code	Description	Cost	Code	Description	Cost
	2020 CHEVROLET EXPRESS CARGO VAN (CG23405) RWD 2500 135", ENGINE, 4.3L V6, TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, MEDIUM PEWTER, VINYL SEAT TRIM, SEATS, FRONT BUCKET WITH VINYL TRIM, DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT, REAR AXLE, 3.42 RATIO, GVWR, 8600 LBS, FLOOR COVERING, FULL-LENGTH BLACK RUBBERIZED-VINYL, DOOR LOCKS, POWER WITH LOCK-OUT PROTECTION, WINDOWS, POWER, REAR VISION CAMERA DISPLAY INTEGRATED INTO REARVIEW MIRROR, ADRIAN STEEL HVAC SERVICES PACKAGE, 4318G WITH STEEL BULKHEAD INSTALLED AND FREON CYLINDER RACK, GB081535-00	INCL			
	GM POWERTRAIN WARRANTY 5YR/100,000 MILES @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B						INCL
C Unpublished Options						
Code	Description	Cost	Code	Description	Cost	
Subtotal C						
D Other Price Adjustments (Installation, Delivery, Etc..)						
Subtotal D						INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)						\$26,025
Quantity Ordered						3
X						
Subtotal E						\$78,075
F Non-Equipment Charges (Trade-In, Warranty, Etc..)						
BUYBOARD FEE PER P.O. INCLUDED ON QUOTE # CC00155						
G. Color of Vehicle: WHITE						
H. Total Purchase Price (E+F)						\$78,075
Estimated Delivery Date:					90-120 DAYS APPX	

QUOTE#CC00165- QUOTE #13

CONTRACT PRICING WORKSHEET

End User: FORT WORTH ISD	Contractor: CALDWELL COUNTRY
Contact Name: TOM ECHOLS	CALDWELL COUNTRY
Email: TOM.ECHOLS@FWISD.ORG	Prepared By: Chris Collins
Phone #: 817-740-5562/5563	Email: chris@caldwellcountry.com
Fax #: 817-740-5571	Phone #: 979-567-6129
Location City & State: FORT WORTH	Fax #: 979-567-0853
Date Prepared: OCTOBER 3, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET EXPRESS CARGO VAN (CG23405) RWD 2500 135"	

A Base Price & Options:	\$21,335
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B Published Options

Code	Description	Cost	Code	Description	Cost
	2020 CHEVROLET EXPRESS CARGO VAN (CG23405) RWD 2500 135", ENGINE, 4.3L V6, TRANSMISSION, 8-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, MEDIUM PEWTER, VINYL SEAT TRIM, SEATS, FRONT BUCKET WITH VINYL TRIM, DOOR, SWING-OUT PASSENGER-SIDE, 60/40 SPLIT, REAR AXLE, 3.42 RATIO, GVWR, 8600 LBS, FLOOR COVERING, FULL-LENGTH BLACK RUBBERIZED-VINYL, DOOR LOCKS, POWER WITH LOCK-OUT PROTECTION, WINDOWS, POWER, REAR VISION CAMERA DISPLAY INTEGRATED INTO REARVIEW MIRROR	INCL			
	GM POWERTRAIN WARRANTY 5YR/100,000 MILES @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B

INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$21,335
	Quantity Ordered				5
X					
Subtotal E					106,675
F Non-Equipment Charges (Trade-In, Warranty, Etc.)					
BUYBOARD FEE PER P.O. INCLUDED ON QUOTE # CC00155					
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$106,675
				Estimated Delivery Date:	90-120 DAYS APPX



Vendor Contract Information

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Vendors

Caldwell Country Chevrolet[X]

Price Range

Show all prices

Category

None Selected

Contract

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor[X]

Additional Resources

Vendor Name: Caldwell Country Chevrolet
Address: PO Box 27
 Caldwell, TX 77836
Phone Number: (979) 587-6116
Email: aknapp@caldwellcountry.com
Website: <http://www.caldwellcountry.com>
Federal ID: 14-1856872
Contact: Averyt Knapp

Accepts RFQs: Yes
Minority Owned: No
Women Owned: No

Service-Disabled Veteran Owned: No
EDGAR Forms Received: Yes
No Israel Boycott Certificate: No
No Excluded Foreign Terrorist Orgs: No

Contract Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract#: 521-16
Effective Date: 12/01/2016
Expiration Date: 11/30/2019
Service Fee: Vehicles purchase orders are subject to a \$400 service fee
Payment Terms: Net 30 days
Delivery Days: 120
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: All States

Contract Exceptions: The term "program vehicle" refers to a factory owned vehicle that has been used for display and test drive purposes throughout the year the vehicle was released and is not intended for sale as a new vehicle. Program vehicles do not maintain the Manufacturers Certificate of Origin and are not considered new vehicles. Program vehicles also include vehicles purchased from private parties and are usually one year-old lease returns with low mileage (maximum of 25,000 miles).

Additional Info: NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for those fees explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State manufacturer destination fees, etc.) charged for any purchase from this contract shall be included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) should not appear on the awarded dealer's quote for a vehicle offered for purchase under this contract. The Cooperative service fee is not a vehicle fee and is not included in the awarded pricing. The above information has been communicated to Coop EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page. Vendor Certification form regarding Texas HB 89 and Texas SB 252 can be found in the "Vendor Proposal Files Documents" link below.

Quote Reference Number: 521-16
Return Policy: Negotiable

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 10, 2019**

TOPIC: APPROVE PURCHASE OF SERVERS, LICENSES AND SUPPORT TO PROVIDE AN UPGRADE AND BACKUP FOR THE MUNIS SYSTEM

BACKGROUND:

The purchase of servers, licenses and support is needed to allow the expansion of MUNIS, the District's Enterprise Resource Planning (ERP) system that manages financials, procurement, human resources, payroll and revenues. The additional servers will provide data storage space and task processing capacity to ensure continued provisions for data backup, and the hardware requirements to upgrade the ERP system software. The necessary licenses and support are also included in this purchase.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Servers, Licenses and Support to Provide an Upgrade and Backup for the MUNIS System
2. Decline to Approve Purchase of Servers, Licenses and Support to Provide an Upgrade and Backup for the MUNIS System
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Servers, Licenses and Support to Provide an Upgrade and Backup for the MUNIS System

FUNDING SOURCE

Additional Details

TRE

198-53-6399-802-999-99-423-000000

COST:

\$156,792.00

VENDOR:

Sequel Data Systems, Inc.

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 Department of Information Resources Contract Numbers TSO-DIR-3926 & 4160. 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

District-wide

RATIONALE:

This purchase will provide the District with adequate storage capacity and higher processing capacity for the MUNIS ERP system.

INFORMATION SOURCE:

Art Cavazos



11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 102769

Sequel Data Systems Incorporated

Sales Quote

Today's Date: 11/08/2019

Customer:

Mcdeny Mojica
FWISD
Mcdeny.Mojica@fwisd.org
817-814-3038

Account Manager:

David Dunaway
Sequel Data Systems
david.dunaway@sequeldata.com
Office: 512-918-8841
Cell: 817-939-7406

Item	Part #	Qty.	Description	Unit Price	Ext. Price
HPE Servers and Veeam - DIR-TSO-4160					
1	P09524-B21	6	HPE BL460c Gen10 v6 CTO Blade	\$ 1,391.00	\$ 8,346.00
2	P06811-L21	6	HPE BL460c Gen10 Xeon-G 5215 FIO Kit	\$ 1,115.00	\$ 6,690.00
3	P06811-B21	6	HPE BL460c Gen10 Xeon-G 5215 Kit	\$ 947.00	\$ 5,682.00
4	P00924-B21	96	HPE 32GB 2Rx4 PC4-2933Y-R Smart Kit	\$ 525.00	\$ 50,400.00
5	700763-B21	6	HPE FlexFabric 20Gb 2P 850FLB Adplr	\$ 607.00	\$ 3,642.00
6	726116-B21	6	HPE 8GB microSD Flash Memory Card	\$ 38.00	\$ 228.00
7	H1K92A3	1	HPE 3Y Proactive Care 24x7 Service	\$ -	\$ -
8	H1K92A3 W4C	6	HPE BL460c Gen10 Support	\$ 1,262.00	\$ 7,572.00
9	R0E78AAE	12	Veeam Pub BUR Ent+ 1yr 8x5 E-LTU	\$ 1,435.00	\$ 17,220.00
10	R0E79AAE	12	Veeam BUR Ent+ Add 2yr 8x5 Support	\$ 708.00	\$ 8,496.00
VMware Licenses - DIR-TSO-3926					
11	VS6-EPL-A-2	12	Academic VMware vSphere 6 Enterprise Plus for 1 processor	\$ 1,795.00	\$ 21,540.00
12	VS6-EPL-3P-SSS-A-2	12	Academic Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 3 year	\$ 2,248.00	\$ 26,976.00
Total					\$156,792.00

Phone: 512-918-8841

Prices Good until 12/27/2019

Fax: 512-519-7868

Texas Department of Information Resources

[Contact DIR](#)

[Home](#) / [All Contracts & Services](#) / [Contract Detail](#)

Hewlett Packard Enterprise Company

Vendor ID	1473298624600	DIR Contract Number	DIR-TSO-4160
URL	Vendor Website	Contract Term End Date	10/2/2020
HUB Type	Non HUB	Contract Exp Date	10/2/2024
E-Rate Qualified			

Contact Hewlett Packard Enterprise Company		Contact DIR	
Contact	Stacey Pierce	Contact	Stephanie Harrison
Phone	(512) 319-1012	Phone	(512) 463-3290
Fax	810-373-363	Fax	(512) 475-4759

How To Order

1. For product and pricing information, visit the [Hewlett Packard Enterprise Company](#) website or contact Micha.Tejada@hpe.com at (512) 466-4685. Reseller Vendors are also available through this contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order made payable to Hewlett Packard Enterprise Company or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-TSO-4160** on your purchase order.
3. E-mail or fax your purchase order and quote form to your designated vendor or reseller sales representative

Contract Overview

Hewlett-Packard Enterprise Company offers servers, storage, networking, support and other technology products and services through this contract. Available brands include: HPE, Nimble, Micro Focus, Cray, DataDirect and many other third-party products. See Available Brands on this contract web page. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

Contract Documents

- [DIR-TSO-4160 Contract PDF \(297.53KB\)](#)
- [DIR-TSO-4160 Appendix A Standard Terms and Conditions PDF \(418.76KB\)](#)
- [DIR-TSO-4160 Amendment I PDF \(122.61KB\)](#)
- [DIR-TSO-4160 Appendix B HUB Subcontracting Plan PDF \(1.06MB\)](#)
- [DIR-TSO-4160 Appendix C Pricing Index PDF \(171.49KB\)](#)

[Show less](#)

Available Brands (15 total)

- Axxon
- Belkin
- Black Box Network Services
- C2G
- Cray
- DataDirect Networks
- Legrand
- Micro Focus
- Nimble
- Nokia

DIR-TSO-4160, Contract Detail

- [DIR-TSO-4160 Appendix D SW Lic and SW and HW Support Agreement PDF \(170.67KB\)](#)
- [DIR-TSO-4160 Appendix E SaaS and NonStop Products and Services Agreement PDF \(198.73KB\)](#)
- [DIR-TSO-4160 Appendix F Master Lease Agreement \(Per Amendment 1\) PDF \(258.46KB\)](#)
- [DIR-TSO-4160 Appendix F-1 MLA Purchase Schedule \(Per Amendment 1\) PDF \(172.05KB\)](#)
- [DIR-TSO-4160 Appendix F-2 MLA Schedule EMV \(Per Amendment 1\) PDF \(129.59KB\)](#)
- [DIR-TSO-4160 RFO DIR-TSO-TMP-417 PDF \(5.5MB\)](#)

Schneider Electric
 SYNnex
 Tripp-Lite
 Veeam
 VMware

Show less

Available Products & Services (2 total)

Maintenance - Hardware
 Technical Services

Show more

Electronic and Information Resources (EIR) Accessibility

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

Commodity Codes (80 total)

204-10 - Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.
 204-13 - Cables: Printer, Disk, Network, etc.
 204-16 - Chips: Accelerator, Graphics, Math Co-Processor, Memory (RAM and ROM).

Show more

Please note that some of the documents on this page are in the PDF format. Please

[download the Adobe Reader](#) in order to view these documents.

Reseller Vendor Contacts



Vendor Name	HUB Type	Contact Name	Phone/Fax
Abacus Computers, Inc.	Asian/Male	Mohan Singh	Phone: (432) 687-5424 Fax: (432) 682-7741
Accudata Systems, Inc.	Non HUB	Teresa Grubbs	Phone: (281) 897-5018 Fax: (281) 897-5001
AT&T Corp.	Non HUB	Marcus Montemayor	Phone: (512) 421-5160 Fax: (512) 870-4388
CDW Government LLC	Non HUB	Chris Fuchs	Phone: (866) 339-4117 Fax: (312) 705-4678
Centre Technologies, Inc.	Woman Owned	Chris Pace	Phone: (281) 506-2480 Fax: (888) 649-1754

DIR-TSO-4160, Contract Detail

			505-5683 Fax:
Presidio Networked Solutions Group, LLC	Non HUB	Antonio Mendoza	Phone: (210) 245-3821 Fax: (469) 549-3888
Reliable IT dba The Broadleaf Group	Non HUB	Amy Barton	Phone: (210) 678-4721 Fax:
Resilient Intelligent Networks	Non HUB	Chris Barnes	Phone: (972) 571-1339 Fax: (682) 831-1255
RFIP, Inc.	Non HUB	Brandon Clark	Phone: (405) 227-0831 Fax: (405) 246-9136
Secure Data Solutions, Inc.	Non HUB	Hattie Glanders	Phone: (281) 719-5700 Fax: (832) 813-8639
Sequel Data Systems, Inc.	Non HUB	Chris Case	Phone: (512) 918-8843 Fax: (512) 918-8843
Set Solutions, Inc.	Non HUB	Teresa Cheney	Phone: (936) 689-0068 Fax: (713) 956-9678
SHI Government Solutions, Inc.	Asian/Female	Darron Gross	Phone: (800) 870-6079 Fax: (512) 732-0232
Sigma Technology Solutions, Inc.	Non HUB	John Flores	Phone: (210) 744-4460 Fax:
SMP Distribution	Non HUB	Sam Arnold	Phone: (617) 916-5995 Fax:
Soccour Solutions	Non HUB	Brooks Byerly	Phone: (972) 960-0400 Fax:
Solid Border, Inc.	Hispanic/Male	Derek del Barrio	Phone: (512) 669-5773 Fax: (800) 887-9974
Solid IT Networks, Inc.	Non HUB	Newt Newman	Phone: 940-464-0608

Texas Department of
Information Resources

DIR-TSO-3926

Submit

Contact DIR

[Home](#) / [All Contracts & Services](#) / [Contract Detail](#)

Carahsoft Technology Corporation

Vendor ID	1522189693700	DIR Contract Number	DIR-TSO-3926
URL	Vendor Website	Contract Term End Date	6/28/2021
HUB Type	Non HUB	Contract Exp Date	6/28/2022

How To Order

1. For product and pricing information, visit the [Carahsoft Technology Corporation](#) website or contact [Kai Hollenhorst](#) at (703) 230-7536
2. Generate a purchase order made payable

[Show more](#)

Contact Carahsoft Technology Corporation

Contact [Kai Hollenhorst](#)
Phone (703) 230-7536
Fax (703) 871-8505

Contact DIR

Contact [Sandy Fang](#)
Phone (512) 475-4650
Fax (512) 475-4759

Available Brands (29 total)

Acquia
Alfresco
Anaplan
Arcusys
BlackBag Technologies
Blackberry
Box Inc.
CompassCom
DataLocker
Drawloop
Druva
Emc
F5 Networks
FireEye
Gigamon
Gridless
Hytrust
ikeGPS
Liferay
nimble storage
OpenGov Inc.
Proofpoint
Qualtrics
Red Hat
RSA Software

Contract Overview

Carahsoft Technology Corporation offers emergency preparedness hardware and related services through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state.

Contract Documents

- [DIR-TSO-3926 Contract PDF \(236.39KB\)](#)
- [DIR-TSO-3926 Appendix A Standard Terms and Conditions \(per Amendment 1\) PDF \(320.97KB\)](#)
- [DIR-TSO-3926 Appendix B HUB Subcontracting Plan \(Approved on 08-16-2019\) PDF \(1.4MB\)](#)
- [DIR-TSO-3926 Appendix C Pricing Index \(per Amendment 2\) PDF \(142.58KB\)](#)
- [DIR-TSO-3926 RFO DIR-TSO-TMP-398 PDF \(5.03MB\)](#)

- [DIR-TSO-3926 Amendment 1 PDF \(106.18KB\)](#)
- [DIR-TSO-3926 Amendment 2 PDF \(117.83KB\)](#)

Electronic and Information Resources (EIR) Accessibility

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

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

Reseller Vendor Contacts



Vendor Name	HUB Type	Contact Name	Phone/Fax
5 Wards Group	Non HUB	Angela Pena-Ward	Phone: (214) 226-5205 Fax:
Accudata Systems, Inc.	Non HUB	Nafesa Sayant	Phone: (281) 897-6397 Fax: (281) 897-5001
Advanced Network Management	Non HUB	Sean MacKirdy	Phone: (720) 593-5857 Fax: (505) 888-9542
Agilet Solutions, Ltd.	Woman Owned	Terry Straton	Phone: (832) 448-3200 X-16 Fax: (832) 448-3206
Alchemy Technology Group	Non HUB	Amy Burton	Phone: (512) 968-5552 Fax: (281) 370-0499
Assurance Data, Inc.	Non HUB	Matt Morrison	Phone: (703) 963-1188 Fax: (703) 671-8171
Avid Systems, LLC	Non HUB	Caesar Otieno	Phone: (830) 428-2282 Fax: (703) 842-8354
Bluesource, Inc.	Non HUB	Mike Dougherty	Phone: (817) 845-2852 Fax:

- ServiceNow
- Splunk
- Veritas
- VMware

Show less

Available Products & Services (3 total)

- Law Enforcement
- Law Enforcement
- Technical Services

Show more

Commodity Codes (140 total)

- 035-96 - Unmanned Aerial Vehicles (UAV), Drones
- 204-10 - Cabinets and Cases: Desktop Cases, Tower Cases, Drive Cabinets, etc.
- 204-13 - Cables: Printer, Disk, Network, etc.

Show more

DIR-TSO-3926, Contract Detail

Optimus TechServices	Hispanic/Male	Sarah Snell	Phone: (512) 329-2625 Fax:
Optiv Security Inc.	Non HUB	Jeep Keyser	Phone: (480) 201-5656 Fax: (303) 298-0868
PCPC Direct. Ltd	Non HUB	Julie Baratzadeh	Phone: (713) 984-8808 Fax: (713) 984-8854
Pegasus Tech Solutions	Non HUB	Keith Chadwick	Phone: (972) 332-4144 Fax:
Petrosys Solutions, Inc. dba PSI Technology	Hispanic/Female	Irene Griffith	Phone: 713-355-2202 Fax: (713) 355-3997
Porter Burgess Company dba Flair Data Systems	Non HUB	David Austin	Phone: (214) 373-6699 Fax: (214) 373-4188
Presidio Networked Solutions Group, LLC	Non HUB	Stephanie Tadevic	Phone: (512) 795-7128 Fax: (469) 549-3888
Red River Technology LLC	Non HUB	TexasDIR	Phone: (703) 880-9792 Fax:
RFD & Associates, Inc.	Woman Owned	Kelli Javan	Phone: (512) 628-2632 Fax: (512) 347-9412
Sequel Data Systems, Inc.	Non HUB	Jonathan Clifton	Phone: (512) 918-8841 Fax: (512) 918-8843
Set Solutions, Inc.	Non HUB	Diann Rodriguez	Phone: (713) 956-6600 Fax: (713) 956-9678
SHI Government Solutions, Inc.	Asian/Female	Texas Team	Phone: (800) 870-6079 Fax: (512) 732-0232
Sigma Solutions, Inc.	Non HUB	Magda Dominguez	Phone: (210) 572-1285 Fax: (210) 348-9124

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE PURCHASE OF SHADE STRUCTURES AND PLAYGROUND EQUIPMENT FOR IDENTIFIED ELEMENTARY SCHOOLS

BACKGROUND:

The purchase of shade structures and/or playground equipment at 68 elementary schools is needed. All elementary school playgrounds were assessed. Nine schools needed Pre-K equipment, 18 schools needed age 5-12 equipment and 61 schools needed shade structures. Some schools either had no existing playgrounds due to unsafe playgrounds having been removed, some schools had outdated equipment that could no longer be repaired, and/or were in need of shade structures. This is an effort to bring all elementary school playgrounds up to an equivalent standard.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Shade Structures and Playground Equipment for Identified Elementary Schools
2. Decline to Approve Purchase of Shade Structures and Playground Equipment for Identified Elementary Schools
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Shade Structures and Playground Equipment for Identified Elementary Schools

FUNDING SOURCE

Additional Details

TRE

198-81-6299-001-XXX-99-501.000000

COST:

\$3,661,607.98 shade structures and playground equipment
 \$188,392.02 contingency
\$3,850,000.00 total

VENDOR:

Playground Solutions of Texas

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 592-19. 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

Como Montessori	Carlson	Benbrook	West Handley
Burton Hill	Carroll Peak	Carter Park	Jara
Clarke	Como	Daggett	Peace
Mendoza	DeZavala	Diamond Hill	Dillow
Eastern Hills	East Handley	Moss	Beal
Rosemont 6 th	Glen Park	Green	Greenbriar
VanZandt Guinn	Hubbard Heights	Helbing	Kirkpatrick
Meadowbrook	Mitchell Blvd.	Moore	Morningside
North Hi Mount	Oakhurst	Howell	Oaklawn
Pate	Phillips	Merrett	Williams
Walton	Rosen	Sagamore Hill	Shulkey
Wilson	Springdale	Sunrise-McMillan	Turner
Washington Heights	Westcliff	Worth Heights	Sellers
Stevens	McDonald	Riverside ALC	Elliott
Westpark	Sims	Briscoe	Woodway
Lowry Rd.	Contreras	Davis	Chavez
Ellis	Brae	Seminary Hills	Huerta

RATIONALE:

Adequate shade structures and playground equipment at the identified elementary schools will enhance and provide outdoor recreation for the students.

INFORMATION SOURCE:

Art Cavazos

**2019 ES Playground
Assessment**

Loc	Campus	PreK New	5-12	Playground Shade Structure	Shade Structure Quotes	Pre K Playground w/EWF and Boder Timbers	5-12 Playground w/EWF and Boder Timbers	Total
63	Como Montessori 063			1	\$ 30,316.38			\$ 30,316.38
101	Alice Carlson 101	1	1			\$ 42,141.00	\$ 75,320.00	\$ 117,461.00
103	Benbrook 103			1	\$ 26,527.75			\$ 26,527.75
105	West Handley 105			1	\$ 32,240.36			\$ 32,240.36
107	Burton Hill 107		1	1	\$ 21,470.57		\$ 75,320.00	\$ 96,790.57
110	Carroll Peak 110			1	\$ 30,316.38			\$ 30,316.38
111	Carter Park 111			1	\$ 30,316.38			\$ 30,316.38
114	Manuel Jara 114			1	\$ 30,316.38			\$ 30,316.38
115	George Clarke 115		1				\$ 75,320.00	\$ 75,320.00
117	Como L A 117			1	\$ 30,492.53			\$ 30,492.53
118	Hazel Harvey 118			1	\$ 30,316.38			\$ 30,316.38
119	E.M. Daggett 119			1	\$ 17,125.07			\$ 17,125.07
120	Mendoza 120	1		1	\$ 28,956.06	\$ 42,141.00		\$ 71,097.06
121	DeZavala 121			1	\$ 31,441.86			\$ 31,441.86
122	Diamond Hill 122	1	1	1	\$ 32,815.77	\$ 42,141.00	\$ 75,320.00	\$ 150,276.77
123	SS Dillow 123			1	\$ 30,316.38			\$ 30,316.38
125	Eastern Hills 125		1	1	\$ 25,224.62		\$ 75,320.00	\$ 100,544.62
126	East Handley 126	1				\$ 42,141.00		\$ 42,141.00
127	Christene Moss 127			1	\$ 20,630.21			\$ 20,630.21
130	Harlean Beal 130			1	\$ 47,820.76			\$ 47,820.76
131	Rosemont 131			1	\$ 30,316.38			\$ 30,316.38
132	Glen Park 132			1	\$ 30,316.38			\$ 30,316.38
133	WM Green 133			1	\$ 30,316.38			\$ 30,316.38
134	Greenbriar 134			1	\$ 30,316.38			\$ 30,316.38
135	VanZandt-Guinn 135			1	\$ 36,496.07			\$ 36,496.07
137	Hubbard Heights 137			1	\$ 30,316.38			\$ 30,316.38
138	HV Helbing 138			1	\$ 34,844.15			\$ 34,844.15
141	Meadowbrook 141			1	\$ 50,749.95			\$ 50,749.95
144	Mitchell Blvd 144	1				\$ 42,141.00		\$ 42,141.00
146	MH Moore 146	1	1			\$ 42,141.00	\$ 75,320.00	\$ 117,461.00
147	Morningside 147			1	\$ 30,316.38			\$ 30,316.38
149	North Hi Mount 149			1	\$ 45,371.12			\$ 45,371.12
150	Oakhurst 150			1	\$ 25,224.06			\$ 25,224.06
151	Natha Howell 151			1	\$ 38,377.75			\$ 38,377.75
152	Oaklawn 152			1	\$ 30,316.38			\$ 30,316.38
153	A.M. Pate 153			1	\$ 18,978.40			\$ 18,978.40
154	ML Phillips 154			1	\$ 30,316.38			\$ 30,316.38
157	Luella Merrett 157		1	1	\$ 43,037.60		\$ 75,320.00	\$ 118,357.60
159	Versia Williams 159			1	\$ 28,594.56			\$ 28,594.56
160	Walton 160			1	\$ 30,316.38			\$ 30,316.38
161	Sam Rosen 161			1	\$ 30,316.38			\$ 30,316.38
162	Sagamore Hill 162			1	\$ 30,316.38			\$ 30,316.38
163	Bruce Shulkey 163			1	\$ 27,880.86			\$ 27,880.86
165	R.J. Wilson 165			1	\$ 19,983.35			\$ 19,983.35
168	Springdale 168			1	\$ 27,320.94			\$ 27,320.94
169	Sunrise 169			1	\$ 30,316.38			\$ 30,316.38
172	WJ Turner 172			1	\$ 30,316.38			\$ 30,316.38
175	Wash. Heights 175			1	\$ 30,316.38			\$ 30,316.38
177	Westcliff 177		1				\$ 75,320.00	\$ 75,320.00
178	Westcreek 178	1	1	1	\$ 46,124.01	\$ 42,141.00	\$ 75,320.00	\$ 163,585.01
180	Western Hills 180			1	\$ 30,316.38			\$ 30,316.38
184	Worth Heights 184			1	\$ 31,404.78			\$ 31,404.78
186	David K Sellars 186			1	\$ 52,820.65			\$ 52,820.65
187	JT Stevens 187	1	1	1	\$ 45,796.44	\$ 42,141.00	\$ 75,320.00	\$ 163,257.44
188	Atwood McDonald 188			1	\$ 24,971.78			\$ 24,971.78
190	Riverside ALC 190			1	\$ 30,316.38			\$ 30,316.38
206	Bill J Elliott 206			1	\$ 30,316.38			\$ 30,316.38
207	Westpark 207			1	\$ 30,316.38			\$ 30,316.38
208	TA Sims 208			1	\$ 30,316.38			\$ 30,316.38
209	Briscoe 209			1	\$ 30,316.38			\$ 30,316.38
216	Woodway 216		1	1	\$ 28,588.64		\$ 75,320.00	\$ 103,908.64
219	Lowery Road 219		1	1	\$ 28,628.20		\$ 75,320.00	\$ 103,948.20
220	Alice Contreras 220		1	1	\$ 42,506.30		\$ 75,320.00	\$ 117,826.30
221	Western Hills Pr. 221		1				\$ 75,320.00	\$ 75,320.00
222	Clifford Davis 222	1	1	1	\$ 42,572.45	\$ 42,141.00	\$ 75,320.00	\$ 160,033.45
223	Cesar Chavez 223		1				\$ 75,320.00	\$ 75,320.00
224	MG Ellis 224		1				\$ 75,320.00	\$ 75,320.00
225	Bonnie Brae 225			1	\$ 28,015.68			\$ 28,015.68
226	Seminary Hills 226			1	\$ 23,793.41			\$ 23,793.41
227	Delores Huerta 227		1	1	\$ 31,526.39		\$ 75,320.00	\$ 106,846.39
	Contengency							\$ 188,392.02
	Total	9	18	61				\$ 3,850,000.00

Recommendation Legend:
 Replace - beyond repair and exhausted life cycle
 Good - still in good shape and years remain on life cycle
 Repair-specific repair identified in the description column



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Vendor Contract Information

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Vendors

Playground Solutions of Texas, Inc.
[X]

Price Range

Show all prices

Category

None Selected

Contract

Parks and Recreation Equipment
and Field Lighting Products[X]

Vendor Name: Playground Solutions of Texas, Inc.

Address: 3410 Hardrock Road

Grand Prairie, TX 75050

Phone Number: (972) 837-3000

Email: mike@pstxi.com

Website: <http://www.pstxi.com>

Federal ID: 83-0845409

Contact: Mike Howerton

Accepts RFQs: Yes

Minority Owned: No

Women Owned: Yes

Service-Disabled Veteran Owned: No

Certificate Number: 1830845409100

Certifying Agency: State of Texas / Texas Comptroller of Public Accounts

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Parks and Recreation Equipment and Field Lighting Products

Contract#: 592-19

Effective Date: 10/01/2019

Expiration Date: 09/30/2022

Payment Terms: Net 30 Days

Delivery Days: 30

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: Texas

Quote Reference Number: 592-19

Return Policy: 25% restocking fee, return within 60 days of ship date

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 10, 2019**

TOPIC: APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE EDUCATION SERVICE CENTER (ESC) REGION 19 PURCHASING ALLIED STATES COOPERATIVE AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

This item was originally approved by the board on September 24, 2019, however, additional documents require review by the Fort Worth ISD Board of Education. The additional documents are attached.

Texas Government Code §791.001 grants authority to school districts to contract with other local governments to provide services that enable them to operate more efficiently and economically. The purpose of this agreement is to provide the district with additional purchasing options when procuring goods and services.

The ESC Region 19 Purchasing Allied States Cooperative is a national governmental purchasing cooperative which competitively bids and awards contracts to local, regional, and national vendors in compliance with local, state, and federal procurement laws and regulations.

The ESC Region 19 Purchasing Allied States Cooperative contracts are available to public schools, charter schools, private schools, community colleges, universities, cities, counties, other governmental agencies, and non-profits. No fees are charged to ESC Region 19 Purchasing Allied States Cooperative members.

STRATEGIC GOAL:

Goal 2: Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Interlocal Agreement between the Education Service Center Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District.
2. Decline to approve the Interlocal Agreement between the Education Service Center Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Interlocal Agreement between the Education Service Center Region 19 Purchasing Allied States Cooperative and the Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

Not Applicable

Please provide the full budget number and amount attributed to each funding source (Total of funding source amounts must equal the cost below) and any additional specifics that may be necessary to clarify your funding or type "Not Applicable".

COST:

Not Applicable

VENDOR:

ESC Region 19

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

Purchasing Department

RATIONALE:

Texas Government Code Chapter 791 grants local governments the authority to enter into Interlocal cooperative contracts. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state. The local government definition includes a county, municipality, special district, junior college district, or other political subdivision of this state or another state.

INFORMATION SOURCE:

Elsie Schiro



Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010
www.esc19.net
(915) 780-5019
FAX: (915) 780-5061

**(SS-PUR-F032.1)
RESOLUTION**

AUTHORIZATION FOR USE OF ESC REGION 19 ALLIED STATES COOPERATIVE

WHEREAS, the Fort Worth ISD (Agency Name) of Fort Worth (City), Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY Fort Worth ISD (Agency Name) OF THE Fort Worth (City), TEXAS AS FOLLOWS:

The terms and conditions of the agreement have been reviewed by the Governing Body of the Fort Worth ISD (Agency Name) and found to be acceptable and in the best interests of the Fort Worth ISD (Agency Name) and its citizens are hereby in all things approved.

The Fort Worth ISD (Agency Name) is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20____.

ATTEST: _____ (Authorized Signature)

(Title)

(Title)

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

Please return approved agreement to: Procurement Director - rshernandez@esc19.net & lhernando@esc19.net
 ESC-Region 19 Allied States Cooperative
 6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

Fort Worth ISD

Name of District/Agency

JONATHAN BEY

Name of Authorized Person

[Signature]

Signature of Authorized Person

Exec Dir, Purchasing 10/28/19

Title

Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

Authorized Signature

Date

PURCHASE ORDER CONTACT

1. JONATHAN BEY
 Name

jonathan.bey@fwisd.org
 Email

2. Nellie Lucano
 Name

nellie.lucano@fwisd.org
 Email

100 N. UNIVERSITY STE 140-F
 Address:

Fort Worth TX 76107
 City State Zip

817-814-2210 817-814-2225
 Telephone Fax



**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH FOR CITY PROVIDED AFTERSCHOOL SERVICES AT DEZAVALA ES, GREENBRIAR ES AND DAGGETT MS FOR SY 2019-2020

BACKGROUND:

A contractual relationship exists between the District and each of the community agencies and organizations that provide programs and services through the Fort Worth After School program. To establish the City as a program provider at DeZavala ES, Greenbriar ES and Daggett MS, an agreement was written which outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after school program at this site. Funds for these services have been budgeted and committed. Copies of the agreement are attached. This is a renewal of the agreement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at DeZavala ES, Greenbriar ES and Daggett MS for SY 2019-2020
2. Decline to Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at DeZavala ES, Greenbriar ES and Daggett MS for SY 2019-2020
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at DeZavala ES, Greenbriar ES and Daggett MS for SY 2019-2020

FUNDING SOURCE

Additional Details

General Fund

199-61-6299-0FN-999-30-395-000000

COST:

\$118,524

There are no additional costs associated to the General Fund. All amounts were approved on July 16, 2019.

VENDOR:

City of Fort Worth – Park and Recreation

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

DeZavala ES, Greenbriar ES and Daggett MS

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after school program and services to students at DeZavala ES, Greenbriar ES and Daggett MS for the 2019-2020 school year.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

**SECOND RENEWAL AND AMENDMENT TO CITY SECRETARY CONTRACT NO. 49878
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT
WORTH**

THIS SECOND RENEWAL AND AMENDMENT TO CITY SECRETARY CONTRACT NUMBER 49878 (“Second Renewal and Amendment”) is made and entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), acting by and through its duly authorized representative.

WHEREAS, on August 1, 2017, City and FWISD entered into an Agreement, City Secretary Contract No. 49878 (“Agreement”) which was approved by the City Council on September 19, 2017 through M&C: C-28384;

WHEREAS, the Agreement provides that the term of the Agreement may be renewed for five additional one-year periods;

WHEREAS, on October 23, 2018, the Agreement was renewed and extended for an additional one-year period, expiring July 31, 2019;

WHEREAS, the parties wish to continue their relationship by exercising the second renewal option; and

WHEREAS, the parties wish to amend the Agreement to include the afterschool programming at a third location, Daggett Middle School, and to revise the funding amounts for each location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the FWISD do mutually covenant and agree to renew and extend the Interlocal Agreement as follows:

I.

The City and FWISD hereby agree to renew and extend the Agreement for a one additional one-year period, effective beginning on August 1, 2019 and expiring on July 31, 2020.

II.

Section 2 of the agreement is amended to add Subsection 2.1, which shall be and read as follows:

2.1 FWISD agrees to pay the City an annual sum of: (1) Thirty-Nine Thousand, Five Hundred and Eight Dollars and No Cents (\$39,508.00) to fund the operation of the Program at Greenbriar Elementary School; (2) Thirty-Nine Thousand, Five Hundred and Eight Dollars and No Cents (\$39,508.00) to fund the operation of the Program at De Zavala Elementary School; and (3) Thirty-Nine Thousand, Five Hundred and Eight Dollars and No Cents (\$39,508.00) to fund the operation of the Program at Daggett Middle School. FWISD and the City agree that these amounts fairly compensate the City for the operation of the Program. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City’s Crime Control and Prevention District.

III.

Section 6.1.3 of the agreement is amended to be and read as follows:

6.1.3 The total amount of expenditures by the City and the obligation of the FWISD to reimburse the City under this Agreement shall be limited to the availability of funds, but in no event shall such amounts exceed \$39,508.00 at Greenbriar Elementary School, \$39,508.00 at De Zavala Elementary School, and \$39,508.00 at Daggett Middle School.

IV.

All terms and conditions of the Agreement that are not expressly amended pursuant to this Second Renewal and Amendment shall remain in full force and effect.

V.

All terms in this Second Renewal and Amendment that are capitalized but not defined shall have the meanings assigned to them in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal and Amendment in multiples in Fort Worth, Tarrant County, Texas, this _____ day of _____, 2019.

CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Fernando Costa
Assistant City Manager

By: _____
Dr. Kent Paredes Scribner
Superintendent

Recommended by:

David Creek
Acting Director, Park & Recreation Department

APPROVED AS TO FORM AND LEGALITY:

Matthew Murray
Assistant City Attorney

Alexander Athanason
Attorney, Representing Fort Worth ISD

ATTEST:

Mary J. Kayser
City Secretary

Quinton Phillips
Secretary, FWISD Board of Trustees

M&C:
Form 1295: N/A

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____
Sandra Medina
Program Coordinator

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH FOR CITY PROVIDED AFTERSCHOOL SERVICES AT COMO ES FOR SY 2019-2020

BACKGROUND:

A contractual relationship exists between the District and each of the community agencies and organizations that provide programs and services through the Fort Worth After School program. To establish the City as a program provider at Leadership Academy at Como Elementary School, an agreement was written which outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after school program at this site. Funds for these services have been budgeted and committed. Copies of the agreement are attached. This is a renewal of the agreement.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at Como ES for SY 2019-2020
2. Decline to Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at Como ES for SY 2019-2020
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between City of Fort Worth for City Provided Afterschool Services at Como ES for SY 2019-2020

FUNDING SOURCE

Additional Details

General Fund	199.61.6299.0FN.999.30.395.000000	\$39,508
Special Revenue	498.61.6299.LDA.117.24.409.000000.20L89	\$136,934

COST:

\$176,438

VENDOR:

City of Fort Worth - Neighborhood Services

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

Leadership Academy at Como ES

RATIONALE:

This agreement establishes a service provision agreement between the District and the City to provide an after school program and services to students at Como ES for the 2019-2020 school year.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

INTERLOCAL AGREEMENT BETWEEN
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH

This Interlocal Agreement (“Agreement”) is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas (“City”), and the Board of Trustees of the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas (“FWISD”).

WHEREAS, this Agreement is made under the authority granted to the City and the FWISD by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 to 6:00 PM are of prime importance;

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees by consensus agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities;

WHEREAS, for more than a decade, the FWISD and City have entered into a series of Interlocal Agreements for the creation and operation of a Coordinating Board to oversee and operate after-school programs at selected FWISD schools as a juvenile crime prevention measure, with the most recent agreement being City Secretary Contract No. 51584 approved by the Fort Worth City Council on October 16, 2018 as Mayor and Council Communication C-28891 (the “Coordinating Board Agreement”);

WHEREAS, FWISD and City anticipate executing a new Coordinating Board Agreement to continue funding and operating the coordinating board and the after-school program for the 2019-2020 school year;

WHEREAS, for several years, the Coordinating Board, pursuant to its powers and the terms of the Coordinating Board Agreement, has designated the City, through its Neighborhood Services Department, to provide the after-school program at Como Elementary School;

WHEREAS, the FWISD, on behalf of the Coordinating Board, and the City wish to enter into a new agreement so that the City, through its Neighborhood Services Department, may continue to provide the after-school program at Como Elementary School for the 2019-2020 school year.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the City, acting by and through its duly authorized Assistant City Manager, and FWISD, acting by and through its duly authorized superintendent, do hereby covenant and agree as follows:

Pursuant to the designation by the Coordinating Board under the Coordinating Board Agreement, the City and FWISD agree that:

1. SCOPE OF SERVICES. The City will implement and operate the after-school program at Como Elementary School pursuant to the terms of the Coordinating Board Agreement governing the 2019-2020 school year. The Coordinating Board, as authorized under the Coordinating Board Agreement, shall oversee the implementation and operation of said programs.
2. GOALS AND MISSION STATEMENT. The mission of the After-School Program at Como Elementary School shall be: “To enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children.”

(a) Goals of the After-School Program shall include, at a minimum:

- i. To provide homework assistance, tutorial, and relevant educational programs;
- ii. To improve the awareness of the importance of learning;
- iii. To reduce the level of truancy;
- iv. To address the students’ physical needs;
- v. To provide activities that promote social development;
- vi. To reduce juvenile arrests; and
- vii. To reduce juvenile victims of crimes during the target hours.

(b) Operational Imperatives are:

- i. To establish program goals and objectives that are measurable and result in desired outcomes through a scientific evaluation process;
- ii. To ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement; and
- iii. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.

3. FUNDING.

(a) FWISD agrees to pay the City up to **One Hundred Seventy-Six Thousand, Four Hundred Thirty-Eight Dollars and 00/100 (\$176,438.00)** to fund the operation of the After-School Program at Como Elementary School. The allocations by funding source are from the Fort Worth After-School Full Service Provider General Fund in the amount of \$39,508.00, and from the Rainwater Charitable Foundation in the amount of \$136,934.00. FWISD covenants and agrees that the funding for this Agreement shall not include any money

originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

(b) To receive funds under this Agreement, the City must submit written reimbursement requests to the FWISD in a manner and form agreed to by the parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the request.

(c) Pursuant to Section 791.011 of the Interlocal Cooperation Act, each party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party.

4. TERM. The term of this Agreement is for a one-year period, effective beginning on July 1, 2019, and ending on June 30, 2020 and shall cover the entire 2019-2020 school year.

5. NON-APPROPRIATION OF FUNDS. If, for any reason, at any time during any term of this Agreement, FWISD fails to appropriate funds sufficient for FWISD to fulfill its obligations under this Agreement, FWISD may terminate this Agreement to be effective on the later of: (i) thirty (30) days following delivery by FWISD to the City of written notice of FWISD's intention to terminate; or (ii) the last date for which funding has been appropriated by FWISD Board for the purposes set forth in this Agreement.

6. TERMINATION OF AGREEMENT.

(a) If the City or the FWISD fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying party notifies the defaulting party in writing of the default and its intention to declare this Agreement terminated. If the defaulting party does not cure or correct such breach within the thirty (30) day period, the notifying party shall have the right to declare this Agreement immediately terminated and neither party shall have further responsibility or liability hereunder.

(b) This Agreement may be terminated by either party, in whole or in part, at any time with or without a reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of termination.

7. NOTICES. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

If to City:

Fernando Costa
Assistant City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102
(817) 392-8180

If to FWISD:

Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, Texas 76107
(817) 871-2000

With a copy to:

City Attorney's Office
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

With a copy to:

General Counsel's Office
Fort Worth Independent School District
100 N. University Dr.
Fort Worth, Texas 76107

8. INDEPENDENT CONTRACTOR. City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the FWISD. City shall have exclusive control of and the exclusive right to control the work designated to the City to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondeat superior for the acts or omissions of officers, members, agents, servants, employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.

9. NONDISCRIMINATION.

(a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD or the City permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.

10. SEVERABILITY. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, a federal or state agency, or a board or a commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

11. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.
12. NOTICE OF CLAIMS. FWISD and City agree to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages related to this Agreement. FWISD and City agree to make their respective officers, agents, servants, and employees available at all reasonable times or any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.
13. EFFECT ON THIRD PARTIES.
 - (a) Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by FWISD or the City as to any claim of any third party.
 - (b) Nothing herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.
14. INSURANCE. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled “Self-Insurance by Governmental Units,” is self-insured and therefore is not required to purchase insurance. City will provide a letter of self-insured status as requested by FWISD.
15. FORCE MAJEURE. If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party’s reasonable control (collectively, “Force Majeure Event”), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

16. APPLICABLE LAW AND VENUE.

(a) This contract shall be construed in accordance with the laws of the State of Texas.

(b) Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas or the Federal Court of the Northern District of Texas – Fort Worth Division.

17. HEADINGS. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. ENTIRE AGREEMENT. This written instrument constitutes the entire understanding of the parties hereto concerning the work and services to be performed. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

19. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this ____ day of _____, 2019.

CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Fernando Costa
Assistant City Manager

By: _____
Dr. Kent Paredes Scribner
Superintendent

APPROVED AS TO FORM AND LEGALITY:

Matthew A. Murray
Assistant City Attorney

Alexander Athanason
Attorney, Representing Fort Worth ISD

ATTEST:

Mary J. Kayser
City Secretary

Quinton Phillips
Secretary, Board of Education

Contract Authorization
M&C: 19-0076
Date: August 27, 2019

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Fernando Costa**, Assistant City Manager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same as the act of the **City of Fort Worth** and that he executed the same as the act of the said City of Fort Worth for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2019.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Dr. Kent Paredes Scribner**, Superintendent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the **Fort Worth Independent School District**, and in the capacity therein stated as its authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2019.

Notary Public in and for the State of Texas

Contract Compliance Manager:

By signing below, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Monique Hill
Interim Assistant Director, Neighborhood Services

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH AND FWISD FOR AFTERSCHOOL SERVICES IN SY 2019-2020

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. An Interlocal Agreement that outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2019-2020 school year is attached. City Council has authorized its duly authorized representative, Jesus Chapa, Assistant City Manager, to execute the agreement for the City. This is a renewal agreement.

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement between City of Fort Worth and FWISD for Afterschool Services in SY 2019-2020
2. Decline to Approve Interlocal Agreement between City of Fort Worth and FWISD for Afterschool Services in SY 2019-2020
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement between City of Fort Worth and FWISD for Afterschool Services in SY 2019-2020

FUNDING SOURCE

Additional Details

General Fund

199-61-XXX-001-XXX-30-395-000000

COST:

\$1,299,875

VENDOR:

City of Fort Worth

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

Fort Worth After School

RATIONALE:

The Interlocal Agreement constitutes the District's and the City's collaboration to provide after-school programs and services to Fort Worth students for the 2019-2020 school year.

INFORMATION SOURCE:

Raúl Peña
Cherie Washington

INTERLOCAL AGREEMENT
BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH

In consideration of the mutual covenants, promises, and agreements contained herein, **THIS AGREEMENT** ("Agreement") is made and entered into between **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, ("City") acting by and through Jesus J. Chapa, its duly authorized Assistant City Manager, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, and a legally constituted independent school district, hereinafter referred to as ("District") acting by and through Dr. Kent P. Scribner, Superintendent, its duly authorized representative.

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in the City during the Fiscal Year 2020 to meet one or more of the Crime Control and Prevention District ("CCPD") goals, which are: (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs; (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods; and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at elementary and middle schools during after-school hours of 3:00 PM to 6:00 PM are of prime importance; and

WHEREAS, City and the District agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities; and

WHEREAS, District proposes to continue an After School Program ("FWISD After School Program") in conjunction with City.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follow:

AGREEMENT DOCUMENTS

The Contract documents shall include the following:

1. This Agreement for the FWISD After School Program
2. Exhibit A – Scope of Work
3. Exhibit B – Budget
4. Exhibit C – Request for Reimbursement

5. Exhibit D – Program Activities Report
6. Exhibit E – Program Effectiveness Measures Report
7. Exhibit F – Request for Budget Modification
8. Exhibit G – Corrective Action Plan Form

All Exhibits attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the documents, the terms and conditions of this Interlocal Agreement shall control.

The term “City” shall include City, and its officers, agents, employees, and representatives.

The term “District” shall include District, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

The term “Party” shall refer to either City or District.

The term “Parties” shall refer to both City and District.

1. AGREEMENT

District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A,” Fort Worth ISD After-School Program Goals, Performance Measures and Outcomes Fiscal Year 2020, attached and incorporated herein for all purposes incident to this Agreement. District agrees to spend the Program Funds in accordance with its approved Budget, described in Exhibit “B,” attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both parties agree that:

- A. A Coordinating Board shall continue to oversee the implementation and operation of the After-School Program. The Coordinating Board shall consist of thirteen positions. Members of the Board shall serve no more than two terms of three years each, however, positions with asterisks (*) are permanent board members and will not be affected by the term limit rule. Community members will be selected by the Coordinating Board.

District – Four Positions

1. Representative of the Superintendent, District*
2. Director, Student Discipline and Placement*
3. Executive Director, Leadership*
4. Executive Director, Art Education or Instructional Music or Athletics

City of Fort Worth – Four Positions

5. Representative of the City Manager, City of Fort Worth*
6. Chief of Police, City of Fort Worth or designated representative*

7. Director, Parks and Community Services, City of Fort Worth*
8. Representative of the City of Fort Worth Library Department.

Community Members – Five Positions

9. President , Safe City Commission*
10. Director or Assistant Director, Tarrant County Juvenile Services*
11. At-large Community Member
12. At-large Community Member
13. At-large Community Member

At-large Community members shall have experience that includes one of more of the following categories:

- Fort Worth Council of PTAs
- District Advisory Board
- Child Care Management System (CCMS)
- United Way of Metropolitan Tarrant County
- Legal professions
- Financial professions
- Health and wellness professions
- Marketing/media professions
- Foundations or philanthropy
- Evaluation

The Coordinating Board shall have the following responsibilities;

1. Approve program-wide scope, goals, and objectives;
 2. Approve site selection process;
 3. Select sites based on selection criteria
 4. Evaluate reported results from campus programs;
 5. Evaluate funding needs; and
 6. Recommend future direction and standards
- B. The District shall be responsible for day-to-day administration of the After-School Program and will, at a minimum, employ a Director and two Program Coordinators.
- C. The District shall establish a site-based advisory committee at each middle and elementary school that operates an After-School Program. This committee may be a new body, a group continued from a previous year of after-school operations, or the site-based management team provided it includes the principal and representatives of the community, faculty, and student body.
- D. The District shall continue to work with an independent entity to conduct an in-depth longitudinal evaluation of the After-School Program. The evaluator shall

provide an overview and feedback on existing programs and recommendations for improvement.

- E. The City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees shall meet annually to review the After-School Program.

2. ADMINISTRATION AND RECORDS / REPORTS

- A. The mission of the After-School Program shall be to enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children.

1. The associated program goals, performance measures, and activities are listed in Exhibit A.
2. Operational Imperatives of the After-School Program are to ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement.
3. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.

B. CITY will:

1. Ensure the implementation of the goals of the After-School Program.
2. Monitor sites to ensure quality and compliance of programs.
3. Monitor program compliance.
4. Make recommendations regarding programming.
5. Assist/participate with Campus Advisory Committees.
6. Subject to availability and appropriation, provide funding for program pursuant to the amounts identified in Exhibit B.
7. Approve the After-School Program Service Provider, but such approval shall not be unreasonably withheld.

C. DISTRICT will:

1. Provide guidance and direction in the development of programs and activities on campus.
2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
3. Identify appropriate District students for referral and program participation.
4. Assist in the recruitment of students.
5. Obtain parental permission for student participation in program.
6. Provide appropriate student orientation.
7. Provide access to necessary use of facilities that are conducive for program activities daily, including use of a telephone.

8. Provide regular program updates to respective Site-Based Management Teams.
9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After-School staff is receiving support from teachers at the school.
12. Ensure the safety of students After-School.
13. Provide internal and external evaluation services.
14. Select third-party After-School Program Service Providers. District shall provide the name of each After-School Program Service Provider to the CITY for approval within ten (10) days after selection by District. The After-School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Provide CITY with a copy of their Agreement with the approved After-School Program Service Provider.
16. Ensure that all approved After-School Program Service Providers are in full compliance with this Agreement.

3. RECORDS AND TRAINING

A. Records to be submitted to CITY by DISTRICT:

1. The District shall annually submit:
 - a. A list of participating schools. The list shall include a contact person for each campus, a telephone number, and e-mail address;
 - b. Current school year calendar;
 - c. Discipline Policy;
 - d. Staff Training Schedule;
 - e. Student Enrollment Procedure;
 - f. Student Recruitment Procedure; and
 - g. Lesson plans, to include planned annual/monthly schedule of activities.
2. The District shall submit monthly:
 - a. Performance Activity Report showing success in meeting the goals and measurements as outlined in Exhibit A to this Agreement.
 - b. Attendance records shall be taken daily and submitted monthly and shall include:
 - 1) Number of students registered or enrolled; and
 - 2) Participation – average daily attendance.
 - c. Coordinating Board meeting schedule and minutes.

B. Records to be maintained on site:

1. Participant registration;
2. Parental consent forms;
3. Written Safety Policy and Procedures;
4. Disciplinary actions; and
5. Staff training records.

C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.

1. Pre-program
2. Mid-year
3. Post program

4. Responsibilities of District. District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Program Scope of Work, attached, and incorporated herein for all purposes incident to this Agreement. District shall be responsible for day-to-day administration of the FWISD After School Program. District agrees to expend the Program Funds in accordance with its FWISD After School Program budget, described in Exhibit “B,” attached. Program activities shall be reported in accordance with Exhibit “D,” attached and effectiveness measurements shall be reported in accordance with Exhibit “E,” attached. District will be responsible for the enforcement of these responsibilities on any After-School Program Service Providers that are selected by the District. The District shall include the same Program Activity Reports and Effectiveness Measures in any After-School Program Service Providers Contracts that District enters into associated with the funds provided through this Agreement. The City will be provided with copies of all executed agreements between the District and any After-School Program Service Providers within five days of their execution.

5. Program Funds.

5.1 In no event shall the total distribution of Program Funds from City made to the District during the term of this Agreement exceed the total sum of \$1,300,000.00.

5.2 Payment of the Program Funds from City to District shall be made on a cost-reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR), as described in Exhibit “C,” and copies of all receipts and support documentation. District shall deliver to City a written detailed Program Activities Report and Program Effectiveness Measures Report as described in Section 7.2 below with each RFR to support expenditure of Program Funds. Such reports shall be signed by the District or duly authorized officer of the District. The RFR and monthly Program Activities Report shall be submitted to City no later than the 15th day following the end of the month. Submittal of a monthly RFR and Program Activities Report is required even if services are not provided.

Each monthly RFR must be sequentially numbered and include expense documentation that is detailed, clear and concise. The submitted RFR shall include applicable monthly and quarterly reports as applicable. Submissions must be scanned and submitted to the Grants and Program Management Section of the Fort Worth Police Department. Submissions should be titled “Organization – RFR Month” and sent either via email to CPD_Grants@fortworthtexas.gov, or via mail to ATTENTION: Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115. Reimbursements will not be made until after receipt of an acceptable and approved RFR and a monthly Program Activities Report from the District. Additionally, a quarterly Program Effectiveness Measures Report from District is required as described in section 7.2 and must be approved prior to reimbursements. Reimbursements shall be made within 30 days receipt of said documents. Incomplete or incorrect submissions will be returned to the District for resubmission, restarting the 30-day reimbursement schedule.

5.3 District is authorized to modify up to five (5) percent of any budgeted line-item in the original approved budget without prior written permission from City. However, District must submit the Budget Modification Form (Exhibit “F”) to City, with the monthly RFR, in the month when the modification took place. The new modified budget cannot exceed the total amount of Program Funds.

Any modifications of more than five (5) percent of any budgeted line-item in the original approved budget must have prior written permission from City before any budget modification is made. The Budget Modification Form (Exhibit “F”) must be submitted, and request must be approved by City, before any money is moved to the line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget cannot exceed the total amount of Program Funds.

Any modifications to zero line-items in the original approved budget must have prior written permission from City before any budget modifications are made. The Budget Modification Form (Exhibit “F”) must be completed and approved by City before money is transferred into the new line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget cannot exceed the total amount of Program Funds.

5.4 District will document cost allocations for all budgeted expenses throughout the entirety of the Agreement and will be responsible for having a policy and procedure in place for this documentation. Specifically, District will document how all shared costs, personnel time, or equipment, that was fully or partially paid for using CCPD funds, were used in furtherance of the program activities described in this Agreement. Documentation of these cost allocations, as well as a copy of the District’s policy and procedures for the documentation of the cost allocations shall be made available to the City upon request.

5.5 The City reserves the right to reject any budget modification that the City believes, in its sole discretion, is not clearly aligned with the program activities and any requests for reimbursement expenses that the City believes, in its sole discretion, are not specified in Exhibit B of this Agreement or an approved budget modification form.

5.6 The District will be responsible for imposing the same program funding requirements as listed in Section 5 of this Agreement on any After-School Program Service Providers that it selects to carry out its After-School Programs and will report any budget modifications that an After-School Program Service Provider makes to the City.

5.7 Budget modification can only occur within the Direct and Indirect costs. Funds may not be moved from a Direct line-item into an Indirect line-item, or vice versa. Modification of Direct and Indirect approved budgets must follow the guidelines outlined in sections 2.3, 2.4 and 2.5.

The Budget Modification Form (Exhibit “F”) shall be submitted either via email to CPD_Grants@fortworthtexas.gov, or via mail to Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115

6. **Term.** This Agreement shall commence upon October 1, 2019, and shall end on September 30, 2020. All of District’s expenditures under this Agreement must be completed no later than September 30, 2020.

7. **Program Performance.**

7.1 District agrees to maintain full documentation supporting the performance of the work and fulfillment of the objectives set forth in Exhibit “A.”

7.2 District agrees to provide a monthly Program Activities Report and quarterly Program Effectiveness Measures Report to document the performance of the work described in Exhibit “D” and Exhibit “E,” respectively. The Program Activities and Effectiveness Measures shall document the program activity names, numbers of participants attending, details of the activities, and a description of the goals achieved in support of the CCPD goals. Program Effectiveness Measures shall be reported on a quarterly basis and included in the January, April, July, and October RFR and Program Activities Report submittals. Additionally, the Program Effectiveness Measures Report must include descriptions of any realized successes. The monthly Program Activities and quarterly Program Effectiveness Measures Reports shall be submitted to City no later than the 15th day after the end of each month.

7.3 District agrees that the monthly Request for Reimbursement and Program Activities Report and quarterly Program Effectiveness Measures Report will be submitted to City no later than the 15th day after the end of each month. Should District not be able to meet these requirements in a given month, the District shall provide written notification prior to the deadline that details the expected date of submission. If no notification is received before the 15th day, the City may document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, City will send a non-compliance letter notifying District’s duly authorized representative of a possible suspension of program funding.

7.4 District agrees to complete a Corrective Action Plan (CAP) in the event of three (3) consecutive months or six (6) non-consecutive months with incomplete or incorrect submissions of an RFR, Program Activities Report (PAR), or Program Effectiveness Measures Report (PEMR). District also agrees to complete a Corrective Action Plan for recurring late submissions of an RFR, PAR, PEMR or for failing to take corrective actions and responding to audit reports by the City. The CAP will contain the identified issue found by the City, how the District will correct that issue, who the responsible person will be to ensure completion, and a target completion date. An example of this form is attached as Exhibit “G.”

7.5 A representative of the program from the District shall attend quarterly meetings of the Crime Control and Prevention District Board as requested.

8. Default and Termination.

8.1 This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. All monies distributed to District hereunder shall be exclusively from monies received from the CCPD, and not from any other monies of City. In the event that funds from the CCPD are not timely received, in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

8.2 This Agreement may be terminated by City, in whole or in part, at any time and for any reason upon written notice as specified in section 8.3.

8.3 Termination will be effected by delivering to District a notice of termination, specifying the portion of the Agreement affected and the effective date of termination. Upon District’s receipt of notice of termination, District shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further order or subcontracts, except as may be necessary for completion of the work not terminated;
- (c) Terminate all orders and contracts to the extent that they relate to the performance of the work terminated by the notice of termination; and
- (d) Cease expenditures of Program Funds, except as may be necessary for completion of the work not terminated.

8.4 In the event City suspends or terminates this Agreement for cause, and the cause for such suspension or termination is determined to be invalid, the District’s sole remedy shall be reinstatement of this Agreement. District expressly waives any and all rights to monetary damages, including but not limited to actual, consequential, and punitive damages, court costs, and attorney’s fees.

8.5 Within thirty (30) days following the date of termination of this Agreement, District shall return to City any property provided hereunder. City will have no responsibility or liability for District's expenditures or actions occurring after the effective date of termination of the Agreement.

9. Equipment and Maintenance. All equipment purchased with Program Funds must meet all eligibility requirements of City. District shall maintain all equipment used in the administration and execution of the FWISD After School Program. District shall maintain, replace, or repair any item of equipment used in support of the FWISD After School Program and/or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement, or repair of any equipment used in support of the FWISD After School Program and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds or City funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of the FWISD After School Program. Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the Grant Management Section at the address set forth in paragraph 5.3 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

10. Administrative Requirements.

10.1 District agrees to keep sufficient records to document its adherence to applicable local, state, and federal regulations, along with documentation and records of all receipts and expenditures of Program Funds and to allow for reasonable audits of such records during regular business hours, at the expense of the City or District, with such audit to be performed by an auditor selected by the City or the Board. All records shall be retained for three (3) years following the termination or completion of this Agreement. City or its representatives shall have the right to investigate, examine, and audit at any time any and all such records relating to operations of District under this Agreement. District, its officers, members, agents, employees, and subcontractors, upon demand by City, shall make such records readily available for investigation, examination, and audit. In the event of such audit by City a single audit of all District's operations will be undertaken and may be conducted either by City (performed by staff in the Police Department or the City's Internal Audit Department) or an independent auditor approved by the City or Board. District shall submit a copy of any audit performed by their own independent auditor within 30 days of receipt of the final audit report.

In addition, if the District receives \$300,000.00 or more during any fiscal year, the District shall also be required, at its own cost, to engage an independent third-party to perform an audit regarding the receipt and use of CCPD funding and to provide a copy of such audit report to City staff. If a funding recipient is already obtaining a general audit of its financial matters by an independent third-party, that audit may be used to satisfy this requirement so long as it specifically includes separate review of the records of CCPD funds. Because the independence of external audit firms is best maintained by changing firms regularly, if a funding recipient continues to use the same audit firm for more than three consecutive fiscal years, that fact will

be reported to the Board and may result in the amount of funding to the recipient being reduced or eliminated.

10.2 If any audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to District by City. If questions are not resolved within this period, City reserves the right to withhold further funding under this and/or future contract(s) with District.

10.3 If, as a result of any audit, it is determined that District misused, misapplied, or misappropriated all or any part of the Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied, or misappropriated, plus the amount of any sanction, penalty, or other charge levied against City because of such misuse, misapplication, or misappropriation.

10.4 District's obligation to City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: providing final Program Activities Report and Program Effectiveness Measures Reports, making final payments, disposing of FWISD After School Program assets as, if deemed required by City in its sole discretion.

10.5 District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed by District under this Agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring.

10.6 Throughout the term of this Agreement and for up to three months after its expiration, the City may periodically request, and the District will be required to provide, information for the purposes of evaluating the overall effectiveness of Crime Control and Prevention District (CCPD) funding. This information will include, but may not be limited to, the zip-codes of participating individuals of the program(s) receiving CCPD funding.

Requested information will consist solely of aggregated data without any personal identifiers. Further, any information requested will not be used in a way that would violate local, state, or federal statutes, regulations, or policies.

If the District maintains the information the City is requesting, the District shall provide the requested information to the City within 30 days of receipt of the request. If the District does not maintain the requested information as of the date it receives the City's request, the District shall begin collecting such information as of that date, shall provide an initial response regarding that information within sixty days, and shall thereafter update that information on request.

If necessary, an amendment may be brought forward to identify additional specific metrics that District will be required to maintain and provide to the City to evaluate the effectiveness of the Crime Control and Prevention District Funding.

Section 10 shall survive the expiration or termination of this Agreement.

11. Independent Contractor.

11.1 District shall operate hereunder as an independent contractor and not as an officer, agent, or servant or employee of City. District shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of respondeat superior shall not apply as between City and District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by the City on behalf of District. District shall not be treated as an employee with respect to the services performed pursuant to this Agreement for federal or state tax purposes. It is expressly understood and agreed that officers, members, agents, employees, subcontractors, licensees, or invitees of the District, and any program participant hereunder are not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan provided by City. It is expressly understood and agreed that no officer, member, agent, employee, subcontractor, licensee, or invitee of the District, nor any program participant hereunder is in the paid service of City and that City does not have the legal right to control the details of the tasks performed hereunder by District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees.

11.2 City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged.

12. Liability.

To the extent allowed by law, each of the parties shall be liable and responsible for any damages or loss caused by the negligent acts or omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 15, or for claims which the Texas Tort Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

District shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

Section 12 shall survive the expiration or termination of this Agreement.

13. Non-Assignment. No assignment or delegation of duties under this Agreement by District shall be effective without City's prior written approval.

14. Prohibition Against Interest.

14.1 No member, officer, or employee of City, or its designees or agents; no member of the governing body of the locality in which the FWISD After School Program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the FWISD After School Program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. District shall incorporate, or cause to be incorporated, like language prohibiting such interest, in all contracts and subcontracts hereunder, if any.

14.2 No officer, employee, member, or program participant of District shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to District of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of District, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of District or its subcontractors, shall render this Agreement voidable by City of Fort Worth.

15. Nondiscrimination.

15.1 In accordance with the federal, state, and local laws and ordinances, District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, statutory requirement, or statutory or ordinance exception.

15.2 District will not unlawfully discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will District permit its officers, members, agents, employees, subcontractors, or program participants to engage in such discrimination.

16. Compliance.

16.1 District, its officers, members, agents, employees, program participants, and subcontractors, shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of City. If City notifies District in writing of any such violation on the part of District or any of its officers, members, agents, employees, subcontractors, or program participants, then District shall immediately desist from and correct such violation.

16.2 District shall utilize Program Funds strictly for those purposes and goals intended under the terms and conditions of this Agreement. If City notifies District in writing of any such violations on the part of District or any of its officers, members, agents, employees, program participants, or subcontractors, then District shall immediately desist from and correct such violation.

17. Waiver of Immunity. The Parties and their respective governing bodies do not waive any immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this Agreement.

18. Insurance Requirement.

18.1 District shall procure and shall maintain during the term of this Agreement the following insurance coverage:

- (a) Commercial General Liability (CGL): \$1,000,000 per occurrence, with a \$2,000,000.00 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (b) Non-Profit Organization Liability or Directors & Officers Liability: \$1,000,000 per occurrence, with a \$1,000,000 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (c) Automobile Liability: \$1,000,000 each accident on a combined single limit basis *OR* split limits are acceptable if limits are at least \$250,000 Bodily Injury per person, \$500,000 Bodily Injury per accident and \$100,000 Property Damage.
- (d) Any other insurance the City may reasonably require to protect the interests of the City.

18.2 District's insurer(s) must be authorized to do business in the State of Texas for the lines of insurance coverage provided and be currently rated in terms of financial strength and solvency to the satisfaction of the City's Risk Manager.

18.3 Each insurance policy required herein shall be endorsed with a waiver of subrogation in favor of the City. Each insurance policy required by this Agreement, except for policies of worker's compensation or accident/medical insurance shall list the City as an additional insured. City shall have the right to revise insurance coverage requirements under this Agreement.

18.4 District further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide sufficient compensation insurance to protect District and City from and against any and all Worker's Compensation claims arising from the work and services provided under this Agreement.

19. Miscellaneous Provisions.

19.1 The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or Federal or state agency, board, or commission having jurisdiction over the subject

matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

19.2 City's failure to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely upon any such term or right on any future occasion.

19.3 Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, venue for said action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

19.4 District represents that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

19.5 This written instrument and the exhibits attached hereto constitute the entire agreement between the parties concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be signed by authorized representatives of each party.

19.6 All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following (i) deposit in a United States Postal Service post office or receptacle; (ii) with proper postage (certified mail, return receipt requested); and (iii) addressed to the other party at the address as follows or at such other address as the receiving party designates by proper notice to the sending party:

CITY: Jesus J. Chapa, Assistant City Manager
City Manager's Office
City of Fort Worth
200 Texas Street
Fort Worth, TX 76102

Copies To: Grant Management Section
Fort Worth Police Department
505 West Felix St.
Fort Worth, TX 76115

City Attorney's Office
ATTN: Police Contracts
200 Texas Street
Fort Worth, TX 76102

DISTRICT: Dr. Kent P. Scribner, Superintendent
Fort Worth Independent School District
100 N. University
Fort Worth, TX 76107

Copies To: Office of Legal Services
100 N. University, Ste. 172
Fort Worth, TX 76107

19.7 None of the performance rendered under this Agreement shall involve, and no portion of the Program Funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

19.8 Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

19.9 Contractors are required to conduct criminal background screenings for all volunteers or employees who will be working with children under the proposed program. All criminal background checks shall be in compliance with Texas Department of Family and Protective Services standards, the Texas Administrative Code and all other applicable law. Contractors will be responsible for conducting criminal background screening and for maintain appropriate records, which will be subject to review by the City. **TO THE EXTENT ALLOWED BY LAW, DISTRICT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DISTRICT, DISTRICT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.**

19.10 The provisions and conditions of this Agreement are solely for the benefit of City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

19.11 The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

19.12 District shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, District shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. District shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any District employee who is not legally eligible to perform such services. **DISTRICT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DISTRICT, DISTRICT'S EMPLOYEES,**

SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to District, shall have the right to immediately terminate this Agreement for violations of this provision by District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, to be effective this ____ day of _____, 20__.

CITY OF FORT WORTH

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Jesus J. Chapa
Assistant City Manager

Dr. Kent P. Scribner
Superintendent

APPROVAL RECOMMENDED

Edwin Kraus, Chief of Police

APPROVED AS TO FORM AND LEGALITY FOR FWISD

APPROVED AS TO FORM AND LEGALITY:

FWISD Attorney

Thomas Royce Hansen, Asst. City Attorney

ATTEST:

Quinton Phillips
Secretary, Board of Education

Mary Kayser, City Secretary

M&C Number: _____
Form 1295 Certification No: NOT REQUIRED

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name: Keith Morris, Contract Compliance Specialist

EXHIBIT A: SCOPE OF WORK

AGENCY: Fort Worth ISD

PROGRAM TITLE: Fort Worth After School

DIRECTOR: Miguel Garcia, Jr.

PHONE NUMBER: 817.815.2950

PHYSICAL ADDRESS: 2901 Shotts Street, Fort Worth, 76107

CONTACT PERSON: Miguel Garcia, Jr.

EMAIL ADDRESS: miguel.garcia24@fwisd.org

PHONE NUMBER: 817.815.2950

FAX NUMBER: 817.815.2955

PROGRAM PURPOSE STATEMENT: To provide quality before and afterschool programs in a safe environment that result in educational, physical and social development for elementary and middle school students. Goals include increasing educational competency, assist with Social and emotional development and decreasing juvenile crime.

GEOGRAPHICAL AREA AND COUNCIL DISTRICT SERVED: Please mark all that apply.

<input checked="" type="radio"/> City Wide / All Council Districts	<input type="radio"/> Specific Zip Code(s)
<input type="radio"/> Council District 2	<input type="radio"/> Council District 6
<input type="radio"/> Council District 3	<input type="radio"/> Council District 7
<input type="radio"/> Council District 4	<input type="radio"/> Council District 8
<input type="radio"/> Council District 5	<input type="radio"/> Council District 9

AGENCY STATUS:

Registered Private Nonprofit

Registered Public Nonprofit

Mark the applicable CCPD Partners with a Shared Mission Programming Focus Area:

- After School Program
- Safe Haven Youth Program
- Comin' Up Gang
- Family Justice Center
- Crime Prevention Agency Partnership

Mark the CCPD goal(s) that your program narrative addresses:

- Support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs
- Support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods;
- Support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs.

Program Abstract

Since the inception of the program in 1999, the mission of Fort Worth After School (FWAS) has been to provide quality before and after school programs in a safe environment that result in educational, physical and social development for elementary and middle school students.

When created by then Assistant City Manager Libby Watson and FWISD Assistant Superintendent Walter Dansby with Assistance from, now retired, FWPD Chief Ralph Mendoza, the City of Fort Worth was plagued by high rates of juvenile crime. Juvenile crime included high rates of graffiti, theft, assault and forays into gang activity. Fort Worth After School (FWAS) was created to directly address these issues within Fort Worth city limits.

FWAS provides structured enrichment programs to approximately 3000 students on a daily basis at 66 elementary and middle school campuses. Daily programming from school dismissal until 6:00 or 6:30 consists of homework assistance, physical enrichment, service learning projects, academic enrichment (exploration – not tutoring) and a variety of visual and performing arts. Students are identified through a well-defined vetting process that incorporates an early warning index (EWI). Students participate in a number of Project Based Learning (PBL) activities throughout the year. Students are actively engaged in creation of FWAS programming. All campuses have more than 75% economically disadvantaged students meeting the eligibility requirement for funding under this program and 84% are at risk indicating they may lack opportunity to engage additional STEM-related, fine arts and other types of activities during the afterschool hours as compared to their non-disadvantaged peers.

FWAS participants are typically students who are identified by the Texas Education Agency (TEA) as “at-risk”. TEA’s “at risk” category includes 13 categories. In addition to any of the indicator codes listed by TEA, many FWAS students have dealt with other trauma including residing in a household without basic utilities and/ or residing in a household with a less than positive role model.

FWAS will provide highly, structured enrichment programs in a safe environment with productive role models on a daily basis throughout the school year. Most elementary school programs will take place Monday –

Thursday from school dismissal until 6:00 pm. Middle school programs will take place from school dismissal until 6:30 since release time is 4:20 pm. Programs will seek to provide guidance and conversations that will ultimately lead to positive outcomes resulting in increased aptitude, increased self-esteem and significantly fewer juvenile criminal offenses from regular (attends program 45 days or more) FWAS participants.

Fort Worth ISD's Responsibilities under this Agreement include the following:

A. Educational Competence

- To provide homework assistance, tutorial, and relevant educational programs for participants which support the academic mission of the educational institution;
- To improve the awareness of the importance of learning through the involvement of educators, professional programmers, mentors and volunteers; and,
- To reduce the level of truancy through the provision of programs that foster an understanding of the importance of staying in school and that result in improved school attendance and reduction in dropouts.

B. Physical, Social and Emotional Development

- To address physical needs through the provision of after school snacks, recreation, culture and wellness activities; and,
- To involve program participants in activities that promote social development, which target specific community needs as identified by the stakeholders/grant, i.e. parents, students and educators.

C. Crime Reduction

- To reduce the number of juvenile arrests of students from targeted schools through the provision of effective programs and,
- To reduce the number of juvenile victims of crime within the attendance zones of target schools during the school day between the hours of 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. (programming hours vary by campus).

Proposal Narrative

Organization: FWISD's mission statement is "*Preparing all students for success in college, career, and community leadership*" FWAS programming falls into FWISD Goal 2.1 "Provide schools with the resources and training needed to meet students' social-emotional needs and maintain safe and productive learning environments." And the Objective of Goal 2.1: "Utilize best practices in Positive Behavioral Interventions and Supports (PBIS), Response to Intervention (RTI), Restorative and Trauma Informed Practices and Social Emotional Learning (SEL) strategies." A well-defined needs assessment process, developed over the last 19 years

by administrative and evaluation staff, allows program staff to identify and target those students most in need of academic, social emotional, behavioral, and physical support. The needs assessment process is ongoing and data are updated regularly to assess progress and to make program adjustments to ensure that objectives are met. In addition to identifying academic and social needs of students, campus staff regularly poll students regarding desired activities. FWAS uses surveys, focus groups, suggestion boxes and other means to encourage students to actively participate in activity planning. Program staff collaborates with school staff to determine how desired activities will align with school day instruction. Family Engagement Specialists have utilized written surveys, web-based polls such as Kahoot and expressed desire of specific activities from parents and school staff to create adult activities and theme nights.

FWAS's system of student identification is so well-defined that Austin ISD and other ISDs are following suit for their respective after school programs.

Key to the Needs Assessment Data File													
Prior Year FWAS Participant	green highlight	Grades	Circles										
ED	Economically Disadvantaged - Free or Reduced Lunch	ELA	RED=<70%	YELLOW = 70%-84%	GREEN = 85%-100%								
LEP	Limited English Proficient	Math	RED=<70%	YELLOW = 70%-84%	GREEN = 85%-100%								
SE	Special Education	Science	RED=<70%	YELLOW = 70%-84%	GREEN = 85%-100%								
AtRisk	At Risk - designated by one of the 13 indicators	Social Stu	RED=<70%	YELLOW = 70%-84%	GREEN = 85%-100%								
Attendance Rates	RED=<92%	YELLOW = 92%-95%	GREEN >95%	Place and "X" if the student will be targeted for current school year									
Discipline Rates	RED= 5+ Referrals	YELLOW = 1 to 4	GREEN = 0 Referrals	Place an X in any area for which the student will be targeted for assistance in 2016-2017									
Example													
Grade	Gender	Ethnicity	ED	LEP	SE	AtRisk	FWAS	ELA	MA	SC	SS	AttendanceRate	Referrals
6c	M	H	1	1	1	1		63	72	59	70	90%	0

Identifying participants in this manner allows FWAS to target individuals at risk of becoming drop-outs and/ or possible perpetrators of juvenile crime as a result of poor school performance and a need to associate with similar individuals – who in this case would be negative influences.

Targeted population would be students who fall in the middle of the polar opposites of FWISD students. Sadly, a small number of students are assigned or are required to Alternative Education programs (AEP) and require heavy case load management. FWISD provides these services from other groups under the Student Support Services (SSS) umbrella. FWAS staff falls under the same umbrella and are able to work closely with colleagues to identify needed wrap-around services for those students who are in AEP programs. The other end

of the spectrum is those students who fall into the high performing category. These students typically receive high marks on their reports cards, attend school regularly and receive zero to few referrals. There are additional opportunities for these students as well. FWAS seeks to keep students from falling into the AEP category and boosting many others into the high performing category.

Elementary (grades 3-5) and Middle (6-8) school students will continue to make up the targeted participants. Approximately 50-60 students per school will participate in the program for a total of 3,300 participants on a daily basis.

The program will provide sixty six Title 1 FWISD schools with vibrant and robust structured activities. Program sites will be located within schools located across the entire City of Fort Worth. FWAS will not oversee schools in other ISDs but still in Fort Worth city limits. Special attention was paid at program inception to include at least one site in each of the City Council Person's District and FWISD Board of Trustee's District. A GIS map produced early in program years by FWPD staff and since retired David Garrett, illustrated the distribution of FWAS sites. A similar map has not been revised/ updated but could be upon request.

Problem and Causes: When created almost 20 years ago, FWAS was supposed to directly address school day success and juvenile crime by providing powerful role models who could influence participants and encourage them to make positive decisions. The original task force utilized resources/ information provided by FWPD, FWISD Research and Evaluation, Wallace Foundation, Weikart Foundation, National Afterschool Association, National Institute for Out of School Time, National League of Cities and other major sources to create a program that directly and indirectly addressed juvenile outcomes and behavior. The task force also utilized data from the Office of Juvenile Justice and Delinquency Prevention and Child Trends, Inc. to create programming that addressed juvenile crime.

The actual cause of juvenile crime is difficult to determine but in many cases, youth are simply emulating behavior that has been witnessed, taught or encouraged by a negative role model. Program of Research on the Causes and Correlates of Delinquency (Causes and Correlates) the Denver Youth Survey by David Huizinga, the Pittsburgh Youth Study by Rolf Loeber and the Rochester Youth Development Study by Terence p. Thornberry

available on through the Office of Juvenile Justice and Delinquency Prevention Youth may also be seeking attention and/ or suffering from some type of trauma. Additionally, youth experiment with drugs, alcohol and sexual activity during the unsupervised hours immediately following school dismissal as parents or guardians remain at work until 6:00 pm.

FWAS staff continues to stay abreast of trends and innovative programming. FWAS will directly address the prevention of juvenile crime by occupying students with productive activities on a daily weekday basis between the hours of 3:00 pm – 6:00 which have been identified as the hours of highest juvenile crime as cited by the Afterschool Alliance in association with America After 3PM and posted on their website, <http://www.afterschoolalliance.org/AA3PM/>.

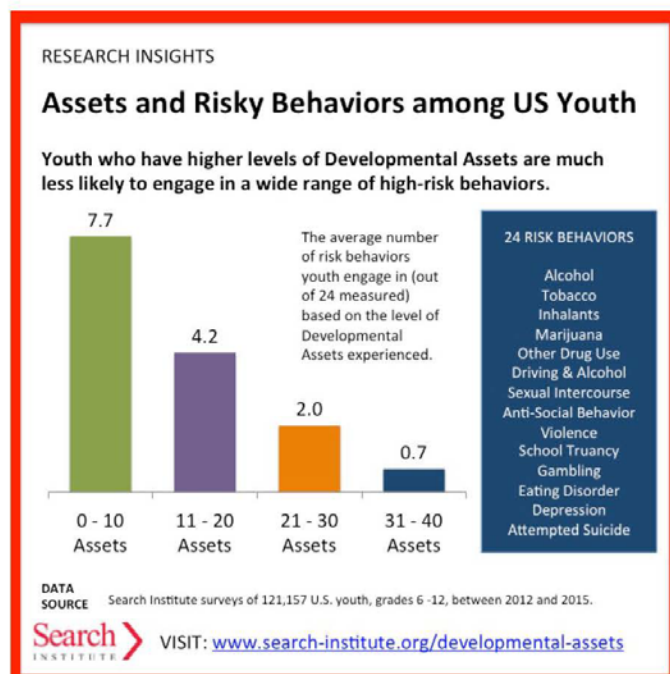
Through FWAS’s wrap around approach other areas such as violent crime, gang-related activities, safety of residents and/or youth and crime throughout Fort Worth will be impacted as student participants make positive decisions and influence others around them <https://www.childtrends.org/publications/building-protective-and-promotive-factors-in-afterschool>. Positive decisions include attending school more often and remaining off of the School Engagement School Completion Department’s “clientele” list. Students will obey school rules and not receive referrals resulting on no days missed due to school suspensions. Students will become even more familiar to school staff that will be able to provide enhanced wrap-around services. Increased student satisfaction will lead participants to encourage other students who might be “at-risk” to pursue school and not become involved in gang activity, not become pregnant, not experiment with drugs and alcohol and not commit other juvenile crime such as assaults.

FWAS also provides robust parent engagement activities to inform parents about school day and social policies and trends that positively influence the whole family. Many parents engage and trust FWAS staff enough to share specific student challenges so they might be addressed and the student performs better in school.

Program and Activities: Project Based Learning (PBL) activities will be utilized to engage students in high level activities at 33 campuses (listed in Budget Narrative). Campus-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally

designed to address student needs and student voice, aligned with state standards and developed using a planning tool such as the FWAS Unit and Lesson Plan Worksheet. Research indicates that students who regularly engage in productive PBL activities learn to communicate and work more efficiently in a team setting. This allows the students to learn conflict resolution and strategic decision making skills utilized in later life as Developmental Assets (*The Search Institute*). From the Search Institute who collaborates with the National League of Cities (Fort Worth is a participating member of NLC's efforts) <https://www.search-institute.org/our-research/development-assets/current-research-developmental-assets/>. All central FWAS Staff have been trained in the 40 Developmental Assets model.

Reducing Risks—the Protective Power of Assets: In addition to measuring Developmental Assets, the **Attitudes and Behaviors survey** also measures levels of high-risk behaviors, including the use of tobacco, alcohol, other drugs, violence, and early sexual involvement. Youth with low asset levels (0-10 assets) engage, on average, in 7.7 of 24 risk behaviors, compared to 0.7 risk behaviors among youth who experience 31-40 assets



The overall goal of the program is to help foster student's academic and personal success by improving attendance, behavior, and academics. The program objectives are:

- **Improve Academic Achievement**
- **Increase Student Attendance**
- **Improve Student Behavior and Social Emotional Learning**
- **Increase Family Outreach**

Since program inception it has been anticipated that performance outcomes would achieve the following for each objective:

Academic Indicators

- Regular students who participate for more years will improve their Grade Point Average.
- Regular students who participate for consecutive years will demonstrate improved STAAR scores

Attendance Indicators

- Regular ES participants who have been identified for participation due to poor attendance will decrease year over year until a peak is reached
- Regular MS participants will increase attendance dramatically – a base-line will be established

Behavior Indicators

- Regular participants will receive non-criminal referrals than their counterparts
- Regular participants will have fewer interactions with Fort Worth Police Officers due to alleged improper conduct
- No referrals to Tarrant County Juveniles Services for Regular participants

Social and Emotional Indicators

- Climate Surveys will be used to demonstrate increased sense of school community and belonging among regular participants

- Pre and Posttests developed with standards will demonstrate regular participants have increased sense of resilience
- Restorative Practices will be used to address negative behavior and build rapport among participants and their counterparts

Professional Learning Indicators

- FWISD Professional Learning and Innovation (PLI) will deliver Cultural Competence, Charismatic Listening and Respect Agreements for all FWAS Staff
- PLI has agreed to provide Cultural Competence, Charismatic Listening and Respect Agreements with all contracted vendors
- FWAS will provide De-Escalation and Executive Function training for all team members

Family Outreach Indicators

- Immediate family members of regular participants will attend 6, at a minimum, school/program functions
- Family Engagement Specialist (FES) will partner and leverage FWISD Family Resources to produce programming for families of afterschool participants
- FWAS Staff will continue to work with non-profit organizations and partners such as FWISD Family Resource Centers (FRC) to provide wrap around services for FWAS program participants

FWAS anticipates that juvenile criminal activity in those communities served by the program campus will realize a decrease in offenses. Further, regular program participants will not be cited by PD and will not matriculate into gang activity resulting safer communities for residents and youth. A study of long-term participation from Dr. Terri King has demonstrated that program participants score higher on their STAAR tests, school day courses, receive far fewer referrals and attend school more often. Moreover, through a shared services agreement with Tarrant County Juvenile Services (TCJS), a thorough examination revealed that no regular (45 days or more), long-term (multiple years) FWAS participant had ever been processed by TCJS. These participants

Staff Quality: Programs cannot operate without quality staff who invest in building relationships with youth. Fort Worth After School programs focus on hiring and training staff who have a genuine interest in working with district students. In addition, programs maintain a 1:15 staff to student ratio at the elementary school levels and 1:20 for middle and high schools. This ensures that staff have time to build supportive relationships with students and create open dialogue. High quality programs and well-trained staff reduce turnover and improve outcomes (“A Practitioner’s Guide: Building and Managing Quality Afterschool Programs,” Jordan, 2009). Fort Worth After School staff are trained in Restorative Practices and best practices are used throughout the sites. Activities will be supervised at all times by quality staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements.

Effective Partnerships: The relationship between students, parents, schools and communities creates a web of support for the student. The program will use quality family events to build a bridge between the school and family. In addition, partnering with community organizations allow families and students to gain greater understanding of resources in their neighborhood and broader community. Program leadership learned in year one that afterschool programs are a partner in student achievement, not the cause of student achievement. Because leadership understands the importance of partnerships, the program has been sustained over 18 years and continues to be a partner in supporting students and student outcomes.

Program Evaluation and Improvement: Continuous improvement has been built into Fort Worth After School since its inception in 2000. The evaluation model has included both formative and summative evaluation components across all years. Formatively, the program uses site observations, interim data reports, and ongoing meetings as a constant means of data collection and review. This consistent review of data allows program leadership to make changes throughout the program year addressing any issues or concerns and keeping the program on track to meet outcomes. In addition, all stakeholders are involved in the evaluation process as student, parent, staff, principals, and classroom teachers are important voices in the continued success of the program and achievement of student outcomes. The program will use annual surveys of all stakeholders to ensure that the needs

of students, parents, and schools are being met. Academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day. Afterschool research indicates that quality programs that target students with highest need, are aligned to school day learning, and engage students and families result in improved academic achievement and overall student success. While there is no magic bullet when it comes to specific activities, research generally points to a combination of academic, enrichment, cultural, and recreational/sports activities that are structured and engaging are most successful. One such study focused on the benefits of “extracurricular” activities and indicate that students who participate have better grades, are more attached to school, have lower truancy rates and reach higher levels of achievement in college (“Extra Benefits Tied to Extracurriculars,” Education Week, October 2000).

Program quality and duration are supported by multiple studies, including the Study of Promising After-School Programs (Vandell, Reisner, & Pierce, 2007) and the Longitudinal Study of Program Quality (Pierce, Bolt, & Vandell, 2010). Additionally, the Fort Worth After School program has been in place over the last 18 years, a significant study was conducted to examine the effect of persistent afterschool participation on student academic achievement. Data indicated that the more years and the more days per year a student participated in the program (regardless of the location of the program), they were more likely to pass core courses, have better school attendance, and receive fewer discipline referrals compared to those students who stopped attending or were unable to attend due to a lack of programming at their campus, (“Examining the Relationship between Persistence in Attendance in an Afterschool

Program and an Early Warning Index for Dropout,” King, Dissertation, 2013). Center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student voice, aligned with state standards using the FWAS planning tool and lesson plan worksheets. Activities will reflect academic assistance, academic enrichment, family and parental support, and college and workforce readiness. Activities found in most quality afterschool programs are based on student/community needs as well as student, parent, and staff voice. The proposed program activities will align directly to needs identified at the 66 campuses (which will include math,

reading, and other areas of concern) and should be created based on the interests of the students who will be enrolled at the campus at the time of programming. Generally, the types of activities found in quality programs include tutoring, supplemental instruction in core content areas, fine arts, community service or service learning, project based learning, computer instruction, dance, homework assistance, and leadership activities, (“The Afterschool Business-to-Business Tool Kit,” Corporate Voices for Working Families, N.D.).

At most campuses there are two distinct advantages that FWAS holds over other crime prevention programs: Time and Connections. FWAS is able to create programming as an extension of the regular school day. Students are in a familiar and safe environment from early morning to late afternoon. Being able to stay in one location provides the feeling of safety. Almost 98% of FWAS participants indicated they felt safer at school as a result of FWAS programs (2017-2018 FWAS External Evaluation, Prieto). The other program differentiator would be connections. Most students benefit from “seeing” familiar faces in the form of school day teachers. School Administration typically selects their best teachers to participate in the program to assist students with studies and enrichment programs. Students indicate that they are more engaged in school as result of their teachers in the FWAS program (2017-2018 FWAS External Evaluation, Prieto). There are many credible and high quality crime prevention programs in Fort Worth. It would be challenging to measure FWAS success versus other community partners. Instead, FWAS has always sought to collaborate with other CBOs and FBOs such as Safe Haven to enhance program quality. Fort Worth After School staff welcome new and returning Fort Worth ISD volunteers throughout the year. Parents, community and business partners are all encouraged to serve as volunteers with support from the district’s volunteer specialist (paid with local funds), family engagement specialist and program staff. A small sample of volunteers currently are: Fort Worth PD, Fort Worth FD, City of Fort Worth Health Department, City of Fort Worth Water Department, Wellman Project, Texas Workforce Commission, City of Benbrook Police and Fire Departments, retirees from various retirement housing options, Big Brothers/Big Sisters, Fort Worth Latin Police Officers Association, National Hispanic Institute, Lockheed Corporation Engineers, local universities students through sororities and fraternities, Mentor for Life from University of Texas Health Science Center, and University of Texas at Arlington Robotics program.. It is through

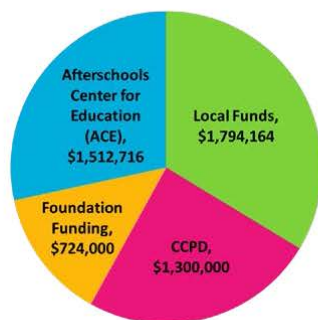
extensive and prolonged Collective Impact efforts that Fort Worth will realize real positive change in Juveniles we seek to target.

For nineteen years, the program has been funded through three main sources of funding: FWISD local revenue, City of Fort Worth (CCPD) and the Texas Education Agency (Grants) and has been free to all participants. FWAS long-term strategy includes sustaining the program through the addition of grant funds, funding from FWISD local revenue and other compensatory education funds. FWISD Board of Trustees have demonstrated their confidence in the program by awarding additional funds as evidenced by their decision to sustain 10 sites that rolled off the 21st Century, Cycle 7 grant in 2015. In addition to its commitment of \$1.1M to direct programming, FWISD provides funding for salaries (5 Central support) and all in-kind services such as building maintenance and utilizes. CCPD funds are necessary to fund 33 of the total 66 sites. The successful partnership between FWISD and the City of Fort Worth is unique and has not been replicated in the United States. FWAS Staff are asked to discuss the unique partnerships at national conferences and other venues. Officials in Houston and Dallas have been among the requestors in the past three years.

In the past, the District has been successful in identifying funding sources to support sustainability of grant funded projects. State and Federal grant funds have been key, and FWISD plans to continue to aggressively seek additional grant awards.

The following illustrates FWAS funding for the 2017-2018 school year:

Fort Worth After School Funding



The Senior Officer of Grants and Development will lead the search for funding to support aspects of the project that require ongoing funding. And though no funds are allocated, FWAS staff oversees administration of the Texas Department of Agriculture's full dinner meals program for the entire District. FWAS programs served more than 500K full dinners for SY 2017-2018. It is anticipated that more than 600K meals will be served during the 2018-2019 SY.

PROGRAM ACTIVITIES SUMMARY AND SCHEDULE

#	List Measureable Program Activities and Method of Tracking	Goal	Frequency of Activity	How does this activity relate to the causes of the problem listed in Question #5
1.	Homework Assistance / Tutoring/ Reading Club (Mayor's Reading Initiative); Class reports in FWAS web-based system	3,906	Daily for 45 mins. – 1 hour	Improved school performance leads to increased self-esteem and confidence; desire to participate and attend school more often decreased truancy; more time with positive role models
2.	College and Career Portfolio/ Exploration; College campus visits; College student mentors	Regular participants to create portfolios; 1100	1 x month	Participants understand the importance of college and/ or trade; volunteer will present and students will visit college campuses (virtual or tangible); positive role models and occupying time of participants Student participants will value the importance of education and understand that long term success will require them to avoid destructive behaviors and not to commit juvenile criminal offenses.
3.	Exploration into STEAM projects	Complete and participate in 3 special projects; 1100 participants	Various times throughout the year	Makers Space and experiential opportunities such as Road Warrior (soap box car), Boat Regatta, Gossip Girls, Recycled Art, Mayfest (visual and performing arts); all opportunities for students to engage in school and become involved in community. Students will be challenged and understand that volunteers and community members are more likely to assist juveniles without criminal records.
4.	1 Thing Better Leadership Track	1x per month; 1100 participants	1 x month in various forms	4H, Toatsmasters, Safe Haven, FWPD for Restorative justice, Restorative practices, Courageous Conversations, Fidelity sponsored trip to Washington DC; Students become empowered to succeed and receive lessons from professionals. Student participants will comprehend vital importance of remaining focused and that the number of opportunities increase exponentially when they do not possess a criminal record. This will discourage negative behaviors and positively influence peers.

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5.	Parent Activities; FWAS web-based system	325	A minimum of one activity per site per month	Engage parents in their student's education; share scope and sequence of Pacing guidelines; parents understand importance of bringing student to school on time (similar to professional work environment)Parents will become more aware of negative risk factors and be able to identify these factors so they can reach out to ISD personnel who will be able to provide wrap-around services for students and families in need.
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Organization: Fort Worth ISD Program Title: FWAS

* The CCPD Board and/or evaluation committee may request modifications or additions to the activities measured as a condition of award.

PROGRAM EFFECTIVENESS MEASURE SUMMARY

Organization: Fort Worth After School **Program Title:** FWAS

	List Effectiveness Measures And Method of Tracking	List the related activity measure #	How does the Effectiveness Measure achieve the CCPD goal(s) listed in Question #6?
1.	Regular FWAS participants will attend school more often. They will attend school 95% (ES) and 90% (MS) or more of possible school days. FWAS web based attendance system	95%/ 90%	Students become engaged in school and understand the importance of attending regularly for success; attend the after school program and not involved in criminal or nefarious activity
2.	75% of regular FWAS participants will pass 100% of enrolled courses at the end of the school year. FWISD Data Warehouse	75%	Significantly raise grades and inspire students to challenge themselves and will begin to make decisions that lead to positive outcomes and will not require FWPD contact. FWPD will recognize lower incidents of juvenile crime and provide stories of success.
3.	Regular participants will receive fewer student office referrals than their counterparts. Baseline will be established and measures will include 60, 90 and 120 day participants. FWISD Data Warehouse and FWISD Student Discipline	Ideal number would be zero; as days increase see fewer referrals	Good behavior begets great behavior and outcomes; students begin to make wise choices and understand consequences to negative choices; FWPD will be invited to continue speaking with students regarding positive choices and discussing Restorative Justice as in prior years.
4.	75% of parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys. FWAS surveys on Qualtrics	75%	Parents become more engaged in students school experience; parents become involved in PTA/ PTO and actively participate in students education; changing cultural norms Parents will understand the consequences of their students negative behavior and will be more vigilant of idle time. FWPD will be invited to speak and connect with parents providing a bridge to communication and reducing juvenile crime.

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Exhibit B

FWAS is proposing to provide sub awards to Clayton Youth Services (\$553,112), YMCA (\$592,620), The Confidence Group (\$79,016), Camp Fire USA (\$39,508) and Rosemont MS (\$35,744) to provide FWAS programming during the 2019-2020 School Year. Contract Providers would be responsible for staffing and providing programming according to FWAS Program Standards and Guidelines. Total sub awards amount would be \$1,300,000. Specific program dates and cost breakdown for elementary and middle school sites have been included below. Reimbursable expenses include compensation for personnel, supplies, field trips, parent events, contracted fine arts and enrichment providers and administrative expenses. Funds are necessary to provide quality staff who will implement structured after school enrichment programs and complete necessary paperwork for program fulfillment.

A. Direct - Personnel

Position	Annual Salary	FTE	Total
Degreed Certified Teacher (Extra Duty Pay)	\$23.10		\$ 5,208
Degreed Certified Teacher (Extra Duty Pay)	\$23.10		\$ 5,208
Degreed Certified Teacher (Extra Duty Pay)	\$23.10		\$ 5,208
Degreed Certified Teacher (Extra Duty Pay)	\$23.10		\$ 5,208
Degreed Certified Teacher (Extra Duty Pay)	\$23.10		\$ 5,208
Total Budget			\$ 26,040

Budget Explanation: Rosemont MS is the only CCPD funded, FWAS site which will utilize school day staff and require personnel funds. Program staff will be comprised of regular school-day degreed, certified teachers that will receive extra-duty pay at a rate of \$21.00 per hour. This rate is dictated by the FWISD HCM's approved rates of pay. This is a non-negotiable. Rosemont MS will also utilize funds for supplies, contractors and participate in service learning projects which require transportation funds.

B. Direct - Fringe Benefits

Position	Extra Duty Pay	Fringe	Total
Degreed Certified Teacher	\$21.00	10.0%	\$ 520.80
Degreed Certified Teacher	\$21.00	10.0%	\$ 520.80
Degreed Certified Teacher	\$21.00	10.0%	\$ 520.80
Degreed Certified Teacher	\$21.00	10.0%	\$ 520.80
Degreed Certified Teacher	\$21.00	10.0%	\$ 520.80
Total			\$ 2,604

Budget Explanation: Rosemont MS will be included again as a Site-based Campus. Degreed, Certified Teachers manage this site. There will be 5 teachers on a daily basis. They may pull from

inexpensive digital camera (\$110) for a class in social media/ visual art project. The total amount reflects a cost of approximately .30 per student per day of programming (\$3,348 / 100 students/ 124 days of programming). Awards and Incentives limits are aligned with TEA guidelines and allow for small items that do not exceed \$2.00 each for students. Awards/Incentives may include ribbons, certificates, etc.

F. Direct - Consulting/Contracted Services

Consulting/Contracted Services	Year 1
Partial Service Provider (Carolyn West, Next Gen Dance, etc.)	\$ 3,000
Total Budget	\$ 3,000

Budget Explanation: Rosemont MS will partner with one or two partial providers such as Carolyn West or NextGen dance to provide specialized fine arts programming if the campus art or music teacher is unable to assist with programming. They may choose to utilize Unlimited Sports and Education for outdoor activities if Texas parks and wildlife is unable to assist this year. Fees for partial providers range from \$65 per hour to \$185 per hour. All have been vetted and have been required to respond to a posted Bid (17-045) on the FWISD’s Purchasing website.

G. Direct – Sub-Awards

Sub-Awards	Year 1
Camp Fire of Tarrant County	\$ 39,508
Clayton Youth Services	\$ 553,112
The Confidence Group	\$ 79,016
YMCA	\$ 592,620
Total	\$ 1,264,256

Budget Explanation:

The total amount represents contract sub- award amounts to After-School Program Service Providers for oversight at 31 campuses for the 2019-2020 school year. After-School Program Service Providers will provide all programming from school dismissal until 6:00 (ES) or 6:30(MS). Fort Worth ISD will be responsible for reviewing and monitoring budgets for each of its Sub-Awards and will report the budgets of each of these After-School Program Service Providers to the City.

H. Direct - Occupancy

Occupancy	Year 1
Total Budget	\$ -

Budget Explanation: N/A

Indirect Costs

Indirect Expense	Total Budget	Indirect Rate	Year 1
Total			\$ -

Budget Explanation: N/A

Budget Spreadsheet	
Revenue	
Total Revenue	\$1,300,000.00
Expense	
A. Salary	\$26,040.00
B. Fringe Benefits	\$2,604.00
C. Travel	\$500.00
D. Equipment	\$0.00
E. Supplies	\$3,600.00
F. Contract/Consultant	\$3,000.00
G. Sub-Grants	\$1,264,256.00
H. Occupancy	\$0.00
Direct Expense Sub-total:	\$1,300,000.00
Indirect Expense (maximum 10% of direct expense)	\$0.00
Total Expense	\$1,300,000.00
Net Project Cost	\$0.00

EXHIBIT D: PROGRAM ACTIVITIES
MONTHLY PROGRAM ACTIVITIES REPORT
 Fiscal Year 2020

Current Reporting Month	
Submitting Agency	Fort Worth After School
Contact Name	Miguel Garcia, Jr.
Phone Number and Email	817.815.2950 miguel.garcia24@fwisd.org
Remit Address	2901 Shotts Street, Fort Worth, 76107

	Activity	Current Month Total	To Date Total	Year End Goal
1	Number of unduplicated participants at 33 CCPD funded sites:			1,600
2	Number of regular participants at 33 CCPD funded sites. Regular participants attend the program 45 or more days of possible programming days.			1,100
3	Number of Homework Assistance/ Tutoring hours provided to students at 33 CCPD funded sites. Each site will provide, at a minimum, one hour of homework assistance at each site.			3,906
4	Percent of CCPD funded sites (33 sites) that will meet required ADA of 50 students per site at end of program year - May 2019.			100%
5	Number of school office referrals for regular participants with 120 days of program participation (ES,MS)			50
6	Number of College Dream Plans created by regular students at 33 CCPD funded sites. Each Regular Student will be required to complete and manage/ update portfolio.			1,100
7	Number of Parent Activities at 33 CCPD funded sites (Each site is required to host a minimum of 4 programs each year).			325
8				

I have reviewed this report and certify that the measures provided are accurate and appropriately reflect the CCPD goals set forth in the contract.

Authorized Signatory

Signatory Title

Date

EXHIBIT E: EFFECTIVENESS MEASURES
QUARTERLY PROGRAM EFFECTIVENESS REPORT
 Fiscal Year 2020

Current Reporting Quarter	
Submitting Agency	Fort Worth After School
Contact Name	Miguel Garcia, Jr.
Phone Number and Email	817.815.2950 miguel.garcia24@fwisd.org
Remit Address	2901 Shotts Street, Fort Worth, 76107

Please include status report that describes how measure was accomplished for each quarter.

Effectiveness Measures and Quarterly Outcomes	
Measure 1	Regular FWAS participants will attend school more often. They will attend school 95% (ES) and 90% (MS) or more of possible school days.
Status Report	
Measure 2	75% of regular FWAS participants will pass 100% of enrolled courses at the end of the school year.
Status Report	
Measure 3	Regular participants will receive fewer student office referrals than their counterparts. Baseline will be established and measures will include 60, 90 and 120 day participants.
Status Report	
Measure 4	75% of parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.
Status Report	

I have reviewed this report and certify that the measures provided are accurate and appropriately reflect the CCPD goals set forth in the contract.

Authorized Signatory	Signatory Title	Date

**Exhibit G
CORRECTIVE ACTION PLAN**

In order to complete this form, please pull out the finalized Monitoring Results. Please detail the intended actions and timeline in which the correction action will be completed. It is advisable that all corrections to procedure be formalized by a policy document approved by the governing board. Additional instructions are below.

ITEM ID	MONITORING FINDING	CORRECTIVE ACTION	RESPONSIBLE PERSON	TARGET COMPLETION DATE

Authorized Representative Signature

Date

Name of Authorized Representative

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE DATA SHARING AGREEMENT (FOR EDUCATIONAL RESEARCH PURPOSES) BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CICERO GROUP, AN EXTERNAL EVALUATOR

BACKGROUND:

Cicero Group is doing a systemic evaluation of the Accelerating Campus Excellence initiative (ACE, also known as Leadership Academy Schools in FWISD) across districts (Dallas, Fort Worth, Garland, Richardson, El Paso, Plano, Crowley, Lubbock, Aldine, and Pflugerville) to determine which program components, district factors, and campus characteristics have the largest impact on student achievement.

STRATEGIC GOAL:

Goal 1: Student Achievement

ALTERNATIVES:

1. Approve Data Sharing Agreement (for educational research purposes) between the Fort Worth Independent School District and The Cicero Group, an external evaluator.
2. Decline to Approve Data Sharing Agreement (for educational research purposes) between the Fort Worth Independent School District and The Cicero Group, an external evaluator.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Data Sharing Agreement (for educational research purposes) between the Fort Worth Independent School District and The Cicero Group, an external evaluator.

FUNDING SOURCE

Additional Details

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

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

Data for all campuses with focus on Leadership Academy Schools

RATIONALE:

This study will help FWISD understand which components of the ACE initiative/Leadership Academy initiative have the greatest impact on student outcomes. FWISD may use the results of the study to inform instructional strategies for improving educational instruction and outcomes in the District. Understanding how ACE components were implemented within and across districts & campuses, with any differences in implementation (ex: how the extra hour of instruction was used) will help FWISD understand how the ACE components impact student outcomes. Teacher and student data are necessary to accurately assess and account for any differences in student outcomes.

INFORMATION SOURCE:

Karen Molinar

**DATA SHARING AGREEMENT
(FOR EDUCATIONAL RESEARCH PURPOSES)**

BETWEEN

THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

AND

The CICERO GROUP

1. Introduction

1.1 This Data Sharing Agreement for Educational Research Purposes (the “Agreement”) is made between the Fort Worth Independent School District (“District”) and the Cicero Group (“Researcher”). The District and Researcher may be referred to individually as a “Party,” and collectively as the “Parties.”

2. Purpose

2.1 The purpose of this Agreement is to:

2.1.1 Establish a working relationship between the District and Researcher;

2.1.2 Identify the research study that Researcher will perform to provide a systemic evaluation of the Accelerating Campus Excellence initiative (ACE, also known as Leadership Schools in FWISD) across districts (DISD, Fort Worth, Garland, Richardson, El Paso, Plano, Crowley, Lubbock, Aldine, and Pflugerville) and determine which program components, district factors, and campus characteristics have the largest impact on student achievement. We will examine primary and secondary outcomes, program design and the effectiveness of individual program components, and implementation;

2.1.3 Authorize the use of specified student and/or employee information to Researcher for use as described herein;

2.1.4 Protect against unauthorized use, disclosure, and access to personally identifiable student information (“PII”).

2.2 The Parties agree that these purposes serve a bona fide educational purpose and that Researcher has a legitimate educational interest in accordance with 34 C.F.R. § 99.31(a) and as further described below.

3. Process of Collaboration

3.1 Each Party shall ensure that all research and/or projects adhere to each Party’s respective institutional guidelines and policies. A description of data fields and files to be accessed

or requested, including but not limited to PII, are provided in Exhibit A. Researcher shall be solely responsible for obtaining any necessary review and approval by an institutional review board for research studies involving human subjects, if applicable.

4. Research Studies to Improve Instruction

4.1 The District has a need for a research study to understand which components of the ACE initiative have the greatest impact on student outcomes, and wishes to authorize Researcher to receive certain data, including STAAR data, other student test scores, teacher evaluation scores, student and teacher demographics, campus leadership effectiveness scores, demographics, tenure, etc. for the purpose of conducting a research study (the “Research Study or Research Studies”).

4.2 The Research Study will focus primarily on the differences, if any, in how various ACE components were implemented across campuses and across districts and how these potential differences impact student outcomes. Researcher’s research team will use District data to perform a regression analysis. The Research Study may be used by the District to inform instructional strategies for improving educational instruction and outcomes in the District, and for any other educational purpose as determined by the District. The Research Study may also consist of analyses intended to be useful to the District in informing education policies, strategies and practices.

4.3 Researcher will provide research and analysis to the District that will primarily focus on how ACE components were implemented within and across districts and if any differences in implementation (ex: how the extra hour of instruction was used) impact student outcomes. Researcher will use District data to understand how the ACE components impact student outcomes. Teacher and student data (demographics, test scores, effectiveness ratings, tenure, etc) is necessary to accurately assess and account for any differences in student outcomes.

4.4 Subject to the provisions of Section 6, Researcher will NOT share, present, or publish District-specific data and results with any entity except the District, unless Researcher obtains written approval by the District.

5. Scope of Data to be Disclosed

5.1 The District will share a number of raw data files and fields as listed in Exhibit A. Should Researcher require other data elements in addition to those listed in Exhibit, the Parties will mutually agree in writing to amend Exhibit A to include descriptions of those additional data elements. Notwithstanding anything to the contrary, the District will not provide (and Researcher will not request) any student’s and/or employee’s social security number. The particular data files and fields to be shared will be specified and outlined in Exhibit A and will depend upon the nature of the questions to be addressed by Researcher.

5.2 All Research Studies and research activities by Researcher must be administered with minimal intrusion on instructional time.

5.3 Exhibit A shall identify all Researcher officers and employees, having a legitimate interest, who will have access PII as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 C.F.R. § 99.3, during the Research Study and shall specifically identify the Researcher officer or employee whom Researcher has designated to be the custodian of the PII obtained from the District for the project. All Researcher personnel who have access to PII shall be appropriately trained by Researcher to maintain the confidential nature of PII and comply with applicable legal obligations under FERPA, Texas law, and this Agreement.

5.4 Researcher will use PII shared under this Agreement for no purpose other than to meet the objectives of the Research Study. Non-PII will be used by Researcher for purposes defined in this Agreement and may be used by Researcher, in aggregate form.

6. Limitations on Use

6.1 The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by the District, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations 34 C.F.R. § 99.1 et seq. The District has determined that Researcher has a legitimate educational interest in the educational records, as that term is defined under FERPA, of those students included in the research being conducted by Researcher under this Agreement, and that Researcher is the agent of the District solely for the purpose of conducting research studies under this Agreement and as authorized by FERPA. Researcher and any third-party affiliated researchers shall maintain the confidentiality of student educational records and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.

6.2 Access by Researcher to District data shall be governed by this Agreement, and Researcher may not use PII for any purpose other than the purpose outlined in this Agreement.

6.3 Notwithstanding any other restriction contained herein, Researcher shall have the right to present, publish, or use District data gained in the course of conducting the Research Study, in aggregate form, subject to the provisions of this Section 6, only if such disclosure does not contain PII. Accordingly, any publication or dissemination of data by Researcher will be reported in the aggregate and converted to de-identified information. “De-identified information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student’s name; the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as the student’s social security number, student number, or biometric record; other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Researcher or the District reasonably believes knows the identity of the student to whom the education record relates. Researcher may not present or publish data comparing or listing specific districts and/or school-specific information without written District approval, provided that Researcher may share such data with individuals and/or

organizations who are disclosed to and approved by the District, in writing, and who have executed a written confidentiality agreement with Researcher agreeing not to share or disseminate such information provided by Researcher.

6.4 Researcher will not share, present, or publish District-specific data and results that contain PII with any entity except the District, unless authorized in writing by the District. Notwithstanding the foregoing, Researcher shall be permitted to publish and present a Research Study or reports in aggregate form, with no PII, with all other participating states, county districts, and/or schools.

6.5 Researcher shall cooperate with the District as to any reasonable request to review Researcher's compliance with the terms of this Agreement.

7. Confidentiality of Personally Identifiable Information

7.1 Researcher agrees to maintain the confidentiality of student information throughout all stages of conducting the Research Studies, including the final version of the Research Studies, by implementing reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Tex. Bus. & Com. Code Chapter 521 (to the extent applicable).

7.2 Student PII will be collected, stored, transmitted, and disposed using the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with this Agreement; (ii) as provided above, PII will be restricted in its distribution and accessibility such that only researchers and other authorized person(s) who have agreed to the confidentiality terms of this Agreement may access the data; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed through secure means such as shredding paper files and erasing electronic files.

7.3 Researcher will not bear responsibility for safeguarding information that is publicly available, that is not an education record or PII, that is obtained by Researcher from third parties without restrictions on disclosure and is not obviously PII, or is required to be disclosed by order of a court or other governmental entity.

7.4 Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this Agreement, Researcher shall not provide any District data obtained under this Agreement to a third party without the prior written authorization of the District.

7.5 Researcher stipulates that this Agreement does not convey ownership of the District data to Researcher. The District retains ownership of the PII that it provides pursuant to this Agreement.

7.6 If Researcher becomes aware of a disclosure or security breach concerning any District data covered by this Agreement, Researcher shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in Tex. Bus. & Com. Code §§ 521.002, 521.053, Researcher shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the District’s sole discretion, result in the District’s immediately terminating this Agreement.

8. Term and Termination

8.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on July 1, 2020. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.

8.2 Either Party may terminate this Agreement for any reason by giving 30 days’ written notice of termination to the other Party.

8.3 Upon termination, Researcher will work without unreasonable delay to securely delete, destroy, or return any and all data files and hard copy records to the District that contain PII and remove any other PII from Researcher’s computer system. If requested, Researcher shall provide the District with an affidavit from an authorized officer of Researcher confirming the deletion, destruction or return of data and files containing PII as soon as the action is complete.

9. Financial Arrangements

9.1 Researcher will not charge the District for the work being performed under this Agreement. The District agrees as consideration that Researcher will be able to use data collected for and on behalf of the District for Researcher’s analyses and the Research Studies in a manner consistent with this Agreement.

9.2 It is understood that each Party shall be responsible for its own expenses. Neither Party is precluded from independently seeking funding to promote the stated goals and objectives of this Agreement. It is further understood that each Party shall budget and expend such funds in accordance with respect to their institutional policies.

10. Notices

10.1 The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Data Sharing Agreement
Fort Worth Independent School District
Page 5 of 10

Name: Sara Arispe
Title: Associate Superintendent
Address: 100 N. University Dr.
Fort Worth, TX 76107
Email: Sara.Arispe@fwisd.org

For the Researcher:

Name: Catherine Jaynes
Title: Partner
Organization: Cicero Group
Address: 35 N Rio Grande St
Salt Lake City, UT 84101
Email: cjaynes@cicerogroup.com

11. Right to Audit

11.1 The District through its employees or agents, shall have the right to audit Researcher's compliance with this Agreement. The District shall give Researcher five (5) business days' notice of its intent to audit Researcher's compliance. Researcher shall cooperate fully with such audit.

12. Responsibility for Improper Disclosure of Personally Identifiable Information

12.1 Researcher shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of Researcher, its board members, officers, employees, contractors, or agents. Researcher agrees to indemnify the District and hold the District harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of Researcher, its board members, officers, employees, contractors, or agents, and to defend the District against such claims for damages. The parties agree that the terms and requirements of this Section 12 survive the expiration of the term of this Agreement.

13. Miscellaneous Terms

13.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

13.2 Neither the District nor Researcher shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

13.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

13.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

13.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

13.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

13.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.

13.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.

13.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.

13.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.

13.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.

13.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between Researcher and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.

13.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

13.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

13.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.

13.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

13.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

13.18 The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Researcher signify that each Party understands and will comply with the conditions stated above.

Cicero Group

By: _____
Name: Catherine Jaynes
Title: Partner
Date: _____

Fort Worth Independent School District

By: _____
Name: Sara Arispe
Title: Associate Superintendent
Date: _____

Approved as to Form:

Fort Worth Independent School District
Legal Counsel

**Appendix A
DATA SHARING AGREEMENT
(FOR EDUCATIONAL RESEARCH PURPOSES)**

BETWEEN

THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

AND

The CICERO GROUP

Appendix A authorizes **CICERO GROUP** operating under the executed **DATA SHARING AGREEMENT** between Cicero and the Fort Worth Independent School District (the “District”) to access and analyze student level data for the following:

PROJECT TITLE: EVALUATING THE IMPACT OF THE ACCELERATING CAMPUS EXCELLENCE (ACE) PROGRAM ON STUDENT ACHIEVEMENT

PROJECT DURATION: AUGUST 2019 – JULY 2020

PURPOSE: The purpose of this project is to conduct a systematic evaluation of the ACE program across districts with respect to both primary and secondary outcomes, program design, the effectiveness of individual program components, and the quality and consistency of program delivery to better understand the programmatic elements that most significantly influence student achievement.

DATA CONTAINED IN THE FOLLOWING SCHOOL YEARS: 5 school years: ’18-’19, ’17-’18; ’16-’17;’15-’16; ’14-’15

SCHOOLS FOR WHICH DATA IS REQUESTED: All FWISD elementary and middle schools, including Leadership Academies.

SPECIFIC DATA FIELDS/FILES TO BE ACCESSED FOR THIS PROJECT:

Campus	Principal	Teacher / Classroom	Student
Unique Identifier	Unique Identifier	Unique Identifier	Unique Identifier
Student Attendance Records (raw data which Cicero can aggregate)	Effectiveness (State Instruments)	Effectiveness (State Instruments)	STAAR Scores
Teacher Attendance Records (if available)	Demographics (race, ethnicity, gender/sex if available)	Teacher Demographics (race, ethnicity, gender/sex)	Demographic (race, ethnicity, gender/sex) and Program Participation (ESL, Free/Reduced Lunch)
Student Voice Surveys / Climate Surveys	Tenure (Years in school administration, years at current campus, if available)	Subjects Taught / Course Schedules (raw data which Cicero can aggregate to determine retention rates)	Discipline Incident (raw data which Cicero can aggregate to determine retention rates)
			Enrolled Grade

CICERO PERSONNEL WITH ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION:

The following Cicero personnel and/or its agents have a legitimate interest in having access to the personally identifiable information involved in this project and will have such access:

- Catherine Jaynes PhD., Partner
- Tyler Hardy, Principal
- Leighton Watts, Associate
- Russell Clemons, Associate
- Jacob Allen, Partner

Cicero has designated Catherine Jaynes, Partner to be the custodian of PII for this project.

INCORPORATION WITH ANNUAL AGREEMENT

The District and Cicero agree that the Annual Agreement (also known as the “Data Sharing Agreement”) in effect at the time this Project Authorization is executed is incorporated by reference into this Project Authorization, and that this Project Authorization is incorporated by reference into the Annual Agreement.

FORTH WORTH INDEPENDENT SCHOOL DISTRICT

CICERO GROUP

By: _____

By: _____
Partner

Date: _____

Date: _____

RETURN THIS SIGNED DOCUMENT TO: Catherine Jaynes, via email: cjaynes@cicerogroup.com

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

**TOPIC: RATIFY AUTHORIZATION TO AWARD DATA SHARING
AGREEMENT AND PROCESS**

BACKGROUND:

The Elementary Literacy Department in conjunction with the NCAA Organization has acquired the services of Helper Helper, a reading minutes tracking solution. Helper Helper will monitor the reading minutes as elementary district campuses compete in the Readers Become Leaders contest. Helper Helper has been in business for 7 years and is used by over 400 educational institutions. For the NCAA Readers Become Leaders program, a contact from each participating school will log in to Helper Helper (www.helperhelper.com) and record the total minutes for each class in the school. There is no student information in Helper Helper; however, their reporting is allowing the District the ability to easily pull total minutes read for all participating schools and grade levels. Readers Become Leaders is a partnership between NCAA Team Works, Scholastic, City of Fort Worth, Fort Worth Sports, and FWISD Literacy Department to encourage students to read and earn rewards for outside of school reading.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Ratify authorization to award data sharing agreement and process
2. Decline to Ratify authorization to award data sharing agreement and process
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Ratify authorization to award data sharing agreement and process

FUNDING SOURCE

Additional Details

No Cost

COST:

\$0.00

VENDOR:

Helper Helper, LLC

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary Campuses

RATIONALE:

The purpose of the Data Sharing Agreement is to outline the responsibilities and commitments of each organization in providing the data. An elementary campus' designee will upload the campus name, grade level, and class number of minutes. FWISD elementary campuses will participate in the NCAA Readers Become Leaders Reading Competition. The winning campuses will win a visit to see the NCAA Girls Gymnastics Competition.

INFORMATION SOURCE:

Jerry Moore

DATA SHARING AGREEMENT AND PROCESS

This Data Sharing Agreement and Process (the "Agreement") is made between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas ("District" and/or "FWISD") and Helper Helper LLC ("ORGANIZATION"). The District and ORGANIZATION may be referred to individually as a "Party," and collectively as the "Parties."

1. PURPOSE

- 1.1 The purpose of this Agreement is to outline the responsibilities and commitments of each organization in providing the Data outlined in Table 1 and 2 of this Agreement. The Data Sharing Process will be, as follows:
 - A. Campus designee will upload the campus name, grade level, and class number of minutes. FWISD will participate in the NCAA Readers Become Leaders Reading Competition. Campuses will win a visit to see the NCAA Girls Gymnastics Competition. In addition, campuses will receive pizzas and classrooms will receive rewards for participation. (No specific student data will be shared only reading minutes).

2. TERM AND TERMINATION

- 2.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on July 1, 2020. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 2.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice of termination to the other Party.

3. STUDENT INFORMATION

- 3.1 Student Information– ORGANIZATION will only access and utilize FWISD student information as authorized and detailed in this Agreement. Data will be accessed using FWISD assigned student identification numbers.
- 3.2 Personally Identifiable Information. As used in this Agreement, "Personally Identifiable Information" or "PII" means that student information identified as such in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3;
- 3.3 De-identified Information. As used in this Agreement, "De-identified Information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable

certainty; or information requested by a person who ORGANIZATION reasonably believes knows the identity of the student to whom the education record relates; and

- 3.4 The Parties understand that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

4. METHOD OF DATA ACCESS OR TRANSFER

The requestor and its agents will establish specific safeguards to assure the confidentiality and security of individually identifiable records or record information. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information.

5. CONFIDENTIALITY

To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA and the Protection of Pupil Rights Amendment ("PPRA").

6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

- 6.1 With the exception of the terms and conditions of paragraph 11 to this Agreement and to the extent permitted under Texas law, ORGANIZATION shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of ORGANIZATION, its board members, officers, employees, or agents. ORGANIZATION agrees to indemnify FWISD and hold FWISD harmless for any damages caused by the improper disclosure of PII, to the extent caused by the conduct of ORGANIZATION, its board members, officer, employees, or agents, and to defend FWISD against such claims for damages.
- 6.2 The Parties agree that the terms and requirement in this Section survive the expiration of the term of this Agreement.

7. ASSURANCES AND NOTIFICATIONS

- 7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall immediately notify the other Party.

- 7.2 ORGANIZATION shall notify FWISD immediately if ORGANIZATION determines or knows that PII has been improperly disclosed to ORGANIZATION personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source.
- 7.3 ORGANIZATION shall notify the FWISD immediately if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from FWISD. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

8. GENERAL CONDITIONS

- 8.1 To effect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, both Parties agree:
 - 8.1.1 To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform *each other* of such efforts. Nothing in this agreement shall be construed to allow Parties to maintain, use, disclose, or share student record information received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
 - 8.1.2 That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, Parties shall designate an official to act as temporary custodian of the data received by Parties pursuant to this Agreement and the contact person for all matters related to this Agreement. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this Agreement.
 - 8.1.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Parties shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under this Agreement.

- 8.1.4 That personally identifiable information collected and shared is confidential. ORGANIZATION will not disclose data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual student.
- 8.1.5 To not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- 8.1.6 ORGANIZATION is not authorized to continue research using the data obtained under this Agreement upon the termination of this agreement. ORGANIZATION will destroy all data obtained under this Agreement and amendments to it when no longer needed.
- 8.1.7 That Parties have the right, to present, publish, or use the data that they have gained in the course of the research under this Agreement, but the ORGANIZATION may only present, publish and use the data in an aggregated form, converted to De-Identified Information, with no Personally Identifiable Information. ORGANIZATION may share such information with the other Party's partners who have executed a written confidentiality agreement with the other Party agreeing not to share or disseminate such information provided by the other Party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for and all state and federal laws have been complied with;
- 8.1.8 ORGANIZATION agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results for FWISD's review, comment, and approval at least fourteen (14) days prior to submission of a manuscript, or abstract for publication, or the date of the presentation. Lack of response by FWISD to ORGANIZATION by the proposed publication date will be considered approval of the publication as presented. If there are no changes to the data presented, only changes to the layout and design of the publication, then the fourteen (14) day approval is waived.
- 8.1.9 That ORGANIZATION will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this Agreement. Each agency reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students.

- 8.1.10 That ORGANIZATION will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement. Non-Personally Identifiable Information provided to ORGANIZATION will only be used by ORGANIZATION for purposes defined in this Agreement;
- 8.1.11 ORGANIZATION will destroy or return all data files and hard copy records to FWISD that contain Personally Identifiable Information and purge any copies for such data from its computer system:
 - (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
 - (2) Within five (5) business days after Personally Identifiable Information is no longer needed for the purposes stated in this Agreement.
 - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.
- 8.2 ORGANIZATION understands that this Agreement does not convey ownership of FWISD's data to ORGANIZATION. Any and all data shared by FWISD pursuant to this Agreement and/or any Project Authorization is, and always will remain, the sole property of FWISD.
- 8.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by each Party pursuant to this Agreement:
 - 8.3.1 Access to the information provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement;
 - 8.3.2 The Parties will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - 8.3.3 The Parties will protect information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

9. FINANCIAL ARRANGEMENTS

- 9.1 ORGANIZATION will not charge the District for the work being performed under this Data Sharing Agreement.
- 9.2 It is understood that each Party shall be responsible for its own expenses relating to the work performed under this Data Sharing Agreement. Neither Party is precluded from independently seeking funding to promote the stated goals and objectives of this

Agreement. It is further understood that each Party shall budget and expend such funds in accordance with respect to their institutional policies.

10. NOTICES

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Cherron Ukpaka
Title: Elementary Literacy Director
Address: 100 N. University Dr.
Fort Worth, TX 76107
Email: cherron.ukpaka@fwisd.org

For the ORGANIZATION:

Name: Krista Clement
Title: CEO
Organization: Helper Helper LLC
Address: PO Box 13396
Denver CO, 80201
Email: Krista@helperhelper.com

11. RIGHT TO AUDIT

The District through its employees or agents, shall have the right to audit ORGANIZATION's compliance with this Agreement. The District shall give ORGANIZATION five (5) business days' notice of its intent to audit ORGANIZATION's compliance. ORGANIZATION shall cooperate fully with such audit.

12. MISCELLANEOUS TERMS

- 12.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 12.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- 12.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 12.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

- 12.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 12.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 12.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
- 12.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 12.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 12.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 12.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.
- 12.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 12.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 12.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 12.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.

- 12.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 12.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and ORGANIZATION signify that each Party understands and will comply with the conditions stated above.

ORGANIZATION: Helper Helper LLC

By: Krista
Name: Krista Clement
Title: CEO
Date: October 14, 2019

Fort Worth Independent School District
By: Cherron Ukpaka
Name: Cherron Ukpaka
Title: Director Elementary Literacy
Date: 10-22-19

Approved as to Form:

Fort Worth ISD Legal Counsel

Jerry Moore
Chief Academic Officer

Table 1: Data Overview

School Years of Data Requested	2019-2020
Students Included	No student information needed. Classroom reading minutes only. One teacher at each school would be adding the reading minutes to Helper Helper.
Timeframe for Collection	October until the end of the Readers and Leaders NCAA program.

Table 2: Data Requested

Data Type	Data Details
Student Identifiers	• none
Static Student Demographics	• none
Student Academics	• none
Student Attendance and Referrals	• none

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE RATIFICATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COOK CHILDREN’S MEDICAL CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

The Fort Worth Independent School District provides educational services and instruction to children and youth hospitalized at Cook Children’s Medical Center. The Fort Worth Independent School District has been providing services for many years. The District has a total of 7 Teachers and 2 Teacher Assistants working in the medical, psychological and neurological units at Cook’s. These personnel serve General Education as well as Special Education children and youth hospitalized in these units.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of a Memorandum of Understanding (MOU) between Cook Children’s Medical Center and Fort Worth Independent School District.
2. Decline to Approve Ratification of a Memorandum of Understanding (MOU) between Cook Children’s Medical Center and Fort Worth Independent School District.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of a Memorandum of Understanding (MOU) between Cook Children’s Medical Center and Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

No Cost

COST:

\$0.00

VENDOR:

Cook Children's Medical Center

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

Fort Worth Independent School District

RATIONALE:

General Education as well as Special Education children and youth hospitalized at Cook Children's Medical Center have a right to receive educational services and instruction while also receiving medical care. The Fort Worth Independent School District provides 7 Teachers and 2 Teacher Assistants so that school-age patients do not experience interrupted schooling while hospitalized.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING
BETWEEN
COOK CHILDREN'S MEDICAL CENTER
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (the "Agreement") is entered into as of November 1, 2019, by and between Cook Children's Medical Center ("Cook Children's") and Fort Worth Independent School District ("FWISD") (collectively, the "Parties," or individually, a "Party").

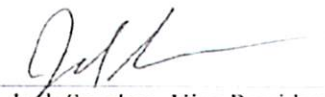
PERFORMANCE OF SERVICES

1. SCOPE OF AGREEMENT. FWISD agrees to provide educational services and instruction to patients at Cook Children's on an agreed to and designated basis as set forth herein. Each party shall abide by all applicable local, state, or federal statutes, ordinances, and regulations. FWISD and its representatives, employees, agents, and volunteers shall abide by Cook Children's Code of Conduct, occupational health guidelines, policies and procedures, and requirements related to confidentiality of patient information, as they now exist or may be amended from time to time.
2. QUALIFICATIONS. FWISD shall provide to Cook Children's any and all documentation of relevant professional credentials, experience and continuing education that may be requested by Cook Children's.
3. FITNESS FOR SERVICE. FWISD and its representatives, employees, agents, and volunteers shall agree and submit to the following:
 - a. A health screen through Cook Children's Occupational Health;
 - b. Proof of all required immunizations, including MMR (Measles, Mumps, Rubella), Varicella, Tdap, Hepatitis B, and annual influenza;
 - c. Annual TB testing; and
 - d. A background check, which includes a check for criminal records, bankruptcy information, driving history, etc.
4. INSERVICE AND ORIENTATION TO THE FACILITY. FWISD and its representatives, employees, agents, and volunteers agree to participate in orientation and in-service as determined necessary by Cook Children's.
5. SERVICES/MATERIALS PROVIDED BY FWISD. FWISD will supply text books and teachers to provide educational services and instruction to Cook Children's patients. The number of teachers and their areas of assignment shall be mutually agreed upon by the Parties prior to the start of each academic year.
6. SERVICES/MATERIALS PROVIDED BY COOK CHILDREN'S. Cook Children's will provide necessary conference and classroom space, computer access and/or laptops for patient use, classroom supplies, and Cook Children's email addresses for any teacher providing services under this MOU.

7. INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed that FWISD and its representatives, employees, agents, and volunteers are at all times acting as independent contractors for Cook Children's and not as employees or lessees of Cook Children's. FWISD and Cook Children's are not engaged in a joint venture. Cook Children's shall have no control over the method and manner of services provided under this Agreement.
8. NO CLAIM FOR EMPLOYEE BENEFITS. As independent contractors, FWISD and its representatives, employees, agents, and volunteers are not entitled to benefits of any kind from Cook Children's, and shall have no claim under this Agreement or otherwise against Cook Children's for Worker's Compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits.
9. TERM AND TERMINATION.
 - A. TERM. The initial term of this Agreement will begin November 1, 2019, and it shall continue in force for one year. Unless terminated by either party as set forth below, this Agreement will automatically renew for an additional one year term.
 - B. AMENDMENT. Any Term and Termination in this Agreement may be amended in writing from time to time by the parties hereto.
 - C. TERMINATION AT WILL. Either party may terminate this Agreement at any time, without cause, by providing to the other party not less than thirty (30) days prior written notice of such termination.
 - D. TERMINATION FOR CAUSE. Cook Children's will at all times have the right to immediately, without prior notice, terminate this Agreement for cause as reasonably determined by Cook Children's. Cause will include, but is not limited to, conduct on the part of FWISD, its representatives, employees, agents, or volunteers, which is deemed inappropriate by Cook Children's staff or which involves imminent threat to the health and safety of any Cook Children's patient, physician, staff member, volunteer, or visitor.
10. CONFIDENTIALITY OF PATIENT INFORMATION. FWISD will not receive from Cook Children's, or collect, store or maintain Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996 and its Privacy Rules as codified under 45 C.F.R. Parts 160 and 164 (collectively the "HIPAA Regs"), except that FWISD, its representatives, agents, employees and volunteers may receive from Cook Children's the names of participating patients. FWISD and its representatives, employees, agents, and volunteers agree to abide by all federal and applicable state law with respect to maintaining the confidentiality of patient information, including the confidentiality and privacy requirements set forth and corresponding regulations, including the HIPAA Regulations.

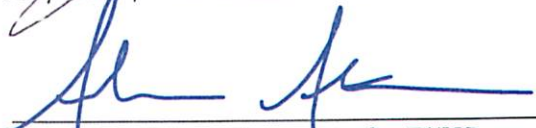
11. ASSIGNMENT. FWISD shall not, without the prior written consent of Cook Children's, assign any rights or delegate any duties except as otherwise expressly stated in this Agreement.
12. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES, WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE WILL BE IN TARRANT COUNTY, TEXAS.
13. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to such subject matter. This Agreement may not be modified except by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____, 2019.

By: 
 Jack Sosebee, Vice President
Cook Children's Medical Center
 801 Seventh Avenue
 Fort Worth, Texas 76104
 (682) 885-4000

By: 
 Dolores Heady, Director Special Education
Fort Worth Independent School District
 100 N. University Drive
 Fort Worth, Texas 76107
 (817) 814-2000


 Jerry Moore, Chief Academic Officer for FWISD


 Alexander Athanason, Attorney for FWISD

 Kent P. Scribner, Ph.D., Superintendent of Schools

 Jacinto Ramos, Jr., Board President for FWISD

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FORT WORTH ISD AND TARRANT COUNTY COLLEGE DISTRICT – TRINITY RIVER CAMPUS

BACKGROUND:

Tarrant County College Trinity Campus is the host site for the Students Trained and Ready (STAR) Program offered in collaboration with Fort Worth ISD (FWISD) Special Education. This course is open to students who have completed basic course requirements and electives through grade 12. Students completing the program will be expected to either enroll in higher education upon graduation for more extensive training in their career path or to move directly into competitive employment, most commonly, in the allied health professions, although this is not a requirement. Students may receive up to 3.5 credits per semester for successful course completion.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of the Memorandum of Understanding (MOU) between Fort Worth ISD and Tarrant County College District – Trinity River Campus.
2. Decline to Approve Ratification of the Memorandum of Understanding (MOU) between Fort Worth ISD and Tarrant County College District – Trinity River Campus.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of the Memorandum of Understanding (MOU) between Fort Worth ISD and Tarrant County College District – Trinity River Campus.

FUNDING SOURCE

Additional Details

General Fund

199-11-6229-001-035-23-229-000000

COST:

\$ 25,740.00

VENDOR:

Tarrant County College District – Trinity River Campus

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

High Schools district-wide.

RATIONALE:

By completing programming course requirements, students will be able to accomplish their transition goals to post-secondary continued education, training and/or work place options.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING

between

Tarrant County College District and the Fort Worth Independent School District

This Memorandum of Understanding (MOU) shall exist between the **Tarrant County College District (TCCD)**, *Trinity River Campus* and the **Fort Worth Independent School District (Fort Worth ISD) or (FWISD)** to clarify the role and responsibilities of each party in providing educational services to empower and promote economic self-sufficiency for the community.

A. TCCD will provide the following:

1. Educational and related services to residents of Tarrant County and/or the surrounding community. Services may include but not be limited to:
 - i) A training program, "STAR-Students Trained and Ready", consisting of topics in college preparation and workforce readiness;
 - ii) Academic and vocational assessments, including pre-and post-assessments;
 - iii) College preparatory advising services; and
 - iv) Interface with other campus-based activities and services.
2. Course registration, administration, and evaluation.
3. A TCCD certificate of completion to each student upon successful completion of an entire course/program of study.
4. Where agreed to and applicable, computer hardware, basic academic skills software, and academic computing support services for the learning center.

B. Fort Worth ISO will provide:

1. Upon receipt of an invoice, a check in the amount of \$390.00 (three hundred and ninety dollars) per student, per semester (Fall and Spring) OR \$780.00 (seven hundred and eighty dollars) per student, per school year.
 - a. Minimum enrollment is 10 students per class and maximum enrollment is 40 students per class.
2. Transportation to and from TCC Trinity River Campus for participating students.
3. A school representative on-site.
4. Provide credit equivalent to at least 1 (one) elective credit to reflect on student's high school transcript.
5. FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel related to the Services provided under this MOU, whether FWISD, TCCD, or contract custodial. Charges associated with such background checks will be borne by FWISD.

C. General Guidelines:

1. For programmatic purposes, this MOU covers FWISD calendar inclusive dates, and will be reviewed annually. This agreement may be renewed annually, contingent upon funding and program outcomes, if executed in writing by both Parties.
2. Services provided may be altered or discontinued by either party due to loss or decrease in grant funding.
3. This agreement may be amended by a written document approved in the same manner as the original agreement.
4. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.
5. In order for TCCD to offer Continuing Education Units to students of Fort Worth ISD, the College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the College must be able to demonstrate it is in control of the curriculum and the instructor with "control" taken to mean the College must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and the acceptance of these requirements.

D. Termination:

Either party may, during the term of this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intention to terminate. If this MOU is terminated during an academic term, students enrolled under this MOU will be allowed to finish their coursework.

E. Miscellaneous Provisions:

1. This agreement shall not serve to create a principal-agent relationship, partnership, or joint venture. Each party shall maintain control over its own employees and agents.
2. No party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers or employees as a result of entering into this agreement.
3. This agreement shall not benefit or obligate any person or entity who is not a party. The parties shall cooperate fully in opposing any attempt by any third party to claim and benefit, protection or other consideration under this agreement.
4. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall

be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To FWISD:

Fort Worth Independent School District

Name: Dianne Kendrick Hawkins, Ed.D.
Director- Special Education Department

Address: 100 N. University Drive
Fort Worth, Texas 76107

(2) With Copies to:

Fort Worth Independent School District Office of Legal Services

Attn: Chief Legal Counsel

100 N. University Dr., Ste. SW 172

Fort Worth, Texas 76107

(3) To TCCD:


Tarrant County College District

Name: Elva Concha LeBlanc, Ph.D.
Executive Vice Chancellor and Provost

Address: 1500 Houston Street
Ft Worth TX 76102

IN WITNESS WHEREOF, the Board of Education of the Fort Worth Independent School District and the Tarrant County College District, acting by their duly authorized representatives, have executed this Contract to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

FOR FORT WORTH INDEPENDENT SCHOOL DISTRICT:


Dianne Kendrick Hawkins, Ed. D.
Director | Special Education Department

10.23.19
Date


Jerry Moore
Interim Chief Academic Officer

Date

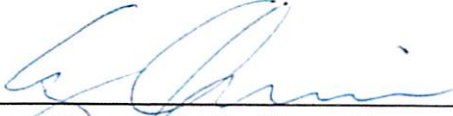
Kent P. Scribner, Ph.D.
Superintendent of Schools

Date


FOR TARRANT COUNTY COLLEGE:


Elva Concha LeBlanc, Ph.D., Executive Vice
Chancellor and Provost TCCD

10/23/19
Date


Eugene Giovanni, Ed.D., Chancellor
Tarrant County College

10/24/19
Date

 11.8.19
Alexander Athanasou
Attorney for FWISD

Jacinto Ramos, Jr.
Board President for Fort Worth ISD

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE RATIFICATION OF THE MOU BETWEEN TARRANT COUNTY COLLEGE DISTRICT AND FORT WORTH ISD FOR ADULT EDUCATION COURSES TO BE HELD AT OAKHURST AND EASTERN HILLS ELEMENTARY SCHOOLS AS A PART OF THEIR NEW FAMILY CENTRIC INITIATIVE

BACKGROUND:

Both Eastern Hills and Oakhurst Elementary Schools have been awarded a grant, through the Rainwater Charitable Foundation, that focuses on improving family engagement on their campuses. Tarrant County College (TCC) will provide adult education courses to support the completion of the High School Equivalency (HSE) exam and English as a Second Language competency preparation. Both campuses will also dedicate a space for parent rooms that will provide support for parents to encourage volunteerism, leadership skills and other parent programming activities to allow more collaboration between parents, students and school staff. As a part of this initiative, teachers will attend specialized training on new approaches to parent-teacher conferences and family events.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Ratification of the MOU between Tarrant County College District and FWISD.
2. Decline to Approve Ratification of the MOU between Tarrant County College District and FWISD.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of the MOU between Tarrant County College District and FWISD.

FUNDING SOURCE

Additional Details

Special Revenue

Grant awarded through the Rainwater Charitable Foundation
498-XX-6XXX-001-150-24-409-000000-19L13
498-XX-6XXX-001-124-24-409-000000-19L13

COST:

\$693,600

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

Eastern Hills Elementary
Oakhurst Elementary

RATIONALE:

This agreement will allow the campuses to provide more effective methods of support that parents may need to increase their volunteerism, leadership skills and participation in other parent programming activities. Their goal is to increase positive collaboration between parents, students and school staff on the campus.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING

between
Tarrant County College District
and
Fort Worth ISD

This Memorandum of Understanding (MOU) shall exist between **Tarrant County College District (TCCD)**, *Trinity River Campus* and the **Fort Worth Independent School District (Fort Worth ISD) or (FWISD)** to clarify the role and responsibilities of each party in providing educational services to empower and promote economic self-sufficiency for the community.

A. TCCD will provide the following:

1. Educational and related services to residents of Tarrant County and/or surrounding community. Services may include but not be limited to:
 - i) High School Equivalency (HSE) and English as Second Language (ESL) competency preparation at:
 - a. Oakhurst Elementary School, 2700 Yucca Ave, Fort Worth, TX 76111; Monday and Wednesday 6:00pm – 8:00pm, Tuesday and Thursday 6:00pm – 8:00pm. Starting 9/9/19.
 - b. Eastern Hill Elementary School 5917 Shelton Street, Fort Worth, TX 76112; Tuesday and Thursday 10:00am – 12:00pm, Monday and Wednesday 6:00pm – 8:00pm. Starting 9/9/19.

Classes are held at Oakhurst Elementary School and Eastern Hill Elementary School
 - ii) Academic and vocational assessments, including pre-and post-assessments;
 - iii) College preparatory advising services; and
 - iv) Interface with other campus-based activities and services.
2. Course registration, administration, and evaluation.
3. A **TCCD** certificate of completion to each student upon successful completion of an entire course/program of study.
4. Where agreed to and applicable, computer hardware, basic academic skills software, and academic computing support services for the learning center.

B. Fort Worth ISD in collaboration with the Rainwater Charitable Foundation will provide:

1. Upon receipt of an invoice, a check in the amount of \$150 (one hundred and fifty dollars) per student, per section/course will be paid by the Rainwater Charitable

Foundation. Invoices will be provided to the following contact at the Rainwater Charitable Foundation:

Sarah Geer Program Officer
Rainwater Charitable Foundation 777 Main Street, Suite 2250
Fort Worth, TX 76102 Phone: 817-820-6690 (direct)
Email: sgeer@rainwatercf.org

2. A Minimum enrollment is 10 students per class and maximum enrollment is 30.
3. Adequate space meeting ADA requirements, and access to facilities for training and related services.
4. Assistance with technical support of the learning center at space provided.
5. Staff assistance for planning and recruitment of students for programs and services.
6. Staff support for case management and job placement assistance.
7. Any other support services which **Fort Worth ISD** is able to provide that will enhance participant support services and contribute to successful program implementation.
8. Support services to include materials, supplies, and incentives where existing funding permits or upon receipt of funding for such services during the period covered by this MOU.
9. Input regarding training curriculum and customer satisfaction evaluation of **TCCD** services.
10. Staff assistance to work with **TCCD** to pursue grant funding and other fundraising options to continue providing services at no cost to residents.
11. **Fort Worth ISD** shall provide reasonable and customary building services, including but not limited to utilities, Wi-Fi, and custodial services.
12. There shall be no charge to **TCCD** for any of these services or for the use of the facilities; however, any costs associated with, but not limited to, damages to equipment, facilities by a **TCCD** employer will be the sole responsibility of **TCCD**.
13. **FWISD** shall be responsible for required criminal background checks (**FWISD** system) of all personnel related to the Services provided under this MOU, whether **FWISD**, **TCCD**, or contract custodial. Charges associated with such background checks will be borne by **FWISD**.

C. General Guidelines:

1. For programmatic purposes, this MOU covers the period of example **September 1, 2019** through **August 31, 2021**. Thereafter, this agreement may be renewed annually in writing signed by both parties, contingent upon funding and program outcomes.

2. Services provided may be altered or discontinued by either party due to loss or decrease in grant funding.
3. This agreement may be amended by a written document approved in the same manner as the original agreement.
4. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.
5. In order for **TCCD** to offer Continuing Education Units to students of **Fort Worth ISD**, the College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the College must be able to demonstrate it is in control of the curriculum and the instructor with "control" taken to mean the College must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and the acceptance of these requirements.

D. Termination:

Either party may, during the term of this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intention to terminate. If this MOU is terminated during an academic term, students enrolled under this MOU will be allowed to finish their coursework.

E. Miscellaneous Provisions:

1. This agreement shall not serve to create a principal-agent relationship, partnership, or joint venture. Each party shall maintain control over its own employees and agents.
2. No party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers or employees as a result of entering into this agreement.
3. This agreement shall not benefit or obligate any person or entity who is not a party. The parties shall cooperate fully in opposing any attempt by any third party to claim and benefit, protection or other consideration under this agreement.
4. Any notice required under this agreement must be in writing and directed to the following persons:

Signatures to the Memorandum of Understanding:

For:

For:

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH ISD



Elva Concha LeBlanc, Ph.D.
Executive Vice Chancellor and Provost
Tarrant County College

Jerry Moore
Chief Academic Officer
Fort Worth ISD

10/23/19

11-12-19

Date

Date



Eugene Giovannini, Ed.D.
Chancellor
Tarrant County College

Kent Scribner, Ph.D.
Superintendent of Schools
Fort Worth ISD

10/24/19

Date

Date

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND THE CITY OF BENBROOK FOR SCHOOL SECURITY SERVICES FOR THE 2019-2020 SCHOOL YEAR

BACKGROUND:

Fort Worth Independent School District and the City of Benbrook are entering into a Memorandum of Understanding for the services of three (3) police officers participating in the School Security Initiative at Western Hills High School, Benbrook Middle-High School, Benbrook Elementary School and Westpark Elementary School. The annual contract period is from September 1, 2019 through August 31, 2020. The City of Benbrook was updating their agreement with FWISD, thus requiring Board ratification of this agreement.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and the Benbrook Police Department to provide a safe and secure environment for education. District will pay 50% of all personnel costs for a not-to-exceed amount of \$183,932.00. This is an increase of 6.7% from last year's cost.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Ratify Memorandum of Understanding Between Fort Worth ISD and the City of Benbrook for School Security Services for the 2019-2020 School Year
2. Decline to Ratify Memorandum of Understanding Between Fort Worth ISD and the City of Benbrook for School Security Services for the 2019-2020 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Ratify Memorandum of Understanding Between Fort Worth ISD and the City of Benbrook for School Security Services for the 2019-2020 School Year

FUNDING SOURCE

Additional Details

General Fund

199-52-6299-001-999-99-390-000000

COST:

\$183,932

VENDOR:

City of Benbrook

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

Safety & Security
All Schools

RATIONALE:

Fort Worth ISD has partnered with the City of Benbrook to provide school security. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Benbrook and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Art Cavazos

STATE OF TEXAS §

COUNTY OF TARRANT §

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as “City,”) acting by and through Andy Wayman, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as “District,”) acting by and through Dr. Kent P. Scribner, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1.

The board of trustees of the school district shall determine the law enforcement duties of School Resource Officers, which must be included in the district improvement plan, the student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, and may not be required to perform routine student discipline or school

administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of District shall coordinate with District campus behavior coordinators and other District employees to ensure that School Resource Officers provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this contract there shall be three (3) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project.

However, nothing in this Memorandum shall be construed as an employment agreement between the School Resource Officers and the District, or between the City and the District. Neither the School Resource Officers nor the City shall be District employees, volunteers, or independent contractors, and will not act under the authorization, order, or direction of the District or any District employee, volunteer, or independent contractor.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$183,932.00 for the 2019-20 fiscal year, and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this agreement is for a period beginning on September 1, 2019 and ending on August 31, 2020.

5.

This agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

6.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

7.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes but meetings shall be held with authorized representatives of the school district to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged, and hold harmless the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

12.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District 's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas. For any such action arising out of the execution,

performance, attempted performance, or non-performance of this contract and agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of City and District have approved the execution of this memorandum, and the persons signing the agreement have been duly authorized by the governing bodies of the City and District to sign this agreement on behalf of the governing bodies.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

17.

Notices to District shall be deemed given when delivered in person to the Chief of District Operations, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 N. University, Fort Worth, Texas 76107.

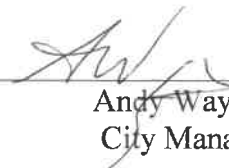
Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Rd., Benbrook, Texas 76126.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Benbrook, Tarrant County, Texas, this ____ day of _____, A.D. 2019.

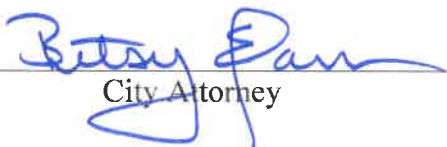
ATTEST

CITY OF BENBROOK

By:  _____
City Secretary

By:  _____
Andy Wayman
City Manager

APPROVED AS TO FORM AND LEGALITY:

By:  _____
City Attorney

By: _____
FWISD Attorney

Date: _____

Date: _____

ATTEST:

FORT WORTH INDEPENDENT
SCHOOL DISTRICT

By: _____
Art Cavazos
Chief, District Operations

By: _____
Dr. Kent P. Scribner
Superintendent

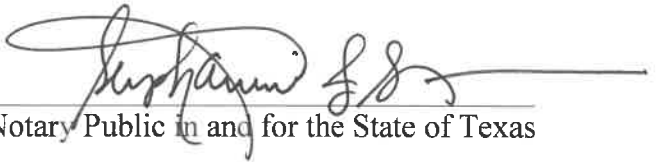
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Wayman, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of NOVEMBER, 2019.




Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Kent P. Scribner, Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

Notary Public in and for the State of Texas

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: **APPROVE 2020 INTERNAL AUDIT PLAN**

BACKGROUND:

The Audit Committee has reviewed the proposed 2020 Audit Plan and recommends approval of the plan. The Audit Plan is based upon available human and budgetary resources. The total number of hours expected to be available for audit projects was determined, then audits were selected for inclusion in the proposed plan based on input from various sources. Finally, detailed objectives for each audit were developed. The available hours, the proposed Audit Plan including the budgeted hours by project, and the detailed objectives for each audit are presented in the attached support.

ALTERNATIVES:

1. Approve the 2020 Internal Audit Plan.
2. Decline to approve 2020 Internal Audit Plan.
3. Remand to the Audit Committee for further study.

AUDIT COMMITTEE’S RECOMMENDATION:

The Audit Committee recommends approval of the 2020 Internal Audit Plan.

FUNDING SOURCE:

Not applicable.

COST:

None

INFORMATION SOURCE:

Aaron Munoz

Notes	Audit #	FY 2019-2020 Audit Plan Audit/Project	Budgeted Hours	% of Total	Description
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Financial Audits

2001		Overtime Expenditures	350		Audit of District's controls for overtime expenditures. Audit will include a review of overtime expenses for the previous one to two fiscal years.
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Financial Audits Subtotal 350 5%

Operational Audits

2002		Activity Funds - Full Process Audit	500		<p>Performance audit of District activity fund processes. Audit will involve a comprehensive analysis of activity fund processing. This analysis will include:</p> <ul style="list-style-type: none"> - Obtaining an understanding of processes at the Administrative level, i.e. Campus oversight, discrepancy identifications and management of corrective actions. - Dissemination of requirements/expectations from administration to the campuses. - Identifying situations, at campuses, that have a direct effect on compliance with activity funds processes that are related to the processes.
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This understanding will be utilized to identify areas where efficiencies can be implemented that will reduce risk and maintain the same or better level of service to our campuses.

Auditing of Bond Program sponsored construction over the life of the program. Internal Audit will cover various, Bond Program sponsored, construction projects continuously throughout the fiscal year.

Activities for the current year will include obtaining information from the Round Rock and Houston ISD school Districts on their efforts in this area. Both Districts have dedicated CIP audit staff that possess extensive knowledge on construction auditing. The Internal Audit Office will work to establish regular communication with these and other school Districts to help share audit processes, areas of concern and other items that may be of importance.

Additional Construction Services process audits may also be performed throughout the year.

The audit will involve and examination of the District's hiring procedures. A comprehensive understanding of the process will be obtained and compared to state and federal requirements for compliance.

A further examination will also be performed to compare the District's processes with those of other similar sized Districts throughout the state. The purpose of this comparison will be to identify possible efficiencies that can be introduced to the District's current procedures.

Position is supported through Bond funding. At least one FTE will be dedicated to this project annually

2003		Construction in Process Audits	1482		
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2004		District Hiring Process	400		
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Operational Audits Subtotal 2382 36%

Compliance Audits

Service provided annually to District. Audits are performed primarily based on campus principal turnover (can be performed upon request)

2005	Campus Audits	1510	Audits performed based on principal turnover. Audits determine campus compliance with District's Activity Fund Manual. As of the start of the current fiscal year, the District has an estimated 20 new principals
<hr/>			
2006	EDGAR Compliance - Purchasing	350	Title 2 of the Code of Federal Regulations (2 CFR) Part 200 was incorporated into general federal regulation on Dec. 26, 2014. These regulations govern all federal grants awarded by the US Department of Education (USDE) to the state or to an ISD on or after that date. As a result of this change, the Education Department General Administrative Regulations (EDGAR) consists of multiple parts and regulations that as of the current fiscal year are required to be implemented with every ISD. The audit will review the District's compliance with EDGAR requirements.

Compliance Audits Subtotal 1860 28%

Information Technology Audits

2007	IT Applications Controls - Software Procurement	393	Audit will involve gaining an understanding of IT Application procurement procedures. In addition, Internal Audit will identify if proper compatibility analysis are being performed prior to application procurement and if contracts are being established in a manner that reduces the District's risk of housing critical information either onsite or under the responsibility of a third party provider. Contract management process will also be reviewed.
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2008	Kronos V.8 Electronic Timecard Approval Controls	200	The implementation of Kronos V.8 has introduced a change in a key internal control for one of the District's largest annual expenditures, payroll. With Kronos V.8 electronic approvals have replaced the previous manual process. Review of this implementation will include an assessment of dissemination of information to the end user and monitoring/addressing instances of non-compliance.
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Information Technology Subtotal 593 9%

Investigations

Per Board policy CAA (LOCAL), "The chief internal auditor shall promptly investigate reports of potential fraud". Auditors will perform investigations of allegations of fraud and financial impropriety as well as provide assistance to other investigative functions within the District when requested.

2009	Fraud and financial impropriety Investigations	250		
	Investigations	250	4%	
				Follow-up on implementation of previous audit recommendations.
2010	Follow-up Audits	700	11%	Per the Institute of Internal Audit Standards 2500 C.1 "The internal audit activity must monitor the disposition of results of consulting engagements to the extent agreed upon with the client." Above normal hours have been allotted for this activity as follow-ups have not been performed over the past two years.
	Carry Forward Audits from 2018-2019 Audit Plan	400	6%	The 2018-2019 Audit Plan has two remaining audits that were not completed in the previous fiscal year, Payroll and Accounts Payable. These audits have been initiated and in progress.

Administrative Projects - Not Part of Audit Hour Calculation

ADMIN-2001	Quality Assurance Review (Internal/External)	400	
ADMIN-2002	Requests for Information/Assistance	100	
ADMIN-2003	Internal Audit Annual Report	100	
ADMIN-2004	FY20-21 Annual Audit Plan & Risk Assessment	600	
ADMIN-2005	Internal Audit Committee	100	
	Projects Subtotal	1300	
	Total Hours (Does Not Include Administrative Projects Seen Above)	6535	100%

Total Available Audit Hours	6,535
Less Total Hours	6,535
Remaining Audit Hours Available	0

Calculation of Available Hours

	Chief (1)	Manager (1)	Auditors (4)	Total	%
Audit & Project	174	1,174	5,928	7,276	63%
General Administration	1,440	480	768	2,688	23%
Training/CPE	50	50	200	300	3%
Holidays	0	0	0	0	0%
Vacation & Sick Leave	256	216	784	1,256	11%
Total Hours	1,920	1,920	7,680	11,520	100%

Note:

The total hours are based on 6 budgeted positions net of .5 estimated vacancies.

Less	741
Vacancy Hours (1/2 vacancy)	741
Total Vacancy Hours	741

Total Available Audit Hours (net of 1 vacancy) **6,535**

INSTRUCTIONS - Calculate Audit Hours

Step 1 Calculate number of hours per employee per year

240 days x 8hrs per day = 1,920 Total hours available per employee

Step 2 Calculate number of hours per staff level per year

Multiply 1920 x # of staff at each position (i.e. 1920 x 6 staff)

Chief 1 x 1920 = 1920
 Manager 1 x 1920 = 1920
 Auditor 4 x 1920 = 7680

Step 3 Calculate total number of hours for department based on # of staff (This value minus general administration, training, holiday and VSL determine the # of available *audit* hours)

1920 hrs. per emp/yr x 6 staff members = 11,520 Total hours available for department before deduction of admin, training, holiday and VSL hours

Step 4 Calculate general administration hours (# of general admin hours depend on position)

Chief = 75% time to Admin 1440
 Manager = 25% time to Admin 480
 = 4 hours per week per Auditor
 40 hour week/4 = .1
 Auditors (.1*8 hours in a day*240days = 192 hours per/year)*4 auditors 768

Step 5 Calculate training hours

All employees are budgeted at 50 hours of training and CPE per year. Multiply 50 x # of staff level

Step 6 Calculate holiday hours

Holiday time is already deducted from the 240 contracted days - no additional time calculation is required

Step 7 Calculate VSL hours

All employees are budgeted at 22, 27 or 32 days of VSL per year based on years of service or position. Multiply 8hrs x allotted VSL per year months x # of staff level

Chief = 32 days 256
 Manager = 27 days 216
 Auditors = combined 98 days 784

Step 8 Calculate available audit hours

Once Steps 3-6 have been calculated, subtract the sum of steps 3 - 6 for each position level from the total number of hours for each position as calculated in step 2. This gives you the value in the "Audit & Project" line item.

Step 9 Calculate available audit hours net of any vacancies

Discuss with Audit Director to determine # of vacancies. Depending on the position level of the vacancy (if any), take the Audit & Project hours for that position, divide by the total # staff for that position, and multiply by the # of vacancies for that position. Subtract the total from the Total Audit & Project Hours.

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 10, 2019**

TOPIC: APPROVE RESOLUTION TO ALLOW THE SALE OF REAL PROPERTY PREVIOUSLY STRUCK-OFF FOR TAXES

BACKGROUND:

A property located at 3408 Cardinal Ridge, Account No. 01364871, located in Forest Hill, Tarrant County, Texas, was struck-off the tax rolls to the City of Forest Hill at a tax foreclosure sale on May 3, 2016. It is in the best interest of the Fort Worth ISD and its taxpayers to return this property to productive use. An offer has been made by Teresa Von Illyes to purchase the property for the sum of \$8,500 for judgment years 1991-2014. The Bid Sheet from Teresa Von Illyes, the proposed buyer, is attached, together with a Resolution and a Tax Resale Deed.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution to Allow the Sale of Real Property Previously Struck-off for Taxes
2. Decline to Approve Resolution to Allow the Sale of Real Property Previously Struck-off for Taxes
3. Remand for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution to Allow the Sale of Real Property Previously Struck-off for Taxes

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

Division of Business and Finance

RATIONALE:

Pursuant to Section 34.05(j) and (k) of the Texas Property Tax Code, if the sum of the amount due under the judgment plus the post-judgment taxes exceeds the current market value as shown by the most recent certified tax roll, the entities, upon consent, may sell the property for an amount equal to or greater than its market value. A sale under this section, extinguishes all liens foreclosed by the judgment as well as the liens for post-judgment taxes, with the exception of the prorated tax for the current year. In addition, pursuant to §34.05(1), a taxing unit that does not consent to the sale under §34.05(j) is liable to the taxing unit that purchased the property for a pro rata share of the costs incurred in maintaining the property. The bid received by Teresa Von Illyes is being submitted subject to this section of the tax code. The attached Bid Sheet includes a breakdown of the amount due to each entity if the bid is accepted. It is in the District's best interest to approve the attached Resolution.

INFORMATION SOURCE:

Elsie I. Schiro

**A RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL
DISTRICT APPROVING THE SALE OF CERTAIN REAL PROPERTY**

WHEREAS, the Fort Worth Independent School District (FWISD), for itself and the use and benefit of the city of Forest Hill and Tarrant County, et al., has acquired a title to a certain tract of real estate at a Tax Sale held on May 3, 2016 in Cause No. E29488-12 Tarrant County, et al. vs. G.F. Holdings, Inc.; and,

WHEREAS, Section 34.05(a), Texas Property Code, authorizes the FWISD, by and through its governing body, to resale the property; and,

WHEREAS, it is in the best interest of the FWISD and its taxpayers to return this property to productive use; and,

WHEREAS, an offer has been made by Teresa Von Illyes, to purchase the property for the sum of \$8,500 each for judgment years 1991-2014; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the FWISD, that the President of the Board of Trustees is authorized to sell, convey, and transfer that certain tract of real estate acquired at the above described tax sale for the sum of \$8,500 as authorized by Section 34.05, Texas Property Tax Code. The liens foreclosed by the judgment are extinguished by virtue of the conveyance. The property is more fully described as follows:

Lot 2R out of the W. Roy Hoyler Subdivision, situated in the city of Forest Hill, Tarrant County, Texas and located within the FWISD, as shown by a deed of record in volume 12914, page 357 of the deed records of Tarrant County Texas. Account No. 01364871; also known as 3408 Cardinal Ridge, Forest Hill, TX 76119.

PRESENTED and PASSED this _____ day of _____, 2019, by a vote of _____ Ayes and _____ Nays by the FWISD, Tarrant County, Texas.

**BY: _____
Jacinto "Cinto" Ramos, Jr., President
Board of Trustees**

ATTEST:

**BY: _____
Quinton "Q" Phillips, Secretary
Board of Trustees**

BID SHEET

Cause No. 236-E29488-12
Tarrant County, ET AL vs. G. F. Holdings, Inc.

Struck off: *City of Forest Hill on May 3rd, 2016 in the amount of \$ 13, 805.83*

Account number: 01364871

Property Description: HOYLER, W ROY SUBDIVISION LOT 2R

Location: 3408 Cardinal RDG.

Buyers: Teresa Von Illyes

Intended Use of Property: Build a home

CURRENT VALUE: \$15,000.00
OFFER: \$8,500.00

Total Amount of Bid offered: \$8,500.00
Less Court Cost (E29488-12) \$1,198.00
Less Court Cost (E11914-95) \$700.00
Less Court Cost (B30909-01) \$351.00
Remaining Balance: \$6,251.00

Remaining balance of \$6,251.00 is to be prorated to taxing entitles as follows:

Judgment Yrs.: 2005-2016	Judg. Amt.	ProRata Share of Judg.	Amt. Realized if Bid is accepted
Tarrant County	\$1,079.73	8.72%	\$544.84
Fort Worth ISD	\$5,680.62	45.89%	\$2,868.81
City of Forest Hill	\$4,229.03	34.17%	\$2,135.73
Tarrant County College Dist.	\$454.71	3.67%	\$229.64
Tarrant County Hospital Dist.	\$934.59	7.55%	\$471.98
	=====	=====	=====
Total	\$12,378.68	100.00%	\$6,251.00

Post Judgment Amount Due (TO BE PAID IN ADDITION TO BID AMOUNT)

Tax Year: 2015-2016

Tarrant County \$97.58
Fort Worth ISD \$504.26
City of Forest Hill \$370.94
Tarrant County College Dist. \$55.36
Tarrant County Hospital Dist. \$84.98

=====
\$1,113.12 if paid by November 30, 2019

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

That CITY OF FOREST HILL , FORT WORTH INDEPENDENT SCHOOL DISTRICT, and TARRANT COUNTY, ET AL acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$8,500.00, cash in hand paid by

**Teresa Von Illyes
8713 White Settlement Rd.
Fort Worth, TX 76108**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Suit No. E29488-12, in the district court of said county, said property being located in Tarrant County, Texas, and described as follows:

LOT 2R OUT OF THE W. ROY HOYLER SUBDIVISION, SITUATED IN THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS AND LOCATED WITHIN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT, AS SHOWN BY A DEED OF RECORD IN VOLUME 12914, PAGE 357 OF THE DEED RECORDS OF TARRANT COUNTY TEXAS.

ACCOUNT NUMBER: 01364871; ALSO KNOWN AS 3408 CARDINAL RDG, FOREST HILL, TX 76119

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

All liens foreclosed by the judgment are discharged and extinguished by virtue of this conveyance. Post Judgment taxes and any prorated taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

This deed is given without any warranty of title. Grantors make no warranties, express or implied, regarding the above described property.

IN TESTIMONY WHEREOF WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT
has caused these presents to be executed this _____ day of _____, 2019.

BY: _____

Jacinto "Cinto" Ramos, Jr.
President, Board of Trustees
Fort Worth Independent School District

STATE OF TEXAS X

COUNTY OF TARRANT X

This instrument was acknowledged before me on this _____ day of _____,
2019, by Jacinto "Cinto" Ramos, Jr., President, Board of Trustees, Fort Worth Independent School District.

Printed Name:
Notary Public, State of Texas
My Commission Expires:

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 10, 2019**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
NOVEMBER 30, 2019**

BACKGROUND:

The 2019-2020 Consolidated General Fund Budget was initially adopted on June 25, 2019 and last amended through the period ended October 31, 2019. During the month of November 2019, 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 November 30, 2019
2. Decline to Approve Budget Amendment for the period ended November 30, 2019
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended November 30, 2019

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:

Elsie Schiro

**Consolidated General Fund
Budget Amendments 2019-2020
For The Period Ended November 30, 2019**

	Consolidated General Fund 2019-2020 Amended Budget 10/31/2019	Adjustments	Consolidated General Fund 2019-2020 Amended Budget 11/30/2019
<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	\$492,869,664	(\$1,244,308)	\$491,625,356
12 Instruction Resources and Media Services	\$11,776,360	(\$5,260)	\$11,771,100
13 Curriculum and Instructional Staff Development	\$11,005,073	\$1,308,125	\$12,313,198
21 Instructional Administration	\$15,981,588	(\$53,830)	\$15,927,758
23 School Administration	\$50,917,025	(\$397)	\$50,916,628
31 Guidance and Counseling Services	\$50,584,956	(\$527)	\$50,584,429
32 Social Work Services	\$6,931,618	\$0	\$6,931,618
33 Health Services	\$10,547,570	\$250	\$10,547,820
34 Student Transportation	\$21,024,926	\$94,400	\$21,119,326
35 Food Services	\$266,599	(\$5,360)	\$261,239
36 Cocurricular/Extracurricular Activities	\$15,333,514	\$600	\$15,334,114
41 General Administration	\$20,762,588	\$0	\$20,762,588
51 Plant Maintenance and Operations	\$84,775,128	(\$293)	\$84,774,835
52 Security and Monitoring Services	\$12,395,091	\$1,000	\$12,396,091
53 Data Processing Services	\$16,801,462	\$0	\$16,801,462
61 Community Services	\$6,123,077	\$0	\$6,123,077
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$14,538,774	(\$94,400)	\$14,444,374
95 Payments to Juvenile Justice Alt Ed Program	\$169,692	\$0	\$169,692
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,720,000	\$0	\$2,720,000
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

	November 30, 2019 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900		0	0	
	Total	0	0	0
Function	Expenses			
11	Transfer to function 13 to correct function and program intent for Program of Choice Coordinators.		1,280,814	
	Transfer from function 13 for additional instructional supplies for itinerant staff and resource center.	28,749		
	Campus/Dept. normal course of District operations	7,757		
	Overall effect on Function 11	36,506	1,280,814	(1,244,308)
12	Campus/Dept. normal course of District operations		5,260	
	Overall effect on Function 12	0	5,260	(5,260)
13	Transfer from function 11 to correct function and program intent for Program of Choice Coordinators.	1,280,814		
	Transfer from func 21 to increase components for PEG contract and get work out to campuses quickly.	55,000		
	Transfer to function 11 for additional instructional supplies for itinerant staff and resource center.		28,749	
	Campus/Dept. normal course of District operations	1,060		
	Overall effect on Function 13	1,336,874	28,749	1,308,125
21	Transfer to func 13 to increase components for PEG contract and get work out to campuses quickly.		54,000	
	Campus/Dept. normal course of District operations	170		
	Overall effect on Function 21	170	54,000	(53,830)
23	Campus/Dept. normal course of District operations		397	
	Overall effect on Function 23	0	397	(397)
31	Campus/Dept. normal course of District operations		527	
	Overall effect on Function 31	0	527	(527)
32	Campus/Dept. normal course of District operations			
	Overall effect on Function 32	0	0	0
33	Campus/Dept. normal course of District operations	250		
	Overall effect on Function 33	250	0	250
34	Transfer from Fund 198 function 81 to fund new multi-functional tablets for buses.	94,400		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 34	94,400	0	94,400
35	Campus/Dept. normal course of District operations		5,360	
	Overall effect on Function 35	0	5,360	(5,360)
36	Campus/Dept. normal course of District operations	600		
	Overall effect on Function 36	600	0	600
41	Campus/Dept. normal course of District operations			
	Overall effect on Function 41	0	0	0
51	Campus/Dept. normal course of District operations		293	
	Overall effect on Function 51	0	293	(293)
52	Campus/Dept. normal course of District operations			
	Overall effect on Function 52	0	0	0
53	Campus/Dept. normal course of District operations	1,000		
	Overall effect on Function 53	1,000	0	1,000
61	Campus/Dept. normal course of District operations			
	Overall effect on Function 61	0	0	0
81	Transfer to Fund 198 function 81 to fund new multi-functional tablets for buses.		94,400	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 81	0	94,400	(94,400)
	Total	1,469,800	1,469,800	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
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
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
5900 Federal Program Revenues	\$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
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
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
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
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
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
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
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
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
33 Health Services	10,219,448	327,822	10,547,270		10,547,270		10,547,270	300	10,547,570	250	10,547,820
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
35 Food Services	260,367		260,367		260,367	7,500	267,867	(1,268)	266,599	(5,360)	261,239
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
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
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
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
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
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
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
95 Juvenile Justice Alternative Education	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
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
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)
Fund Balance-Beginning (Audited)	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

**CONSENT AGENDA ITEM
BOARD MEETING
December, 10 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH BYRNE - POTERE JV FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 011-211 (RFQ #20-002) TRIMBLE TECHNICAL HIGH SCHOOL RENOVATION

BACKGROUND:

On September 24, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Byrne – Potere JV, for pre-construction services for Job No. 011-211 (CMAR RFQ #20-002), Trimble Technical High School. The GMP will include renovations to current common spaces to create collaboration spaces for learning and student interaction. Moderate renovations will also be applied to various locations. Renovations will include reclaiming or re-purposing space to support the Arts, Health Sciences and Career and Technical Education.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$29,242,500.00	\$29,242,500.00
April 9, 2019	Escalation	\$4,001,000.00	\$33,243,500.00
September 24, 2019	Pre-Construction	(\$35,000.00)	\$33,208,500.00
December 10, 2019	GMP	(33,208,500.00)	\$0.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Byrne - Potere JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 011-211 (RFQ #20-002) Trimble Technical High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Byrne - Potere JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 011-211 (RFQ #20-002) Trimble Technical High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Byrne - Potere JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 011-211 (RFQ #20-002) Trimble Technical High School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-011-99-000-011211 - \$31,625,476.00

671-81-6629-B40-011-99-000-011211 - \$1,583,024.00

COST:

Not To Exceed \$33,208,500.00

VENDOR:

Byrne - Potere JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #011 Trimble Technical High School

RATIONALE:

Construction needs to begin in order for all phases of the project to be completed by the fall of 2022.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH TURNER | SOURCE JV FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 083-131 (RFQ #19-091) YOUNG MEN'S LEADERSHIP ACADEMY ADDITION/RENOVATION

BACKGROUND:

On August 27, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Turner | Source JV, for pre-construction services for Job No. 083-131 (CMAR RFQ #19-091), Young Men’s Leadership Academy. The GMP will include a new High School addition, Gymnasium, and CTE Robotics Lab Addition. The GMP will also include moderate renovation to repurpose existing space throughout various locations.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$27,777,500.00	\$27,777,500.00
April 9, 2019	Escalation	\$2,677,500.00	\$30,455,000.00
August 27, 2019	Pre-Construction	(\$40,000.00)	\$30,415,000.00
December 10, 2019	GMP	(30,415,000.00)	\$0.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With Turner | Source JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 083-131 (RFQ #19-091) Young Men's Leadership Academy
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Turner | Source JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 083-131 (RFQ #19-091) Young Men's Leadership Academy
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With Turner | Source JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 083-131 (RFQ #19-091) Young Men's Leadership Academy

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-083-99-000-083131 - \$29,060,000.00

671-81-6629-B40-083-99-000-083131 - \$1,355,000.00

COST:

Not To Exceed \$30,415,000.00

VENDOR:

Turner | Source JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #083 Young Men's Leadership Academy

RATIONALE:

Construction needs to begin in order for all phases of the project to be completed by the spring of 2022.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December, 10 2019**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH SEDALCO - SMR JV FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 010-212 (RFQ #20-003) PASCHAL HIGH SCHOOL RENOVATION

BACKGROUND:

On October 8, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, SEDALCO – SMR JV, for pre-construction services for Job No. 010-212 (CMAR RFQ #20-003), Paschal High School. The GMP will include renovations to life cycle items, restrooms, common areas, media center, art classrooms, science classrooms, general classrooms, and repurposed space for CTE. A secured entry will also be provided.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$27,080,550.00	\$27,080,550.00
April 9, 2019	Escalation	\$3,675,000.00	\$30,755,550.00
October 8, 2019	Pre-Construction	(\$20,000.00)	\$30,735,550.00
December 10, 2019	GMP	(\$30,735,550.00)	\$0.00

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate And Enter Into A Contract With SEDALCO - SMR JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 010-212 (RFQ #20-003) Paschal High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With SEDALCO - SMR JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 010-212 (RFQ #20-003) Paschal High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate And Enter Into A Contract With SEDALCO - SMR JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 010-212 (RFQ #20-003) Paschal High School

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-010-99-000-010212 - \$29,271,000.00

671-81-6629-B40-010-99-000-010212 - \$1,464,550.00

COST:

Not To Exceed \$30,735,550.00

VENDOR:

SEDALCO - SMR JV

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #010 Paschal High School

RATIONALE:

Construction needs to begin in order for all phases of the project to be completed by the fall of 2022.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO AMEND THE SCOPE OF THE GMP CONTRACT WITH IMPERIAL CONSTRUCTION, INC. IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 014-212 (CMAR RFQ #19-105) SOUTHWEST HIGH SCHOOL

BACKGROUND:

On April 9, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Imperial Construction, Inc., for pre-construction services for Job No. 014-212 (CMAR RFQ #19-105), Southwest High School.

On June 11, 2019 the Board of Education authorized entering into a construction contract for a GMP not to exceed \$24,483,500.00. The GMP includes the renovation of CTE programs, renovation to the media center that will incorporate an open and collaborative environment, adding a new main entry with a secured vestibule, and various cosmetic improvements throughout the building.

In addition to the renovation as described above, the initial program called for infilling three atrium areas to add an additional 2,500 SF to the building footprint. This square footage was needed in order to accommodate all programmed spaces inclusive of core classrooms, CTE spaces and the new collaboration areas. Southwest High School will now receive 4,000 SF of new classroom space at a lesser cost than adding 2,500 SF to the atrium areas.

No additional funding is required.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Amend The Scope Of The GMP Contract With Imperial Construction, Inc. In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (CMAR RFQ #19-105) Southwest High School
2. Decline to Approve Authorization To Amend The Scope Of The GMP Contract With Imperial Construction, Inc. In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (CMAR RFQ #19-105) Southwest High School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Amend The Scope Of The GMP Contract With Imperial Construction, Inc. In Conjunction With The 2017 Capital Improvement Program Job No. 014-212 (CMAR RFQ #19-105) Southwest High School

FUNDING SOURCE

Additional Details

CIP 2017

COST:

N/A

VENDOR:

Imperial Construction, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #014 Southwest High School

RATIONALE:

Construction needs to begin in order for all phases of the project to be completed by the fall of 2021.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE ADDITIONAL SPENDING AUTHORITY FOR JOC HAZMAT ABATEMENT SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM (CSP 19-002)

BACKGROUND:

On September 25, 2018, the Board of Education approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program in an amount not to exceed \$9,500,000 (CSP 19-002). Due to the magnitude of hazardous material being discovered, the Capital Improvement Program is requesting an additional \$4,000,000 in spending authority for these services.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program (CSP 19-002)
2. Decline to Approve Additional Spending Authority For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program (CSP 19-002)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Additional Spending Authority For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program (CSP 19-002)

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-XXX-99-000-XXXXXX
671-81-6629-H42-XXX-99-000-XXXXXX

COST:

Not To Exceed \$4,000,000.00

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

JOC HAZMAT Abatement services are necessary to support the 2017 Capital Improvement Program. Approval of additional spending authority will allow CIP to enter into contracts for these services. The abatement must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 005-212 DUNBAR HIGH SCHOOL RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

On July 16, 2019, BOE approved the authorization to enter into a contract with a Construction Manager at Risk, JE Dunn – Phillips/May JV, for a GMP not to exceed \$23,715,000 for Job No. 005-212 (CMAR RFQ #19-095), Dunbar High School Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$1,224,300.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 005-212 Dunbar High School Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 005-212 Dunbar High School Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 005-212 Dunbar High School Renovation

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-A42-005-99-000-005212 - \$1,113,000.00
	671-81-6629-H42-005-99-000-005212 - \$111,300.00

COST:

Not To Exceed \$1,224,300.00

VENDOR:

Hester Environmental, LP dba TEAM Enterprise

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #005 Dunbar High School

RATIONALE:

In order for all phases of the project to be completed by the Fall of 2021, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 006-202 (CMAR RFQ #19-102) EASTERN HILLS HIGH SCHOOL ADDITION / RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (RFCSP 19-002).

On July 16, 2019, BOE approved the authorization to enter into a contract with a Construction Manager at Risk, Cadence McShane Construction Co., LLC, for a GMP not to exceed \$39,423,750.00 for Job No. 006-202 (CMAR RFQ #19-102), Eastern Hills High School Addition / Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$880,000.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (CMAR RFQ #19-102) Eastern Hills High School Addition / Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (CMAR RFQ #19-102) Eastern Hills High School Addition / Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (CMAR RFQ #19-102) Eastern Hills High School Addition / Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-006-99-000-006202 - \$800,000.00

671-81-6629-H42-006-99-000-006202 - \$80,000.00

COST:

Not To Exceed \$880,000.00

VENDOR:

DWW Abatement, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #006 Eastern Hills High School

RATIONALE:

In order for all phases of the project to be completed by the fall of 2021, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 016-212 O.D. WYATT HIGH SCHOOL RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

On July 16, 2019, BOE approved the authorization to enter into a contract with a Construction Manager at Risk, S&P and Post L, A Joint Venture, for a GMP not to exceed \$33,945,123.00 for Job No. 016-212 (CMAR RFQ #19-093), O.D. Wyatt High School Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$1,487,063.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 016-212 O.D. Wyatt High School Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 016-212 O.D. Wyatt High School Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 016-212 O.D. Wyatt High School Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-016-99-000-016212 - \$1,351,875.00

671-81-6629-H42-016-99-000-016212 - \$135,188.00

COST:

Not To Exceed \$1,487,063.00

VENDOR:

DWW Abatement, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #016 O.D. Wyatt High School

RATIONALE:

In order for all phases of the project to be completed by the spring of 2022, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 010-212 PASCHAL HIGH SCHOOL RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

At this evening's BOE meeting, CIP is seeking approval authorizing entering into a contract with a Construction Manager at Risk, SEDALCO – SMR JV, for a GMP not to exceed \$30,735,550 for Job No. 010-212 (CMAR RFQ #20-003), Paschal High School Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$1,691,556.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 010-212 Paschal High School Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 010-212 Paschal High School Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 010-212 Paschal High School Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-010-99-000-010212 - \$1,537,778.00

671-81-6629-H42-010-99-000-010212 - \$153,778.00

COST:

Not To Exceed \$1,691,556.00

VENDOR:

Hester Environmental, LP dba TEAM Enterprise

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #010 Paschal High School

RATIONALE:

In order for all phases of the project to be completed by the fall of 2022, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 009-202 POLYTECHNIC HIGH SCHOOL ADDITION/RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

On August 13, 2019, BOE approved the authorization to enter into a contract with a Construction Manager at Risk, JE Dunn – Phillips/May JV, for a GMP not to exceed \$41,955,000 for Job No. 009-202 (CMAR RFQ #19-092), Polytechnic High School Addition/Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$880,000.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 009-202 Polytechnic High School Addition/Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 009-202 Polytechnic High School Addition/Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 009-202 Polytechnic High School Addition/Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-009-99-000-009202 - \$800,000.00

671-81-6629-H42-009-99-000-009202 - \$80,000.00

COST:

Not To Exceed \$880,000.00

VENDOR:

AMX Environmental

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #009 Polytechnic High School

RATIONALE:

In order for all phases of the project to be completed by the fall of 2022, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 014-212 SOUTHWEST HIGH SCHOOL RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

On June 11, 2019, BOE approved the authorization to enter into a contract with a Construction Manager at Risk, Imperial Construction, Inc., for a GMP not to exceed \$24,483,500 for Job No. 014-212 (CMAR RFQ #19-105), Southwest High School Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$1,549,481.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 014-212 Southwest High School Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 014-212 Southwest High School Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 014-212 Southwest High School Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-014-99-000-014212 - \$1,408,619.00
671-81-6629-H42-014-99-000-014212 - \$140,862.00

COST:

Not To Exceed \$1,549,481.00

VENDOR:

AADVAL, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #014 Southwest High School

RATIONALE:

In order for all phases of the project to be completed by the fall of 2021, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 015-202 WESTERN HILLS HIGH SCHOOL ADDITION/RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

On August 13, 2019, BOE approved the authorization to enter into a contract with a Construction Manager at Risk, Reeder General Contractors, Inc., for a GMP not to exceed \$26,849,000 for Job No. 015-202 (CMAR RFQ #19-100), Western Hills High School Addition/Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$711,425.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 015-202 Western Hills High School Addition/Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 015-202 Western Hills High School Addition/Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 015-202 Western Hills High School Addition/Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-015-99-000-015202 - \$646,750.00

671-81-6629-H42-015-99-000-015202 - \$64,675.00

COST:

Not To Exceed \$711,425.00

VENDOR:

DWW Abatement, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #015 Western Hills High School

RATIONALE:

In order for all phases of the project to be completed by the fall of 2021, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 011-211 TRIMBLE TECHNICAL HIGH SCHOOL RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

At this evening's BOE meeting, CIP is seeking approval authorizing entering into a contract with a Construction Manager at Risk, Byrne – Potere JV, for a GMP not to exceed \$33,208,500 for Job No. 011-211 (CMAR RFQ #20-002), Trimble Technical High School Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$1,828,393.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 011-211 Trimble Technical High School Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 011-211 Trimble Technical High School Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 011-211 Trimble Technical High School Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-011-99-000-011211 - \$1,662,175.00

671-81-6629-H42-011-99-000-011211 - \$166,218.00

COST:

Not To Exceed \$1,828,393.00

VENDOR:

AMX Environmental

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #011 Trimble Technical High School

RATIONALE:

In order for all phases of the project to be completed by the fall of 2022, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOC HAZMAT ABATEMENT SERVICES (CSP 19-002) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM FOR JOB NO. 083-131 YOUNG MEN'S LEADERSHIP ACADEMY ADDITION/RENOVATION

BACKGROUND:

On September 25, 2018, the Board of Education (BOE) approved entering into contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CSP 19-002).

At this evening's BOE meeting, CIP is seeking approval authorizing entering into a contract with a Construction Manager at Risk, Turner | Source JV, for a GMP not to exceed \$30,415,000 for Job No. 083-131 (CMAR RFQ #19-091), Young Men's Leadership Academy Addition/Renovation.

Facility hazardous material surveys and sampling work necessary to identify hazardous materials and prepare abatement design documents have been performed at the campus. We have confirmed hazardous material that will need abating prior to construction commencing. CIP is requesting a not to exceed amount of \$1,133,275.00 for this service.

In accordance with District Board Policy CVF(LEGAL), the Board of Education shall approve each job, task, or purchase order that exceeds \$500,000.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 083-131 Young Men's Leadership Academy Addition/Renovation
2. Decline to Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 083-131 Young Men's Leadership Academy Addition/Renovation
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Enter Into A Contract For JOC HAZMAT Abatement Services (CSP 19-002) In Conjunction With The 2017 Capital Improvement Program For Job No. 083-131 Young Men's Leadership Academy Addition/Renovation

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-A42-083-99-000-083131 - \$1,030,250.00

671-81-6629-H42-083-99-000-083131 - \$103,025.00

COST:

Not To Exceed \$1,133,275.00

VENDOR:

Hester Environmental, LP dba TEAM Enterprise

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #083 Young Men's Leadership Academy

RATIONALE:

In order for all phases of the project to be completed by the spring of 2022, abatement of the hazardous material must be performed prior to commencement of construction.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

**TOPIC: APPROVE BUDGET FOR FURNITURE, FIXTURES AND EQUIPMENT
FOR PHASE II OF THE TEACHING AND LEARNING CENTER**

BACKGROUND:

On December 11, 2018 the Board of Education (BOE) approved the architectural services for Phase II of the Teaching and Learning Center (TLC). Phase II of this project includes a 35,000 square foot interior finish out designed around the concept of collaboration. This state-of-the-art facility will support professional learning experiences for teachers and other instructional advocates that can be transferred to classrooms across the district.

In addition to the space, the furniture, fixtures and equipment (FF&E) must accommodate multiple learners and be flexible enough to be repositioned for independent learning and testing. Flexible furniture provides teachers with the ability to set up multiple scenarios in their classrooms that support the concept of collaboration between the student and the teacher and among students themselves.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget For Furniture, Fixtures And Equipment For Phase II Of The Teaching And Learning Center
2. Decline to Approve Budget For Furniture, Fixtures And Equipment For Phase II Of The Teaching And Learning Center
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget For Furniture, Fixtures And Equipment For Phase II Of The Teaching And Learning Center

FUNDING SOURCE

Additional Details

TRE

198-81-6398-001-728-99-002-000000

COST:

Not To Exceed \$1,000,000

VENDOR:

TBD

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
Jerry Moore

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE THE PURCHASE OF FIELD EQUIPMENT FOR BENBROOK MIDDLE/HIGH SCHOOL BASEBALL/SOFTBALL ATHLETIC ADDITION/RENOVATION IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for Benbrook Middle/High School Baseball/Softball Athletic Addition/Renovation on February 12, 2019.

This agenda item requests authorization to purchase new bunker field rakes and walking reel mowers for the new baseball and softball fields in an amount not to exceed \$52,486.00 as follows:

Professional Turf Products, L.P. (BuyBoard #529-17)				
Qty	Item Description	Item #	Unit Price	Extended Total
2	Toro Sand Pro 3040	8703	\$16,355.75	\$32,711.50
	Each includes: (3) Turf Tires and (1) 400 Hour Filter Maintenance Kit	121-9077 30035		
2	Toro Greensmaster 1021 Reel Mower	04830	\$9,887.17	\$19,774.34
	Each includes: (1) 8 Blade 21" Fixed ES Cutting Unit; (1) Interlace Narrow Wiehle Roller Assembly (21"); and (1) Wheel Kit	04832 04805 04123		
			Total:	\$52,485.84

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Purchase Of Field Equipment For Benbrook Middle/High School Baseball/Softball Athletic Addition/Renovation In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve The Purchase Of Field Equipment For Benbrook Middle/High School Baseball/Softball Athletic Addition/Renovation In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Purchase Of Field Equipment For Benbrook Middle/High School Baseball/Softball Athletic Addition/Renovation In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B43-071-99-000-071001 - \$52,486.00

COST:

NTE \$52,486.00

VENDOR:

Professional Turf Products, L.P. - BuyBoard Contract #529-17

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
TEA #071 Benbrook Middle/High School

RATIONALE:

The purchase of the field equipment is necessary for maintenance and upkeep of the new baseball and softball fields.

INFORMATION SOURCE:

Vicki Burris



Vendor Contract Information

[Back](#)

Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

Professional Turf Products[X]

Price Range

Show all prices

Category

None Selected

Contract

Grounds Maintenance Equipment,
Irrigation Parts, Supplies and
Installation[X]

Additional Resources

Vendor Name: Professional Turf Products

Address: 1010 North Industrial Boulevard
Euless, TX 76039

Phone Number: (817) 785-1900

Email: sales@proturf.com

Website: <http://www.proturf.com>

Federal ID: 06-1664252

Contact: Will Dutton

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: No

No Excluded Foreign Terrorist Orgs: No

Contract Name: Grounds Maintenance Equipment, Irrigation Parts, Supp

Contract#: 529-17

Effective Date: 06/01/2017

Expiration Date: 05/31/2020

Payment Terms: Net 10 days

Delivery Days: 45

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,

States Served: Arkansas, Kansas, Louisiana, Missouri, Oklahoma, Texe

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Pa
Vendor response document, and can be found in the Ve
page.

Quote Reference Number: GSVS31079LL

Return Policy: No returns without proper authorization and return good

Additional Dealers: See Additional Dealers/Distributors link for dealer list.

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)



Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Kyle Mitchell
 (817) 201-4444
 mitchellk@proturf.com



Ship To	Ft. Worth ISD	Date:	11/15/2019
Bill To	BUYBOARD (CONTRACT # 529-17) - Credit Cards Not Accepted	Tax Rate	
Contact		Destination	
Address	201 S. Suttles Ave., Fort Worth, TX 76107	Trade-In	
Phone		Finance	
Email		Account Type	Contract
Comments:		QMS: ID	Q33295

Proposal

Qty	Model #	Description	Extended
1	08703	Sand Pro 3040	
3	121-9077	Turf Tire	
1	30035	400 Hour Filter Maintenance Kit	
		Toro Sand Pro 3040	\$ 16,355.75
SubTotal			\$ 16,355.75
Destination			Included
Tax has not been added			\$ -
TOTAL			\$ 16,355.75

Comments:

**For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.**

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Kyle Mitchell
 (817) 201-4444
 mitchellk@proturf.com



Ship To	Ft. Worth ISD	Date:	11/15/2019
Bill To	BUYBOARD (CONTRACT # 529-17) - Credit Cards Not Accepted	Tax Rate	
Contact		Destination	
Address	201 S. Suttles Ave., Fort Worth, TX 76107	Trade-In	
		Finance	
Phone		Account Type	Contract
Email		QMS: ID	Q33295
Comments:			

Proposal

Qty	Model #	Description	Extended
1	04830	Greensmaster 1021	
1	04832	8 Blade 21 Inch Fixed ES Cutting Unit	
1	04805	Interlace Narrow Wiehle Roller Assembly (21 Inch)	
1	04123	Wheel Kit	
		Toro Greensmaster 1021	\$ 9,887.17

SubTotal	\$ 9,887.17
Destination	Included
Tax has not been added	-
TOTAL	\$ 9,887.17

Comments:

**For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.**

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2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE THE MINUTES OF THE SEPTEMBER 9, 2019 CITIZENS' OVERSIGHT COMMITTEE MEETING FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The Board of Education established a Citizens' Oversight Committee (COC) to monitor the District's 2017 Capital Improvement Program and to advise the Superintendent and the Board on any Program issues. The minutes from the September 9, 2019, have been reviewed and approved by the COC members.

STRATEGIC GOAL:

Select the Strategic Goal that applies

ALTERNATIVES:

1. Approve the Minutes of the September 9, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
2. Decline to Approve the Minutes of the September 9, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Minutes of the September 9, 2019 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

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

Capital Improvement Program

RATIONALE:

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

INFORMATION SOURCE:

Vicki Burris



CAPITAL IMPROVEMENT PROGRAM

2017 Citizens' Oversight Committee Meeting Minutes

Date:	September 9, 2019	Location:	FWISD Board Complex Conference Room
Prepared by:	Ana Perez	Project Name:	2017 FWISD Capital Improvement Program
Purpose:	2017 Capital Improvement Program Citizens' Oversight Committee – Quarterly Update	Meeting Start:	6:00 P.M.
		Meeting End:	7:02 P.M.
Attendees:	COC MEMBERS Tim Carter Gentry, Emily Hyry, Molly Johnson, Paul Miles, Jr. Roderick Moss, Christene Poole, Steven Saucedo, Lisa Silverberg, Kal Suarez, Mary Alice Willis, Libby	FWISD Aery, Danielle Alvarez, Claudia Burris, Vicki George, Debra Myers, Joe Perez, Ana Persley, Kara Scribner, Kent P.	
	ABSENT Benda, Robert (Bob) -- Chair Cardenas, Josue Hyry, Molly Spangler, Anthony West Strawser, Laura	PROCEDEO Anenson, Gary Brock, Barry Demings, Brandon Gomez, Marisol Thompson, Robbie	

Guests
Sonda Tuglen

The following items were discussed:

1. CALL TO ORDER

On behalf of Mr. Benda, Vicki Burris, Chief of Capital Improvement Program called the meeting to order at 6:00 p.m.

2. DISCUSSION OF COMMITTEE APPROVALS AND ACKNOWLEDGEMENTS

3. 2017 CAPITAL IMPROVEMENT PROGRAM UPDATES

PROCEDEO, presented an overall update thus far of the 2017 CIP. See attached presentation for detailed information. Below are highlights of the presentation.

2017 Bond Timeline

- November 2018 through September – 25 projects have been approved by the Board of Education
- September through today – 6 projects are nearing completion
- September 2019 – 5 construction begins on large projects
- September through end of 2019 – Anticipate to begin construction on 5 more large projects

Schedule / Phasing Plan and Construction Updates

- Waverly Park achieved temporary certificate of occupancy with an exception, the dish table will be delivered Monday, September 16, 2019, health inspection will be completed September 24th, and building inspection the following day
- South Hills Athletics will begin in March after the completion of soccer season to complete the improvements to the fields
- Overton Park Elementary
 - About 14% of time has been completed
 - Underground utilities has been completed and foundation work is in progress
- Diamond Hill-Jarvis contractors have mobilized on-site
 - Three portable buildings have been installed which created six classrooms
 - Abatement activities have been initiated
- Dunbar HS is working through pre-construction phase
- North Side HS
 - Construction started over the summer, eleven (11) phases for the renovation process, five (5) classrooms in every phase; two months per classroom to complete
 - Relocated library into a portable building which will remain there for a two year period.
 - The existing square footage of the library and build five classrooms for swing space
- Eastern Hills HS has a Guarantee Max Price (GMP)
 - Contractor presenting GMP on Wednesday, September 11, 2019
 - Based on Bid Opening it is anticipated to be on budget
- Southwest HS, engineering robotics, renovated three classrooms
- Arlington Heights, South Hills, and Polytechnic HS have all been moved up six months from last projected start dates, currently on pre-construction phase

- Western Hills HS – GMP Phase
 - 100% construction documents
 - Take public bid opening last week of September
- Trimble Technical HS
 - Contractor has been selected and will go to the board for approval tomorrow (9/10/19)
 - Anticipated to begin working on project in June
- Paschal HS
 - Last interviews for the selection of a contractor will be 9/10/19
 - Recommendation will be going to the first October Board meeting
 - Anticipated to begin working on project in June

Financial Update

Financial numbers are represented as of August 23, 2019

- Design and Construction in which is the budget that Procedeo manages is \$698,671,364
- Committed amount on the construction side is \$106,000.00
- Uncommitted amount is \$592,000,000
- Administrative side just “north” of \$50,000,00.00 in the budget, just “north” of \$23,000,000 has been committed which will leave us \$27,000,000
- Overall grand total with the budget of \$749,735,000.00, with committed \$130,000,000
- Which leaves with uncommitted with \$619,000,000 uncommitted

As the COC continues to meet the total uncommitted will continue to decrease.

*Budget is all money allocated for the specific project.

*Committed is the amount of dollars to a particular vendor, therefore a purchase order/contract is in place.

*Uncommitted dollar amounts to be allocated at a later date, available funds for project.

Procurement Schedule

There are 29 total projects.

The following projects have been opened, evaluated and pending Board approval:

- Two projects have opened, evaluated and pending Board approval
- CMAR - Trimble Technical HS Reno
 - Contractor has been selected as on the agenda for tomorrow night
- CMAR - Paschal HS Reno
 - Will have the last interviews tomorrow and request approval on the first October Board meeting

No projects currently advertised

The following projects are scheduled to advertise:

- CSP – South Hills Athletics
- CSP – Tanglewood Renovation
 - Project will begin once the District can alleviate the number of students on campus, plan to begin Summer of 2020

Board Approved Projects Review

- Northside Athletics batting cages, new turf on baseball fields
- Northside Mariachi, gas line relocated 5,000 sq. ft.
- Northside renovation, existing library turning into five classrooms
- Diamond Hill Jarvis, new portable building to develop six classrooms spaces
- Overton Park Elementary, just over a month old.
- South Hills Add/Reno
- Dunbar Athletics, exterior brick work
- Dunbar renovation

Historically Underutilized Business (HUB) Program Report

The goal for the District is 25% which PROCEDEO has exceeded that goal up to date. PROCEDEO is committed to reaching out to minority vendors. Being in the Design Phase, PROCEDEO has reached 45.89% commitment in HUB contracts to date. This includes HUB Primes, Sub-Contractors, Third Party vendors, and Owner Representatives.

- As of July 31, 2019 the HUB Commitment to date 45.89%, equivalent to \$47,185,485.51

HUB Outreach

FWISD Vendor Fair – 475 attendees

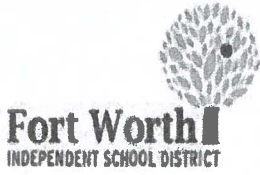
HUB Communication

- Monthly workshop - “It’s Just Business with FWISD”
 - Audience grew from May to August by 30 attendees

Student Engagement Program

FWISD high school students are introduced to careers in architecture, engineering and construction from industry partners.

- 9 schools represented
- 260+ students participated



CAPITAL IMPROVEMENT
PROGRAM

4. GENERAL DISCUSSION / ANNOUNCEMENTS

Drone Program Information for the Dunbar Aviation Program

5. FUTURE MEETING CONFIRMATION

The next meeting will be held on November 11, 2019

**Meetings are audio recorded for District records*

6. ADJOURNMENT

The meeting adjourned at 7:02 p.m.

Approval

A handwritten signature in blue ink, appearing to read "Robert Benda".

Robert Benda, Chairman

Date 11/11/19

Cc: All attendees
PROCEDEO Document Control

**CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE THE MINUTES FROM THE NOVEMBER 7, 2019 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 the Minutes from the November 7, 2019 Board Policy Committee Meeting
2. Decline to Approve the Minutes from the November 7, 2019 Board Policy Committee Meeting
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Minutes from the November 7, 2019 Board Policy Committee Meeting

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

November 7, 2019 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 Norman Robbins
Amanda Coleman

Visitors

1 visitor present

Call to order at 12:05 p.m. by Ashley Paz.

A. Introduce Policy Director and Review Policy Review Process

- Amanda Coleman, Board Policy Director, provided process used by the District Policy Review Committee (PRC).
 - 20 member Policy Review Committee
 - Meetings held every other month or as needed
 - ItsLearning page for committee to access policies up for discussion
 - Policies emailed to PRC members one to two weeks in advance of meetings
 - Local policies are provided by Texas Association of School Boards (TASB), departments, or other stakeholders, moved to the PRC, moved to the Superintendent' Leadership Team, and lastly to the Board of Trustees for approval.
- The Board policy Committee will continue reviewing "B" policies and other policies deemed necessary by the Board Policy Director and PRC.

B. Review Past Work and Purpose of the Committee

- In the past the Board Policy Committee has reviewed "B" policies and policies with special interests to the District as a whole.
- Trustee Paz provided materials from the Council of Great City Schools to support identifying policies that were not equitable and needing revisions.

C. Discuss Goals for 2019-2020 Board Policy Review Committee

- The committee will await Update 114, which is expected at the end of November 2019. Once policies are identified from the most recent legislative session, the committee can identify a timeline for reviewing policies.
- FDA(LOCAL) and FDB(LOCAL): admissions policies that deal with admissions for School of Choice will be provided by the Board Policy Director for the committees review.

D. Adjourn

- Meeting adjourned at 12:58pm.

Signed: _____ Date: _____
Ashley Paz, Chair

**ACTION AGENDA ITEM
BOARD MEETING
December 10, 2019**

**TOPIC: OFFICIAL BALLOT FOR ELECTION OF MEMBERS OF THE BOARD
OF THE TARRANT APPRAISAL DISTRICT**

BACKGROUND:

The terms of the five current Directors of the Tarrant Appraisal District (TAD) expire on December 31, 2019. Attached is a list of candidates and an official ballot in the form of a resolution. The Fort Worth ISD Board of Trustees are entitled to cast 577 votes collectively or separately for the following candidates for the Board of TAD. The Property Tax Code requires that votes be determined in an open meeting by resolution. Nominees who receive the largest cumulative vote total are elected to the Board; therefore, it is in the best interest of the Fort Worth ISD Board of Trustees to cast all 577 votes for its nominee.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve to cast all 577 votes collectively for the Fort Worth ISD nominee.
2. Decline to Approve to cast all 577 votes collectively for the Fort Worth ISD nominee.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Board discretion.

FUNDING SOURCE

Additional Details

No Cost

N/A

COST:

None

VENDOR:

Not applicable

PURCHASING MECHANISM

Select Purchasing Category

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 Education

RATIONALE:

The Fort Worth ISD Board of Trustees should cast all 577 votes for their nominee to help ensure election of one member to the Board of Directors of the TAD.

INFORMATION SOURCE:

Karen Molinar



**RESOLUTION FOR
ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS
TARRANT APPRAISAL DISTRICT**

We, the governing body of Fort Worth Independent School District, have been advised by the Chief Appraiser of Tarrant Appraisal District that we are entitled to cast 577 votes for the following nominees for the Board of Tarrant Appraisal District:

- Mr. Daniel J. Bennett
- Mr. Richard DeOtte
- Mr. John Fegan
- Mr. Michael Glaspie
- Mr. Mike Leyman
- Mr. Gary Losada
- Mr. John Molyneaux
- Mr. Mike O'Donnell
- Mr. Joe Potthoff
- Ms. Kathryn Wilemon

We do hereby resolve and order that the Fort Worth Independent School District cast and does hereby cast its votes as follows:

_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____
_____	votes for	_____

Passed this _____ day of _____, 2019

Presiding Officer

ATTEST
_____, Secretary or clerk of Fort Worth Independent School District

IMPORTANT: This ballot by resolution should be returned **before December 15, 2019** to Jeff Law, Chief Appraiser, Tarrant Appraisal District, P. O. Box 185579, Fort Worth, Texas, 76181-0579, by mail or by fax to (817) 595-6198 or by email to cthornnton@tad.org.

**ACTION AGENDA ITEM
BOARD MEETING
DECEMBER 10, 2019**

TOPIC: APPROVE 2020-2021 SCHOOL CALENDARS – TRADITIONAL, ALICE CARLSON ALC, EARLY COLLEGE AND JO KELLY SCHOOL

BACKGROUND:

Fort Worth ISD Board of Trustees approve school calendars developed with input from District stakeholders on an annual basis. The recommended 2020-2021 school calendars meet the 75,600 minutes' state requirement. All calendars are designed to meet the instructional needs of the students in our schools. Testing dates, staff days, holidays, snow days, fall, winter, and spring breaks were considered and discussed when developing the calendars.

Attached you will find a copy of the recommended calendars for the 2020-2021 school year.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve 2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School
2. Decline to Approve 2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School

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

All Fort Worth ISD schools, departments, and community.

RATIONALE:

Approval of 2020-2021 School Calendars – Traditional, Alice Carlson ALC, Early College and Jo Kelly School will provide advanced information for school personnel, parents, students, and the community regarding the coming school year.

INFORMATION SOURCE:

Karen Molinar

2020-2021 FORT WORTH ISD STUDENT/TEACHER CALENDAR (TRADITIONAL)

- STUDENT/DISTRICT HOLIDAYS
- NO STUDENTS ● CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAYS - NO STUDENTS
- SEMESTER MILESTONES | START/END OF GRADING PERIOD

This draft illustrates proposed instructional days for students and teachers. School day start/end times will be provided at a later date.

Specific details regarding Staff Days will be outlined in the district's Professional Learning calendar scheduled for release in February.

174 STUDENT DAYS

182 + 5 (FLEX) = 187 TEACHER DAYS

AUGUST 2020						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
NEW FORT WORTH ISD TEACHER ACADEMY						
9	10	11	12	13	14	15
STAFF DAYS						
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
11 STUDENT 16 TEACHER						
NOVEMBER 2020						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
16 STUDENT 16 TEACHER						
FEBRUARY 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
18 STUDENT 19 TEACHER						
MAY 2021						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
19 STUDENT 20 TEACHER						

SEPTEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
21 STUDENT 21 TEACHER						
DECEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
14 STUDENT 14 TEACHER						
MARCH 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
17 STUDENT 17 TEACHER						
JUNE 2021						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
19 STUDENT 20 TEACHER						

OCTOBER 2020						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
21 STUDENT 21 TEACHER						
JANUARY 2021						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
17 STUDENT 18 TEACHER						
APRIL 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
20 STUDENT 20 TEACHER						
JULY 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
19 STUDENT 20 TEACHER						

2020-2021 FORT WORTH ISD STUDENT/TEACHER CALENDAR (ALICE CARLSON ALC)

- STUDENT/DISTRICT HOLIDAYS/INTERSESSION
- NO STUDENTS ● CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAYS - NO STUDENTS
- SEMESTER MILESTONES | START/END OF GRADING PERIOD

This draft illustrates proposed instructional days for students and teachers. School day start/end times will be provided at a later date.

Specific details regarding Staff Days will be outlined in the district's Professional Learning calendar scheduled for release in February.

174 STUDENT DAYS

182 + 5 (FLEX) = 187 TEACHER DAYS

AUGUST 2020						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
NEW FORT WORTH ISD TEACHER ACADEMY						
9	10	11	12	13	14	15
STAFF DAYS						
16	17	18	19	20	21	22
17 START FIRST DAY						
23	24	25	26	27	28	29
30	31					
11 STUDENT 16 TEACHER						
NOVEMBER 2020						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
THANKSGIVING BREAK						
29	30					
16 STUDENT 16 TEACHER						
FEBRUARY 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
15 SNOW DAY FLEX						
21	22	23	24	25	26	27
28						
18 STUDENT 19 TEACHER						
MAY 2021						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
STAAR/EOC						
9	10	11	12	13	14	15
STAAR/EOC						
16	17	18	19	20	21	22
STAAR ONLINE						
23	24	25	26	27	28	29
30	31					
31 MEMORIAL DAY						
20 STUDENT 20 TEACHER						

SEPTEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
7 LABOR DAY						
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
21 STUDENT 21 TEACHER						
DECEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
STAAR/EOC						
13	14	15	16	17	18	19
18 END SEMESTER						
20	21	22	23	24	25	26
WINTER BREAK						
27	28	29	30	31		
14 STUDENT 14 TEACHER						
MARCH 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
INTERSESSION						
14	15	16	17	18	19	20
SPRING BREAK						
21	22	23	24	25	26	27
28	29	30	31			
29 HUERTA CHAVEZ FLEX						
12 STUDENT 12 TEACHER						
JUNE 2021						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
11 END LAST DAY						
13	14	15	16	17	18	19
14 STAFF DAY						
20	21	22	23	24	25	26
STAAR/EOC						
27	28	29	30			
9 STUDENT 10 TEACHER						

OCTOBER 2020						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
INTERSESSION						
11	12	13	14	15	16	17
12 FALL BREAK FLEX						
18	19	20	21	22	23	24
23 END 9-WKS						
25	26	27	28	29	30	31
26 START 9-WKS						
16 STUDENT 16 TEACHER						
JANUARY 2021						
SU	M	TU	W	TH	F	SA
					1	2
1 WINTER BREAK						
3	4	5	6	7	8	9
4 WINTER BREAK						
5 STAFF DAY						
6 START SEMESTER						
10	11	12	13	14	15	16
15 END 9-WKS						
17	18	19	20	21	22	23
18 MLK						
19 START 9-WKS						
24	25	26	27	28	29	30
31						
17 STUDENT 18 TEACHER						
APRIL 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
1 END 9-WKS						
2 GOOD FRIDAY FLEX						
4	5	6	7	8	9	10
4 EASTER						
5 START 9-WKS						
STAAR						
11	12	13	14	15	16	17
STAAR ONLINE						
18	19	20	21	22	23	24
19 SNOW DAY FLEX						
25	26	27	28	29	30	
20 STUDENT 20 TEACHER						
JULY 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
4 INDEPENDENCE DAY						
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DRAFT PROPOSAL - NOT BOARD APPROVED

2020-2021 FORT WORTH ISD STUDENT/TEACHER CALENDAR (EARLY COLLEGE HIGH SCHOOL)

- STUDENT/DISTRICT HOLIDAYS
- NO STUDENTS ● CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAYS - NO STUDENTS
- SEMESTER MILESTONES | START/END OF GRADING PERIOD

This draft illustrates proposed instructional days for students and teachers. School day start/end times will be provided at a later date.

Specific details regarding Staff Days will be outlined in the district's Professional Learning calendar scheduled for release in February.

174 STUDENT DAYS

182 + 5 (FLEX) = 187 TEACHER DAYS

AUGUST 2020						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
NEW FORT WORTH ISD TEACHER ACADEMY						
9	10	11	12	13	14	15
STAFF DAYS						
16	17	18	19	20	21	22
17 START FIRST DAY						
23	24	25	26	27	28	29
30	31					
11 STUDENT 16 TEACHER						
NOVEMBER 2020						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
6 END 6-WKS						
8	9	10	11	12	13	14
9 START 6-WKS						
15	16	17	18	19	20	21
22	23	24	25	26	27	28
THANKSGIVING BREAK						
29	30					
16 STUDENT 16 TEACHER						
FEBRUARY 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
5 STAFF DAY						
7	8	9	10	11	12	13
12 END 6-WKS						
14	15	16	17	18	19	20
15 SNOW DAY FLEX 16 START 6-WKS						
21	22	23	24	25	26	27
28						
18 STUDENT 19 TEACHER						
MAY 2021						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
STAAR/EOC						
9	10	11	12	13	14	15
STAAR/EOC						
16	17	18	19	20	21	22
STAAR ONLINE						
23	24	25	26	27	28	29
27 END LAST DAY 28 STAFF DAY						
30	31					
19 STUDENT 20 TEACHER						

SEPTEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
7 LABOR DAY						
13	14	15	16	17	18	19
20	21	22	23	24	25	26
25 END 6-WKS						
27	28	29	30			
28 START 6-WKS						
21 STUDENT 21 TEACHER						
DECEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
STAAR/EOC						
13	14	15	16	17	18	19
18 END SEMESTER						
20	21	22	23	24	25	26
WINTER BREAK						
27	28	29	30	31		
14 STUDENT 14 TEACHER						
MARCH 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
SPRING BREAK						
21	22	23	24	25	26	27
28	29	30	31			
29 HUERTA CHAVEZ FLEX						
17 STUDENT 17 TEACHER						
JUNE 2021						
SU	M	TU	W	TH	F	SA
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
STAAR/EOC						
27	28	29	30			

OCTOBER 2020						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
12 FALL BREAK FLEX						
18	19	20	21	22	23	24
25	26	27	28	29	30	31
21 STUDENT 21 TEACHER						
JANUARY 2021						
SU	M	TU	W	TH	F	SA
					1	2
1 WINTER BREAK						
3	4	5	6	7	8	9
4 WINTER BREAK 5 STAFF DAY 6 START SEMESTER						
10	11	12	13	14	15	16
17	18	19	20	21	22	23
18 MLK						
24	25	26	27	28	29	30
31						
17 STUDENT 18 TEACHER						
APRIL 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
2 GOOD FRIDAY FLEX						
4	5	6	7	8	9	10
4 EASTER 6 STAAR 9 END 6-WKS						
11	12	13	14	15	16	17
12 START 6-WKS STAAR ONLINE						
18	19	20	21	22	23	24
19 SNOW DAY FLEX						
25	26	27	28	29	30	
20 STUDENT 20 TEACHER						
JULY 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
4 INDEPENDENCE DAY						
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2020-2021 FORT WORTH ISD STUDENT/TEACHER CALENDAR (JO KELLY)

- STUDENT/DISTRICT HOLIDAYS/INTERSESSION
- NO STUDENTS ● CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAYS - NO STUDENTS
- SEMESTER MILESTONES | START/END OF GRADING PERIOD

This draft illustrates proposed instructional days for students and teachers. School day start/end times will be provided at a later date.

Specific details regarding Staff Days will be outlined in the district's Professional Learning calendar scheduled for release in February.

174 STUDENT DAYS

182 + 5 (FLEX) = 187 TEACHER DAYS

AUGUST 2020						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
NEW FORT WORTH ISD TEACHER ACADEMY						
9	10	11	12	13	14	15
STAFF DAYS						
16	17	18	19	20	21	22
17 START FIRST DAY						
23	24	25	26	27	28	29
30	31					
11 STUDENT 16 TEACHER						
NOVEMBER 2020						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
THANKSGIVING BREAK						
29	30					
16 STUDENT 16 TEACHER						
FEBRUARY 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
15 SNOW DAY FLEX						
21	22	23	24	25	26	27
28						
18 STUDENT 19 TEACHER						
MAY 2021						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
STAAR/EOC						
9	10	11	12	13	14	15
STAAR/EOC						
16	17	18	19	20	21	22
STAAR ONLINE						
23	24	25	26	27	28	29
30	31					
31 MEMORIAL DAY						
20 STUDENT 20 TEACHER						

SEPTEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
7 LABOR DAY						
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
21 STUDENT 21 TEACHER						
DECEMBER 2020						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
STAAR/EOC						
13	14	15	16	17	18	19
18 END SEMESTER						
20	21	22	23	24	25	26
WINTER BREAK						
27	28	29	30	31		
14 STUDENT 14 TEACHER						
MARCH 2021						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
INTERSESSION						
14	15	16	17	18	19	20
SPRING BREAK						
21	22	23	24	25	26	27
28	29	30	31			
29 HUERTA CHAVEZ FLEX						
12 STUDENT 12 TEACHER						
JUNE 2021						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
4 INTERSESSION						
6	7	8	9	10	11	12
11 INTERSESSION						
13	14	15	16	17	18	19
15 END LAST DAY						
16 STAFF DAY						
20	21	22	23	24	25	26
STAAR/EOC						
27	28	29	30			
9 STUDENT 10 TEACHER						

OCTOBER 2020						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
INTERSESSION						
11	12	13	14	15	16	17
12 FALL BREAK FLEX						
18	19	20	21	22	23	24
23 END 9-WKS						
25	26	27	28	29	30	31
26 START 9-WKS						
16 STUDENT 16 TEACHER						
JANUARY 2021						
SU	M	TU	W	TH	F	SA
					1	2
1 WINTER BREAK						
3	4	5	6	7	8	9
4 WINTER BREAK						
5 STAFF DAY						
6 START SEMESTER						
10	11	12	13	14	15	16
15 END 9-WKS						
17	18	19	20	21	22	23
18 MLK						
19 START 9-WKS						
24	25	26	27	28	29	30
31						
17 STUDENT 18 TEACHER						
APRIL 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
1 END 9-WKS						
2 GOOD FRIDAY FLEX						
4	5	6	7	8	9	10
4 EASTER						
5 START 9-WKS						
STAAR						
11	12	13	14	15	16	17
STAAR ONLINE						
18	19	20	21	22	23	24
19 SNOW DAY FLEX						
25	26	27	28	29	30	
20 STUDENT 20 TEACHER						
JULY 2021						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
4 INDEPENDENCE DAY						
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**ACTION CONSENT AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE BOARD RESOLUTION AND OFFER TO OWNER OF 5062 WILLIE STREET, FORT WORTH, TARRANT COUNTY, TEXAS FOR PROPERTY BEING ACQUIRED FOR SCHOOL USE

BACKGROUND:

Fort Worth ISD has previously determined that a public necessity exists to expand the Young Men's Leadership Academy as set forth in the 2017 Capital Improvement Program. The property at 5062 Willie Street—owned by Tammie Cornelius—is in the immediate vicinity of the school and Fort Worth ISD needs to acquire the lot, consisting of 12,500 square feet of land, for the expansion of the school. A final offer has been made to purchase the property from owner of record, Tammie Cornelius, for \$38,000 based on the market value, which was determined by an appraiser engaged by Fort Worth ISD. The Board has authorized counsel to initiate and exercise condemnation proceedings in furtherance of Fort Worth ISD's power of eminent domain for the purpose of acquiring fee simple title to the property.

Ms. Cornelius has agreed to vacate the property on or before December 15, 2019 for a total payment of \$65,000 plus closing costs.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board Resolution and Offer to Owner of 5062 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use
2. Decline to Approve Board Resolution and Offer to Owner of 5062 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Board Resolution and Offer to Owner of 5062 Willie Street, Fort Worth, Tarrant County, Texas for Property Being Acquired for School Use

FUNDING SOURCE

Additional Details

CIP 2017

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

COST:

\$65,000

VENDOR:

Not Applicable

PURCHASING MECHANISM

Sole Source

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 the expansion and operation of the Young Men's Leadership Academy. Ms. Cornelius has agreed to the amount requested in exchange for vacating and conveying the property on or before December 15, 2019 so that construction can commence.

INFORMATION SOURCE:

Art Cavazos
Vicki Burris

RESOLUTION TO APPROVE BOARD RESOLUTION AND OFFER TO OWNER OF 5062 WILLIE STREET, FORT WORTH, TARRANT COUNTY, TEXAS FOR PROPERTY BEING ACQUIRED FOR SCHOOL USE

**BOARD OF EDUCATION
BOARD MEETING: DECEMBER 10, 2019
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 10th day of December, 2019, 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, Fort Worth ISD has previously determined that a public necessity exists to expand the Young Men’s Leadership Academy as set forth in the 2017 Capital Improvement Program. The property at 5062 Willie Street—owned by Tammie Cornelius—is in the immediate vicinity of the school and Fort Worth ISD needs to acquire the one lot, which is adjacent to Ms. Cornelius’s residence, for the expansion of the school;

WHEREAS, a final offer has been made to purchase the property from owner of record, Tammie Cornelius, for \$38,000 based on the market value, which was determined by an appraiser engaged by Ft. Worth ISD;

WHEREAS, the District has previously authorized and directed 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;

WHEREAS, Ms. Cornelius has agreed to convey the property no later than December 15, 2019 in exchange for a payment of \$65,000 and closing costs.

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 counsel to make an offer of payment to Tammie Cornelius in the amount of \$65,000 plus closing costs to acquire the property at 5062 Willie Street 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 "Cinto" Ramos, Jr., President,
Fort Worth Independent School District
Board of Education

ATTEST:

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

**ACTION AGENDA ITEM
BOARD MEETING
December 10, 2019**

TOPIC: APPROVE RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN EARLY CHILDHOOD INTERVENTION (ECI) OF NORTH CENTRAL TEXAS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD)

BACKGROUND:

A Memorandum of Understanding (MOU) between the ECI of North Central Texas and FWISD is renewed each year to ensure that students with disabilities served by the ECI program transition to services provided by FWISD with no interruption of services. ECI is the agency responsible for services available to infants and toddlers with disabilities from birth to 2 year of age, as required by Part C of the Individuals with Disabilities Education Act (IDEA). The Fort worth ISD is the agency responsible for services to children with disabilities, ages 3 to 21, as required by Part B of IDEA. Collaboration between the two agencies is essential to ensure that all children under age 3 suspected of having a disability are identified and evaluated by the Fort Worth ISD and served by their 3rd birthday. In the same way, the Fort Worth ISD is responsible for providing information to ECI regarding all children under age 3 suspected of having a disability and discovered through the Child Find process. The MOU is approved annually by the Board.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of a Memorandum of Understanding between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District (FWISD)
2. Decline to Approve Ratification of a Memorandum of Understanding between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District (FWISD)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of a Memorandum of Understanding between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District (FWISD)

FUNDING SOURCE

Additional Details

No Cost

Not applicable

COST:

\$0.00

VENDOR:

Early Childhood Intervention (ECI)

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

Fort Worth ISD elementary schools

RATIONALE:

The MOU annual approval by the Board is necessary to ensure a seamless transition from ECI services to services provided by the FWISD for eligible students with disabilities.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING

FORT WORTH ISD/SSA and ECI of North Central Texas 2019-2020

Overview:

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

Purpose:

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

This Memorandum sets forth the intention of the ECI(s) and LEA(s) to work together to ensure this seamless transition occurs. Attached is a detail of ECI and LEA responsibilities, including statutory requirements, in accomplishing this objective. Revisions to the memorandum and detailed responsibility attachment will be developed as needed to reflect major agency reorganizations or statutory changes that affect the agencies and/or their responsibilities.

Terms of Agreement:

This Memorandum will be effective for the 2019-20 fiscal year (September 1, 2019 through August 31, 2020); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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I. Deaf or Hard of Hearings (D/HH) and/or Visual Impairments (VI)

D/HH/VI	ECI	D/HH/VI	LEA
	<p>1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.</p> <ul style="list-style-type: none"> a. Must develop the IFSP within 45 days of initial referral to ECI; b. Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; c. Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and d. Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process. 		<p>1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year-round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.</p> <ul style="list-style-type: none"> a. Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and b. Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit. c. Requirements defined by Part C as specified definitions. d. Must make services available to families and be flexible in accommodating their schedules. e. Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability.
	<p>2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in coordination with the LEA, within 45 days of referral.</p> <ul style="list-style-type: none"> a. Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. b. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals. 		<p>2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process.</p> <ul style="list-style-type: none"> a. Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. b. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.
	<p>3. Provides children from birth through 2 suspected of having D/HH and/or VI with:</p> <ul style="list-style-type: none"> a. Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist; b. Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below; c. Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available; d. With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate; e. An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH and/or VI will be addressed; 		<p>3. Will keep a folder on each child that contains, at a minimum, the following documentation:</p> <p>Basic child and family information:</p> <ul style="list-style-type: none"> a. Referral information; b. A copy of the eye doctor report and/or otolaryngologist and audiologist reports; c. Evaluation/assessment reports; d. The initial and subsequent IFSPs; e. Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.) f. For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count; g. Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and h. A copy of the Visual Impairment Supplement that addresses the expanded core curriculum and/or a

D/HH/VI	ECI	D/HH/VI	LEA
	<ul style="list-style-type: none"> f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and g. Paperwork that has been received and documented by the 20th of each month. 		<p>copy of the D/HH Supplement that addresses preferred mode of communication.</p>
<p>4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment within 5 days, with appropriate written referrals and notifications including the following:</p> <ul style="list-style-type: none"> a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI); b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS); c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment. <p>* Services for VI included in the IFSP must be provided by a TVI and COMS.</p>	<p>4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following:</p> <ul style="list-style-type: none"> a. A functional vision evaluation and learning media assessment by a TVI; b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist; c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district; d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP; e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice; f. Services by a TVI and a COMS, as specified by the IFSP; g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address (ECI.aivideos@mhmrctc.org) using a designated naming convention in the subject line no later than one week following the day of the visit; h. Materials that are available through Quota Funds as specified by the IFSP; and i. Registration on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-Blind Child Count. 		
<p>5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:</p> <ul style="list-style-type: none"> a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist; c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH will be addressed; and 	<p>5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:</p> <ul style="list-style-type: none"> a. Assessments required to determine the need for services or adaptive equipment related to being D/HH; b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP; c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by 		

D/HH/VI ECI	D/HH/VI LEA
<p>c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.</p> <p>* Services for children who are D/HH included in the IFSP must be provided by a TODHH.</p>	<p>parent or by ECI to the district;</p> <p>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the child's hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>e. Services by a TODHH, as specified by the IFSP;</p> <p>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email address (ECI.aivideos@mhmrtc.org) no later than one week following the day of the visit.</p> <p>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and</p> <p>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD.</p>
<p>6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present.</p>	<p>6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.</p>
<p>7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP.</p>	<p>7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations.</p>
<p>8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.</p>	<p>8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement.</p>
<p>9. No Additional Requirements</p>	<p>9. Ensures that each LEA will enroll all children, birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3.</p>
<p>10. No Additional Requirements</p>	<p>10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.</p>

D/HH/VI ECI	D/HH/VI LEA
11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.	11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.
12. No Additional Requirements	12. Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined.

II. Transition Process

Transition ECI	Transition LEA
<p>1. By 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which will take place on the child's 3rd birthday to:</p> <ul style="list-style-type: none"> • Early Childhood Special Education; or • Other services that may be available, if appropriate. 	<p>1. LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by:</p> <ul style="list-style-type: none"> • Signature on MOU; • Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family; • Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present.
<p>2. Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child's 3rd birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child's 3rd birthday. This can be done at the transition conference, in a referral packet.</p> <p>In addition, with parent's consent, ECI will send to LEA (by fax or email) the initial IFSP and the most recent progress notes.</p> <p>ECI will use the definition of potentially eligible provided by the State ECI.</p> <p><i>IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:</i></p> <ul style="list-style-type: none"> • Deaf or Hard of Hearing (D/HH) • Autism (AU) • Deaf-Blindness (DB) • Emotional Disturbance (ED) • Intellectual and Development Disabilities (IDD) • Multiple Disabilities (MD) • Non-Categorical Early Childhood* • Orthopedic Impairment (OI) • Other Health Impairment (OHI) • Learning Disability (LD) 	<p>2. LEA will treat the Part B Potentially Eligible Notification as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference.</p>

Transition ECI	Transition LEA
<ul style="list-style-type: none"> • <i>Speech Impairment (SI)</i> • <i>Traumatic Brain Injury (TBI)</i> • <i>Visual Impairment (VI)</i> <p><i>*The "Non-Categorical Early Childhood" category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as "NCEC" if he or she has been found to meet the criteria for one of the conditions below:</i></p> <ul style="list-style-type: none"> • <i>Intellectual and Development Disabilities (IDD),</i> • <i>Emotional Disturbance (ED),</i> • <i>Specific Learning Disability (SLD), or</i> • <i>Autism (AU).</i> <p><i>To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.</i></p> <p><i>Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child's ability to:</i></p> <ul style="list-style-type: none"> • <i>Learn,</i> • <i>Maintain health status required to attend and participate in school.</i> • <i>Navigate the school environment.</i> • <i>Make and maintain positive relationship with other children.</i> • <i>Communicate effectively with others.</i> • <i>Understand and process verbal instruction and/or</i> • <i>Manage his/her own behavior.</i> 	
<p>3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child's 3rd birthday. The ECI service coordinator will attend the transition conference (face-to-face meeting).</p> <p>108.1217 (b) If the parent gives approval to convene the LEA Transition Conference, the contractor must:</p> <p>(1) Meet the requirements in 34 CFR 303.342 and 303.343 which requires:</p> <p>(A) The face-to-face attendance of the parent and the service coordinator; and</p> <p>(B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone.</p> <p>ECI will invite the LEA special education director or designee 14 days before the transition conference.</p> <p>If the child referred to ECI is less than 90 days prior to the child's 3rd birthday, no transition conference is required.</p>	<p>3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days' notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child's 3rd birthday.</p> <p>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.</p> <p>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)</p> <ul style="list-style-type: none"> • Discuss how eligibility is determined, the assessment process, and the ARD process • Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B • Document the date of the transition conference, participants, and the steps discussed to determine the child's Part B eligibility. • Explain timelines to determining eligibility. • Follow up with the family as appropriate after the transition conference. • Inform the family that if the parent decides not to

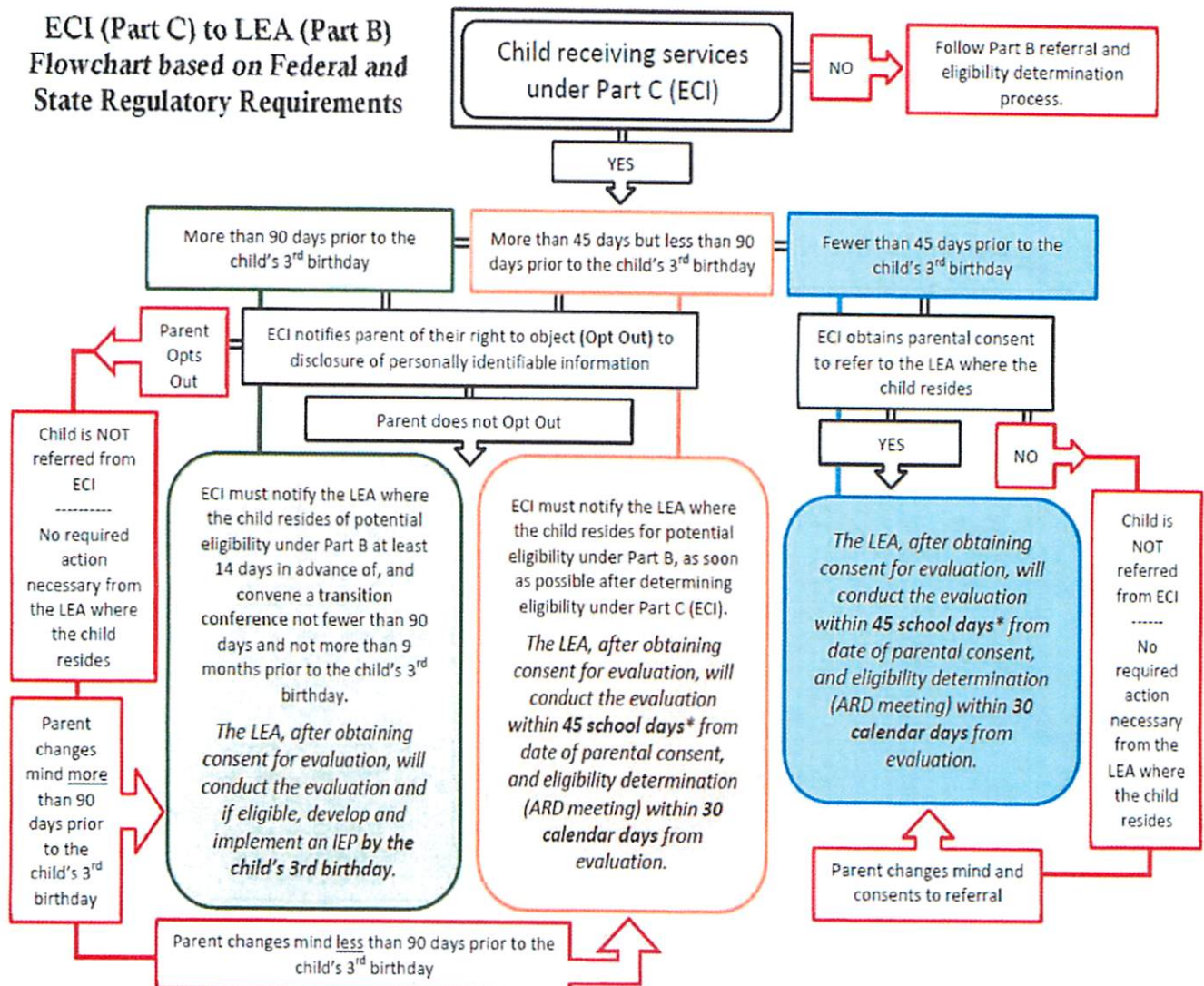
Transition ECI	Transition LEA
	<p>refer initially, they can still request an evaluation for special education services after the age of 3.</p> <p>By the 3rd birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee.</p>
<p>4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility determination and extended year service, as provided by LEA.</p>	<p>4. LEA will provide the following information to ECI:</p> <ul style="list-style-type: none"> • information about special education and related services, including a description of the Part B eligibility definitions; • transition timelines; • process for consenting to an evaluation; • eligibility determination; and • extended year services.
<p>5. No Additional Requirements</p>	<p>5. If the child's 3rd birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2))</p>
<p>6. No Additional Requirements</p>	<p>6. LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3rd birthday.</p> <p>The parent is provided a copy of the <u>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities and a Guide to the Admission, Review and Dismissal Process.</u> Parent signs a receipt verifying that they have received the documents and understand the contents.</p> <p>The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).</p> <p>If the LEA determines that it will not conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the <i>Notice of Procedural Safeguards</i> of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.</p> <p>With parental consent, LEA will notify ECI of decision to not conduct an evaluation.</p>
<p>7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is required for the attendance of the ECI service coordinator at the evaluation.</p>	<p>7. The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301)</p> <ul style="list-style-type: none"> • The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT, TOD/HH/TVI, COMS, etc.).

Transition ECI	Transition LEA
	<ul style="list-style-type: none"> The LEA may accept an outside evaluation as part of the FIE to determine eligibility for special education services under Part B.
8. The ECI service coordinator may be notified of the ARD meeting with parent consent.	8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent.
9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support.	9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323) <ul style="list-style-type: none"> The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child's IEP goals can be achieved. The parent must provide consent for initial placement prior to initiation and implementation of special education services. The parent reserves the right to not provide consent for the initial provision of special education and related services. The parent reserves the right to revoke consent for special education services at any time. With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services.
10. ECI will continue to provide full IFSP services until the child's 3 rd birthday.	10. The LEA will provide services as outlined in the IEP.

III. Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3rd Birthday

90 Days	ECI	90 Days	LEA
1.	If a child is referred to ECI 6 months to 45 days prior to child's 3 rd birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting.	1.	See flowchart below
2.	If a child is referred to ECI between 90 to 45 days prior to their 3 rd birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay.	2.	See flowchart below
3.	If a child is referred to ECI fewer than 45 days before the child's 3 rd birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible.	3.	See flowchart below

ECI (Part C) to LEA (Part B) Flowchart based on Federal and State Regulatory Requirements



* In accordance with current State established initial evaluation timelines.

IV. School Action Plan

Event	LEA Action Required
1. Part B Potentially Eligible Notification	<ul style="list-style-type: none"> • Document and treat as referral • Collaborate with parent to get consent to evaluate. • Assess • Hold ARD meeting • Develop IEP by 3rd Birthday
2. Invitation to Transition Conference	<ul style="list-style-type: none"> • Respond to invitation to transition conference • Attend the conference • Document date of conference, the participants, and the steps to determine a child's part B eligibility.
3. Electronic Communication	<ul style="list-style-type: none"> • Parent gives Consent • District employees must be () public record.
4. D/HH/VI Referral for Services (0-3)	<ul style="list-style-type: none"> • Refer ECI to TODHH and/or TVI then: <ol style="list-style-type: none"> a. Obtain copy of Assessment Consent Form b. Assess c. Attend IFSP meeting d. Begin services if eligible e. Report progress notes for each visit to ECI on a weekly basis

V. Definitions

Word / Acronym	Definition
ARD	Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting
COMS	Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment
D/HH	Deaf / Hard of Hearing
ECI	Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays ECI services provided in Tarrant, Denton, Ellis, Erath, Hood, Johnson, Navarro, Palo Pinto, Parker, Somervell & Wise Counties are offered through the Early Childhood Services division of My Health My Resources (MHMR) of Tarrant County
ECS	Early Childhood Services
ECSE	Early Childhood Special Education
EIS	Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development
ESC 11	Education Service Center Region 11
ESY	Extended School Year
IDEA Part B	Individuals with Disabilities Education Act - Part B A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21
IDEA Part C	Individuals with Disabilities Education Act - Part C A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families
IEP	Individualized Education Plan used to define services for children (ages 3-21)
IFSP	Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development.

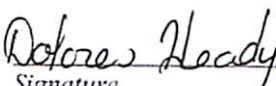
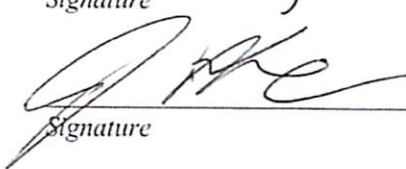
Word / Acronym	Definition
IFSP Team	An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate
LEA	Local Education Agency; a term commonly used to mean a school district or charter school
Limited Personally Identifiable Information	The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family
LRE (LEA)	Least Restrictive Environment A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.]
Natural Environment (ECI)	As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126. (What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.) Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate.
Part B Potential Eligibility Notification	Information sent to the school to begin the referral process; similar to the former 90-day referral
Prior Written Notice	The school district must provide a written notice (information received in writing) whenever the school district: <ol style="list-style-type: none"> (1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or (2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child. The school district must provide the notice in understandable language (34 CFR §300.503(c)).
Procedural Safeguards	This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C
Receiving services	Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B
RDSPD	Regional Day School Program for the Deaf
Service Coordinator	The ECI employee or subcontractor who: <ol style="list-style-type: none"> (1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications); (2) Is assigned to be the single contact point for the family; (3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and (4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities.
SPP12	State Performance Plan Indicator 12 for federal data collection on Early Childhood Transition from Part C to Part B, required of LEA
TEA	Texas Education Agency is the state agency that oversees primary and secondary public education to provide leadership, guidance and resources to help schools meet the educational needs of all students.

Word / Acronym	Definition
TODHH	Teacher of students who are Deaf/Hard of Hearing; teacher certified to work with students who are Deaf/Hard of Hearing
Transition Conference	Face-to-face meeting with LEA, ECI, and parent; coordinated by ECI
TSBVI	Texas School for the Blind and Visually Impaired
TSD	Texas School for the Deaf
TVI	Teacher of students with Visual Impairments; a teacher certified to work with students with visual impairments
VI	Visual Impairment

VI. Signatures

We have reviewed and adopted this Memorandum of Understanding between Fort Worth ISD (LEA) and ECI of North Central Texas (ECI).

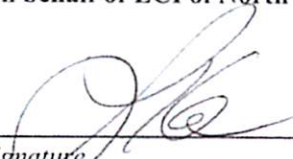
On behalf of Fort Worth ISD (LEA).

Dolores Heady Dolores Heady Director 10-3-19
Signature *Printed Name* *Title* *Date*

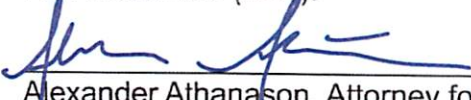
Jerry Moore Chief Academic Officer
Signature *Printed Name* *Title* *Date*

On behalf of ECI of North Central Texas:



Lynn Kester Chief of Early Childhood Services 9/28/19
Signature *Printed Name* *Title* *Date*

Fort Worth ISD (LEA):


 Alexander Athanason, Attorney for FWISD

Fort Worth ISD (LEA):

 Kent P. Scribner, Ph.D.
 Superintendent of Schools

Fort Worth ISD (LEA):

 Jacinto Ramos, Jr., Board President