



Fort Worth
INDEPENDENT SCHOOL DISTRICT

*Board of Education
Regular Meeting
July 16, 2019*

Regular Meeting

Notice is hereby given that on July 16, 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. At least one member of the Board of Education may attend via videoconference in accordance with Texas Government Code Section 551.127; however a quorum is expected to be present at the Board Complex meeting location. 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**
3. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
4. **PUBLIC COMMENT**
5. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
6. **DISCUSSION OF AGENDA ITEMS**
7. **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. June 11, 2019 - Regular Meeting 7
 - B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 1. Approve Software Contract Renewal to Support the Data Management System (EASY IEP) for Students with Disabilities 15
 2. Approve to Negotiate and Enter into Contracts with Behavior Health Providers 21

3. Approve the Selection of the District's University Interscholastic League (UIL) Insurance	25
4. Approve Infield Renovations for Baseball and Softball Fields	28
5. Approve Renewal of E-Rate Consulting Services for 2019-2020 School Year	37
6. Approve Annual Renewal of Wide Area Network Services for 2019-2020 School Year (E-Rate Eligible)	41
7. Approve Renewal of Internet Access Services for 2019-2020 School Year (E-Rate Eligible)	49
8. Approve Annual Renewal of Facts of File Online Subscription Databases	52
9. Approve the 2019-2020 Allocations for Fort Worth After School (FWAS) Partial Service Providers (LOCAL FUNDS)	59
10. Approve the 2019-2020 Allocations for Fort Worth After School (FWAS) Full Service Providers (LOCAL FUNDS)	62
11. Approve the 2019-2020 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)	65
12. Approve the Contract Between Carnegie Learning and Fort Worth Independent School District	68
13. Approve the Contract Between Scholastic Education Inc. and Fort Worth Independent School District	71
14. Approve the Contract Between Hazelden Betty Ford Foundation and Fort Worth Independent School District	74
15. Approve the Interlocal Agreement Between Fort Worth ISD and Tejas School Services Purchasing Cooperative	79
16. Approve the Services for the Child Nutrition Software System for the 2019-20 School Year	81
17. Approve Data Sharing Agreement and Process Between Fort Worth Independent School District and Sodexo Magic	84
18. Approve Ratification of Purchase of School Uniforms for the 5 Leadership Academies	90
19. Approve the Contract Between Fort Worth ISD and Bayes Achievement Center, Inc.	100
20. Approve the Purchase of Equipment, Professional Development, and Curriculum for Aerial Robotics Initiative	107
21. Approve Authorization to Purchase Instructional Literacy Materials	114
22. Approve Authorization for Professional Development by Abydos Literacy Learning	119
23. Approve the Purchase of Additional Instructional Materials for Kindergarten through Eighth Grade Called for Under State Proclamation 2019	124
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of North Texas Health Science Center (UNTHSC)	127
D. Approve the Resolution on Annual Review of Investment Policies and Strategies	134
E. Approval of HHSC Medicaid Administrative Claiming (MAC) Contract	161

- F. Approval of Resignation of Quinton Phillips 2017 Citizens' Oversight Committee Member and the Appointment of Christene C. Moss as His Replacement for the 2017 Capital Improvement Program 163
- G. Closeout of the Contract with RJM Contractors, Inc. for Charles Nash Elementary and Versia Williams Elementary - Bid Package 013 (RFCSP #18-010) and Authorization of Final Payment in the 2013 Capital Improvement Program 166
- H. Closeout of the CMAR Contract with Barlett Cocke General Contractors for South Hills High School, Southwest High School and Wedgwood 6th Grade - Bid Package 018 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program 169
- I. Closeout of the Contract with Dennett Construction for Arlington Heights High School - Bid Package 066B (RFCSP #17-010) and Authorization of Final Payment in the 2013 Capital Improvement Program 172
- J. Approve the Purchase of Furniture, Fixtures & Equipment ("FF&E") for High School Athletic Additions/Renovations in Conjunction with the 2017 Capital Improvement Program 175
- K. 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. 001-102 (RFQ #19-035) Amon Carter-Riverside High School 178
- L. Approve Authorization to Negotiate and Enter into a Contract with JE Dunn-Phillips/May JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 005-212 (RFQ #19-095) Dunbar High School 181
- M. Approve Authorization to Negotiate and Enter into a Contract with Cadence McShane Construction Co., LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 006-202 (RFQ #19-102) Eastern Hills High School 184
- N. Approve Authorization to Negotiate and Enter into a Contract with S&P and Post L, a Joint Venture for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 016-212 (RFQ #19-093) O.D. Wyatt High School 187
- O. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Polytechnic High School Addition / Renovation Job No. 009-202 (RFQ #19-092) in Conjunction with the 2017 Capital Improvement Program 190
- P. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for South Hills High School Addition / Renovation Job No. 003-102 (RFQ #19-104) in Conjunction with the 2017 Capital Improvement Program 194

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

9. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Section 551.071)

1. Palazzolo v. Fort Worth Independent School District; No. CV12-07-438, 271st Judicial District Court, Wise County; No. 02-18-00205-CV, Fort Worth Court of Appeals
 2. Fort Worth Independent School District v. Clark; 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 of Collegiate Programming and Advisement
 2. Executive Director of Payroll, Benefits, Risk Management and Business Systems
 3. Interim Chief Academic Officer
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN REGULAR SESSION - BOARD ROOM

11. ACCEPT CONSENT AGENDA

12. ACTION ITEMS

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

13. 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. Approval of District Teaching Permit for Non-Core CTE Courses 198
- E. Approve Board Resolution and Contract of Sale to Purchase 15 Acre Parcel Being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas Known as Sec Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, or by Eminent Domain if Final Offer is Declined 205
- F. Approve Board Resolution and Contract of Sale to Purchase a 15 Acre Parcel out of the Nathan Proctor Survey Abstract 1229 Tract 1, Tarrant County, TX 76126 Also Known as 1901 RM RD 2871, Fort Worth, Texas 76126 210
- G. Approve Board Resolution and Contract of Sale to Purchase 14 Acre Parcel out of Tract 2A04, Abstract 1565, T&N O RR CO Survey, Also Known as 11553 Benbrook Boulevard, Benbrook, Tarrant County TX 76126 214

H. Approval of the Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 School Year	219
I. Approval of the Personnel Contract Between the Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for Teaching Services During the 2019-2020 School Year	228
14. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS	
15. ADJOURN	

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 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 June 11, 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 June 6, 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 June 6, 2019 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING JUNE 11, 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 June 6, 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 June 6, 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:

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

Absent: T.A. Sims

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
Charles Carroll, Chief Academic Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Assistant Superintendent, Policy and Planning
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. RECOGNITIONS

- A. Career & Technical Education Students Who are Advancing to National Level Competitions, 2018-2019 and 2019-2020 Project Lead The Way Student Interns

Clint Bond introduced students.

Tobi Jackson shared accomplishments of Mr. Charles Watts and mentioned Agenda Item 7.H., regarding the naming of the Eastern Hills High School Hall, after Mr. Watts.

A brief recess was called for guests to leave, if they so choose.

3. REPORTS/PRESENTATIONS

- A. 2019-2020 Budget Update

Elsie Schiro and David Johnson gave this presentation.

- B. Principal's Professional Learning

Mr. Carroll, Sherry Breed, Cherie Washington and Raul Pena shared the information that would be given to principals next week, June 17-19 at Southwestern Baptist Theological Seminary, for the professional learning event.

4. PUBLIC COMMENT

Speakers: Sharon Anderson Scott Blanco Davis Jason Amon

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

The meeting was recessed at 7:01 p.m. and reconvened at 7:08 p.m.

6. DISCUSSION OF AGENDA ITEMS

7. 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. May 14, 2019 - Regular Meeting
 2. May 21, 2019 - Regular Meeting
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
1. Approve Purchase of Cybersecurity Consulting Services
 2. Approve Replacement of Six HVAC Boilers at Five Schools
 3. Approve Purchase of Leveled Literacy Intervention (LLI) Program for Literacy Intervention K-2
 4. Approve Purchase of Soluciones - Literacy Intervention Program for Spanish Readers in K-2
- C. Approve Memorandum of Understanding Between UNT Dallas and Fort Worth Independent School District for the Purpose and Role of the Principal Impact Collaborative ("PIC")
- D. Approve Memorandum of Understanding Between Texas Wesleyan University and the Fort Worth Independent School District
- E. Approve License Agreement with the Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp. for the 2020 Graduation Ceremonies
- F. Approval of Contract with Tarrant County Tax Assessor/Collector for the Collection of Property Taxes
- G. Approval of Budget Amendment for the Period Ended May 31, 2019
- H. Approve Naming the Eastern Hills High School Band Hall The Charles E. Watts Sr., Band Hall
- I. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for Phase II GMP Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 229-131 (RFQ #19-071) Overton Park Elementary School
- J. Approve Authorization to Negotiate and Enter Into a Contract With Turner Construction Company for a GMP for Construction Services in Conjunction with the

2017 Capital Improvement Program Job No. 004-201 (RFQ #19-044) Diamond Hill-Jarvis High School

- K. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 008-203 (RFQ #19-098) North Side High School
 - L. Approve Authorization to Negotiate and Enter into a Contract with Imperial Construction, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 014-212 (RFQ #19-105) Southwest High School
 - M. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Arlington Heights High School Addition / Renovation Job No. 002-102 (RFQ #19-101) in Conjunction with the 2017 Capital Improvement Program
8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION
- The meeting was recessed at 7:12 p.m., following discussion of Consent Agenda Items.
9. 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)
10. RECONVENE IN REGULAR SESSION - BOARD ROOM
- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
11. ACCEPT CONSENT AGENDA

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

The motion was unanimously approved.

12. ACTION ITEMS

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

13. ACTION AGENDA ITEMS

No action was taken on items 13. A., B. and 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. Approve Board Resolution and Contract of Sale to Purchase Lot 1, Block 2, Walter Willi Subdivision, City of Fort Worth, Tarrant County, Texas, Known as 1800 Dillard Street or by Eminent Domain if Final Offer is Declined

Motion was made by Norman Robbins, seconded by Tobi Jackson, to approve Board Resolution and Contract of Sale to Purchase Lot 1, Block 2, Walter Willi Subdivision, City of Fort Worth, Tarrant County, Texas, Known as 1800 Dillard Street or by Eminent Domain if Final Offer is Declined.

The motion was unanimously approved.

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

15. ADJOURN

The meeting was adjourned at 8:04 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
JULY 16, 2019**

TOPIC: APPROVE SOFTWARE CONTRACT RENEWAL TO SUPPORT THE DATA MANAGEMENT SYSTEM (EASY IEP) FOR STUDENTS WITH DISABILITIES

BACKGROUND:

On April 22, 2014, the Fort Worth ISD Board of Education approved the purchase of a new data management system (Easy IEP), that facilitates legal compliance of student Individualized Education Plans (IEPs) and Full and Individual Evaluations (FIEs) for students served in dyslexia, 504, or Special Education Programs. Public Consulting Group, Inc. (PCG) provides the software for the Easy IEP system. The renewal of the contract with PCG will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities. This purchase is from date of award through August 2020 with two (2) one-year renewal options.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities.
2. Decline to Approve the Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities.

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-822-999-99-226-000000

COST:

\$145,500

VENDOR:

Public Consulting Group, Inc. (PCG)

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 Educational Purchasing Cooperative of North Texas (EPCNT) Contract from Dallas ISD KH-205112. 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 for students with dyslexia, 504, or in Special Education Programs.

RATIONALE:

Easy IEP assists administrators and teachers with the reporting requirements of the Individuals with Disabilities in Education Act (IDEA). The renewal of the software contract with PCG will continue the support for the data management system Easy IEP which will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities.

INFORMATION SOURCE:

Corey Golomb
Robert Mendez

EXHIBIT B: COMPENSATION

Pricing

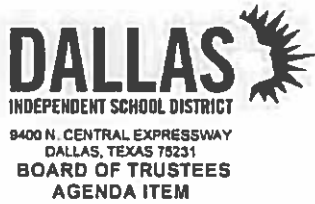
Subject to Section 7 and the other terms and conditions of this Agreement, School System shall pay PCG the following amounts:

The following table outlines PCG's pricing for FWISD for EasyIEP. The pricing below is followed by some pricing details for your reference.

Item	Description	Pricing
PCG Solution Offering: EasyIEP, FIE, EasyTrac, 504, ISP, software maintenance, support, project management, vendor-hosted model	Annual	\$99,000
Paper Clip Component	Annual	\$3,500
EasyFax Component	Annual	\$15,000
ARD/FIE Dynamic Translation	Annual	\$28,000
Total	Annual	\$145,500

Optional Items	Description	Pricing
Progress Report Dynamic Translation	Implementation (One Time)	\$4,000
Progress Report Dynamic Translation	Annual	\$15,000

** Please review pricing assumptions for additional details*



FOR USE BY BOARD SERVICES OFFICE

BOARD FILE #: _____
 AMENDED DATE: _____ (See Minutes)

Meeting Type: Board Meeting Meeting Date: December 14, 2017
 Policy Reference: CH (LOCAL)

CONSIDER AND TAKE POSSIBLE ACTION TO AUTHORIZE, NEGOTIATE AND ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP FOR THE PURCHASE OF CASE MANAGEMENT SOFTWARE APPLICATION AND SERVICES FOR DISTRICTWIDE USE (NOT TO EXCEED \$610,000 OVER FOUR YEARS/GENERAL OPERATING/BOND/SPECIAL REVENUE FUNDS)

• Justification:	The Special Education Department, in conjunction with Section 504, is updating our Case Management software application to provide customizable, web-based software that simplifies departmental data storage, reporting, and analysis processes. A data-driven, comprehensive Case Management Suite will allow District personnel to document special education and /or related services provided to students in a manner which is appropriate, accurate, and accessible, with reporting capabilities, and functionalities to ensure complete compliance with all Federal, State and local entities.					
• Bid/RFP Statistics and Information:	Received:	4	M/WBEs:	2	• Bid/RFP #:	• Opening Date:
	Compliant:	4	M/WBEs:	2	KH-205112	Sept. 18, 2017
• M/WBE Information:	In accordance with the District's M/WBE Program requirements, this contract's M/WBE goal is set at 30 % of the contract amount.					
	<input checked="" type="checkbox"/> No subcontracting opportunities				<input type="checkbox"/> M/WBE vendor	
	<input type="checkbox"/> Committed to achieving _____ %				<input type="checkbox"/> Multiple M/WBE vendors #	
• Recommended Vendor(s):	See Additional Information Sheet					
• Contract Type:	Service Agreement					
• Contract Term:	August 2018 - August 2020 w/ Two (2) One-Year Renewal Options					
• Lowest Responsive Bidder(s):	N/A		• Sole Source Vendor:	N/A		
• Funding Information:	General Operating/Bond/Special Revenue Funds					
<input type="checkbox"/> Budget Approval NA <input checked="" type="checkbox"/> (Budget Department Approval Required)	Request #:		PO #:		Project Order #:	

• Contact Information:
 Name: Tanya Browne Title: Executive Director
 Department: Special Education Phone #: 972-581-4343

BE IT RESOLVED BY THE DALLAS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES: That the Board of Trustees authorizes the District to negotiate and enter into an agreement with Public Consulting Group for the purchase of case management software application and services for Districtwide use, not to exceed \$610,000 over four years, utilizing general operating, bond and special revenue funds.

The Board action shall take effect immediately upon passage unless otherwise noted.

• Additional Information Sheet(s) attached: Yes No

DETAILED INFORMATION SHEET

Meeting Date: December 14, 2017

Title: CONSIDER AND TAKE POSSIBLE ACTION TO AUTHORIZE, NEGOTIATE AND ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP FOR THE PURCHASE OF CASE MANAGEMENT SOFTWARE APPLICATION AND SERVICES FOR DISTRICTWIDE USE (NOT TO EXCEED \$610,000 OVER FOUR YEARS/GENERAL OPERATING/BOND/SPECIAL REVENUE FUNDS)

RECOMMENDED VENDOR:

Public Consulting Group, Inc.

ADDITIONAL INFORMATION:

The Section 504 module will allow designated campus 504 staff to develop academic and behavioral plans, inclusive of interventions and accommodations, and manage required reviews for students covered by Section 504 of the Rehabilitation Act.

The Special Education module will continue with the automation of all aspects of the Special Education process per IDEA 2004 and state regulations. The system will document and track the IEP planning process, manage required compliance measures, document service providers' encounters with the special education students, and optimize Medicaid recovery.

HISTORICAL INFORMATION:

Per Board Document 61813 for bid #KH-204123, dated 4/24/2014, previous Board authority totaled \$1,556,800 over three years, August 2014 – August 2017. On April 27, 2017, the Board approved Board document 8.05-42717 for an increase of \$389,200 through August 2018. Spending, including encumbrances, under the previously approved Board document 61813 and 8.05-42717, has been approximately \$1,732,323 through 11/2/2017.

INTERLOCAL AGREEMENT CONSENT FORM

RFP# KH-205112

Case Management System

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

3.0 DUTIES OF THE MEMBERS: The members agree to undertake the following, from time to time, as may be appropriate:

- 3.1 Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party Offerors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
3.2 Make available specifications, documents, software, procedures and related items in connection with bidding and procurement processes.
3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4.0 PURCHASING AUTHORITY:

- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Offerors providing goods and services to the associated governmental entities.
4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with Offerors or contractually binds its Members or Participants to any third party agreements (except for the Interlocal Participation Agreement described in paragraph 3.2) for the purchase of products and services GOVERNING LAW.
4.3 The Master Agreement and all actions taken pursuant to this Master Agreement shall be governed by the laws of the State of Texas respecting independent school districts. Members specifically elect to be governed by the laws regarding purchasing found in Chapter 44 of the Texas Education Code. All action of this alliance shall be governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Denton County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the Offeror) agree that all terms, conditions, specifications, and pricing would apply?

[X] Yes [] No

If you (the Offeror) checked yes, the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at http://www.epcnt.com.

Tim Gillespie
Printed Name:

[Signature]
Signature

9/15/2017
Date

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

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

BACKGROUND:

Fort Worth ISD, in partnership with JPS Health Network and community behavioral health providers, operates 6 School Based Health Centers (SBHC) and 5 Family Resource Centers (FRC) at the following location:

SBHC/FRC

Forest Oak - 3500 Pecos Street, Fort Worth, TX 76119
Northside – 2011 Prospect Avenue, Fort Worth, TX 76164
Western Hills – 8340 Mojave Trail, Fort Worth, TX 76116

SBHC

Eastern Hills – 5900 Yosemite Drive, Fort Worth, TX 76112
Southside – 2115 Hemphill Street, Fort Worth, TX 76110
Haltom City – 2807 Layton Avenue, Fort Worth, TX 76117

FRC

Riverside – 1550 Bolton Street, Fort Worth, TX 76111

Family Action Center at Stop 6 – 5110 Willie Street, Fort Worth, TX 76105

These clinics provide an affordable medical home as well as behavioral health services to children in our district. Since 2015, the FRCs received over 3,500 referrals to help coordinate and facilitate students needing behavioral health services.

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

Many of the services offered through the FRC sites are available at no cost to the district. Other specialty or high demand services not available through a shared, cost-free commitment must be sought out by the FRC administrators and contracted for on an annual basis. One such population for which there is high need for behavioral health services, but low availability is for indigent, uninsured or low-income FWISD students and families.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve To Negotiate and Enter Into Contracts With Behavior Health Providers
2. Decline to Approve To Negotiate and Enter Into Contracts With Behavior Health Providers
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve To Negotiate and Enter Into Contracts With Behavior Health Providers

FUNDING SOURCE

General Fund	199-31-6219-001-999-99-206-000000	- \$56,000
Special Revenue	289-11-6219-FRC-XXX-30-512-000000-20F12	- \$39,000

COST:

\$95,000 (Annual not to exceed amount)

VENDORS:

The Alliance Foundation
Authentic Counseling and Coaching, LLC
Better Tomorrow Begins Today Counseling PLLC
Christian Works for Children
LCS Counseling and Consulting Agency, LLC
Starfish Counseling, PLLC

Alliance Child & Family Solutions
Lena Pope, Inc.
MHMR of Tarrant County
Mind Above Matter
New Horizon Counseling Center
Presence Learning
PSP Professional Services
Santa Fe Youth Services
The Art Station
The Parenting Center
The Telos Project
Women's Center of Tarrant County

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 16-078B

Number of Bid/Proposals received:

Compliant Bids:

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

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendors listed above have been selected to support this purchase. RFP 16-078/-A Behavior Health Providers will be acquired as needed from date of award through May 21, 2018 with the option to extend for four (4) additional years in one year increments, expiring May 21, 2022.

PARTICIPATING SCHOOL/DEPARTMENTS

Family & Community Resources

RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
JULY 16, 2019**

**TOPIC: APPROVE THE SELECTION OF THE DISTRICT'S UNIVERSITY
INTERSCHOLASTIC LEAGUE (UIL) INSURANCE**

BACKGROUND:

The Fort Worth Independent School District (District) provides accident insurance for its students. This insurance provides benefits for students during athletic and academic competitions, practice, and travel for UIL activities. This is considered secondary insurance, with a family's private group health insurance being primary. However, this accident insurance is primary if a family does not have private group insurance in place. The current plan does not "balance bill" (charge the District or the family) for any amounts in excess of the negotiated PPO rates for covered services at most in network medical facilities.

On April 22, 2019, the District publicly released the UIL Insurance Request for Proposal (RFP) 19-125 with a submission due date of May 6, 2019. A team evaluated the three proposals received from the following respondents:

1. The Brokerage Store
2. Texas Kids First
3. Student Insurance Plans

The responses included

1. A base accident plan
2. A catastrophic accident plan. The catastrophic plan is only utilized in cases of debilitating injuries.

Each response was evaluated and scored based upon the responding vendor's:

1. Reputation
2. Service options
3. Cost

After all considerations, The Brokerage Store was ranked highest; it is believed they can provide the best service for the best price, at great local medical facilities. The Brokerage Store has been the District's incumbent provider of accident insurance since 2011. The plan selected, *Texas Value Plan*, has the highest concentration of network medical providers, facilities, and hospitals within Tarrant County. Accessibility to medical providers in close proximity to the student's homes is very important. Another feature of the *Texas Value Plan* is that through their partnership with Don-Joy, The Brokerage Store is able to provide medical braces (including custom) to students with no additional cost to the District or the family.

The plan from Student Insurance Plans was not considered due to cost and insufficient local provider networks.

The Texas Kids First plan, while lower in cost, did not have a sufficient local medical provider network to meet the needs.

The cost of the recommended Texas Value Plan through The Brokerage Store is:

1. \$590,000 annually for the base accident plan
2. \$ 33,828 annually for the Catastrophic Option
3. Year two rate guarantee not to exceed year one
4. Years three through seven rate will not exceed 9% upon annual renewal

The initial period of performance for this agreement is August 1, 2019 through June 30, 2020. Year two is July 1, 2020 through June 30, 2021. This agreement also includes the option to extend this agreement for five additional years in one (1) year increments based on cost and performance.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Selection of the District's UIL Insurance.
2. Decline to Approve the Selection of the District's UIL Insurance.
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Selection of the District's UIL Insurance

FUNDING SOURCE

199-36-6429-001-999-91-435-000000	\$590,000 (TX Value Plan) per year for two (2) years
199-36-6429-001-999-91-435-000000	\$33,828 (Catastrophic Plan) per year for two (2) years

COST:

2019-2020	\$623,828
2020-2021	\$623,828
Negotiated thereafter	

VENDOR:

The Brokerage Store

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: RFP 19-125

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Approval of this program will provide accident insurance for District students during practice, travel, and competition for UIL activities.

INFORMATION SOURCE:

Elsie Schiro

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE INFIELD RENOVATIONS FOR BASEBALL AND SOFTBALL FIELDS

BACKGROUND:

The District is seeking approval to renovate all baseball and softball infields in preparation for the 2020 athletic season. All fields have been evaluated and each field has been identified with different needs to bring the infield to a proper grade. Bringing the infields to a proper grade will help avoid common problems that have been associated with poor infield conditions. Lips formed in the infield create “dam” so water gets trapped in the infield which results in poor drainage. Lips and low posts also create unsafe playing conditions for athletes. The District is seeking approval for the infield renovation of the baseball and softballs fields. Bringing the infields to a proper grade will support the District’s athletic program and provide safer playing conditions for the students of FWISD.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Infield Renovations For Baseball And Softball Fields
2. Decline to Approve Infield Renovations For Baseball And Softball Fields
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Infield Renovations For Baseball And Softball Fields

FUNDING SOURCE

Additional Details

TRE

198-51-6299-001-XXX-99-501-00000

COST:

\$412,500

VENDOR:

Sports Field Solutions

PURCHASING MECHANISM

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 560-18. 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

Amon Carter Riverside
High School
Arlington Heights High
School
Diamond Hill Jarvis High
School

Eastern Hills High School
North Side High School
Paschal High School
Polytechnical High School
South Hills High School
Southwest High School

Trimble Tech High School
Western Hills High School
OD Wyatt High School
Clark Stadium
Goldstein Field

RATIONALE:

Renovating the baseball and softball fields will support the District’s athletic program as well as provide safer conditions for the students of FWISD.

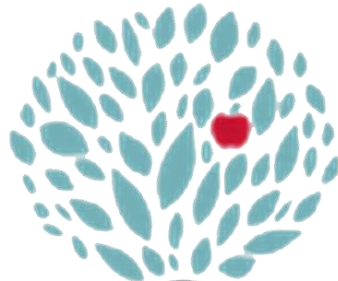
INFORMATION SOURCE:

Art Cavazos



SPORTS FIELD

SOLUTIONS



Fort Worth
INDEPENDENT SCHOOL DISTRICT

FW ISD Infield Renovations

Expertise

We have built and renovated over **1,000** ball fields. We experts and understand what each infield needs.



We're not a landscaping company; we're a sports field construction company.

Why renovate your infield?

What is the problem: 95% of rainouts occur because of infield wetness. The top problem with all baseball and softball fields is that the infields don't have a proper grade. The result is that lips form around the infield creating a "dam" so water gets trapped in the infield.

Lips and low spots also create unsafe playing conditions for athletes.

FW ISD has problems with lips on almost all of their fields.

What causes it: Dirt migrates out the infield and builds up on the lip. This combined with improper maintenance create the build up of lips.

Why a problem: wet infields is the number one reason baseball games are cancelled. Fields with lips and grading problems take much, much longer to dry out and cause unsafe playing conditions.

How to fix it: an infield renovation is how you get a proper grade to your infield. We will remove the lip and allow the infield to drain properly.

What is the difference in level 1, 2, and 3: how big the lip is.

- Level 1 – The lip is minor. We will not cut out sod, but only import new infield clay to set the proper grade to the infield
- Level 2 – a large lip has formed. We will cut out 4 feet all along the back arc to remove the dam so that water can properly flow with the grade out of the infield.
- Level 3 – the grade is completely wrong throughout the entire infield. We must cut out the entire infield and regrade the whole field to set it right.

This proposal is to get the baseball and softball fields set to the correct grade. We have bucketed these fields into three tiers. This base proposal includes the following:

Consulting of current crews – One hour at each high school while we are doing construction. Consulting to include basic maintenance tips on dragging infields, rebuilding mounds, and any questions the crews have.

Tier 1 Renovations (6 Fields)

- Mobilize
- Cut out necessary vegetation and haul off spoils
- Import and place 50 tons of infield clay
- Laser grade field for positive drainage
- Build pitcher's mound and home plate area
- Install new Base Anchors for each field
- Field lay out

Tier 2 Renovations (15 Fields)

- Mobilize
- Preserve Irrigation
- Cut out 4' feet around the back arch, outside the base paths, behind home plate, and surrounding the infield
- Import and Place 50 tons of infield clay
- Till in, laser grade and compact infield clay
- Laser grade transition area
- Import and place 2,240 sf of big roll Tif-419 Bermuda sod
- Install new Base Anchors
- Build pitcher's mound and home plate area
- Field lay out
- Install new home plate



Tier 3 Renovations (5 Fields)

- Mobilize
- Preserve Irrigation heads and current system
- Cut out all of the infield, including 4' feet around the back arch, outside the base paths, and behind home plate.
- Import and Place 50 tons of infield clay
- Till in, laser grade and compact infield clay
- Laser grade transition area from infield to outfield where sod was removed
- Import and place 5,000 sf of big roll Tif-419 Bermuda sod
- Install new Base Anchors for each field
- Build pitcher's mound and home plate area
- Field lay out
- Install new home plate

Arlington Heights Outfield Topdressing

- Mobilize
- Aerate outfield using a Turf Grass deep core aerator
- Topdress using Sports Field to aid grow in

Total Price.....\$412,500

Amon Carter Riverside High School	FWISD - Baseball	N/A
Amon Carter Riverside High School	FWISD - Softball	\$15,000
Arlington Heights HS	FWISD – Baseball (Aerate and Topdress)	\$7,500
Arlington Heights HS	FWISD - Softball	\$15,000
Clark Stadium Softball Triplex	FWISD - Softball Field North	\$7,500
Clark Stadium Softball Triplex	FWISD - Softball Field SE	\$7,500
Clark Stadium Softball Triplex	FWISD - Softball Field SW	\$7,500
Diamond Hill Jarvis HS	FWISD - Baseball	\$30,000
Diamond Hill Jarvis HS	FWISD - Softball	\$15,000
Dunbar HS	FWISD - Baseball	\$30,000
Dunbar HS	FWISD - Softball	\$7,500
Eastern Hills High School	FWISD - Baseball	\$30,000
Eastern Hills High School	FWISD - Softball	\$7,500
Goldstein Field	FWISD - Baseball	\$22,500
North Side High School	FWISD - Baseball	N/A
North Side High School	FWISD - Softball	\$15,000
Paschal HS	FWISD - Baseball	\$22,500
Paschal HS	FWISD - Softball	\$15,000
PolyTech HS	FWISD - Baseball	N/A
PolyTech HS	FWISD - Softball	\$15,000
South Hills HS	FWISD - Baseball	\$15,000
South Hills HS	FWISD - Softball	\$15,000
South West HS	FWISD - Baseball	\$15,000
South West HS	FWISD - Softball	\$15,000
Trimble Tech	FWISD - Baseball	\$15,000
Trimble Tech	FWISD - Softball	\$7,500
Western Hills HS	FWISD - Baseball	\$15,000
Western Hills HS	FWISD - Softball	\$15,000
OD Wyatt HS	FWISD - Baseball	\$15,000
OD Wyatt HS	FWISD - Softball	\$15,000
Total		\$412,500

Qualifications

Underground Facilities: SFS will rely on the markings as made by facilities operators or their agents to set out the location of underground facilities. SFS will assume that an absence of markings will be your representation that there are no underground facilities, irrigation systems, or other lines or items that may be damaged by the work to be performed under this Agreement. Damage to unmarked facilities, irrigation systems, or other lines cannot be held against SFS.

Damage During Construction: If you believe that we have caused damage to any of your property during the course of our work, you agree to notify us promptly of the damage and to give us the opportunity to inspect and repair the damage.

Subterranean Conditions: Bedrock, boulders, buried debris, tree roots, and underground springs can significantly add to the work that SFS performs. If during the course of our work we discover previously undisclosed subterranean conditions that will in our opinion adversely affect or significantly increase the cost of the work proposed on the face of this Agreement, we may negotiate additional payment from you to compensate for the additional time and expense to be incurred.



Sports Field Solutions is a Certified Buy Board Vendor in two categories: Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing 560-18; And, Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation 529-17

16400 Dallas Pkwy, Ste 400, Dallas TX 75248
817-249-4444

**CONSENT AGENDA ITEM
BOARD MEETING
JULY 16, 2019**

TOPIC: APPROVE RENEWAL OF E-RATE CONSULTING SERVICES FOR 2019-2020 SCHOOL YEAR

BACKGROUND:

Since 2014 the District has sought the consulting services of VST Services LLC to help with the management of the Federal E-Rate process. E-rate is the universal service schools and library program that can provide discounts of up to 90 percent to help eligible schools and libraries in the United States obtain affordable telecommunications and internet access. The District is seeking approval to continue the renewal of consulting services for the 2019-2020 school year. The consulting services allows the District to identify ways to continue to maximize the largest return in discounts and rebates throughout the year. Period of performance is from June 30, 2016 with five one-year renewal options, we are in option year three. Period of performance is from June 30, 2016 with five one-year renewal options, we are in option year four.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of E-Rate Consulting Services for 2019-2020 School Year
2. Decline to Renewal of E-Rate Consulting Services for 2019-2020 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of E-Rate Consulting Services for 2019-2020 School Year

FUNDING SOURCE

Additional Details

General Fund

199-53-6299-816-999-99-423-000000

COST:

\$60,000.00

VENDOR:

VST Services, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-098

Number of Bid/Proposals received: 43

HUB Firms: 7

Compliant Bids: 43

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval of VST to act as a consultant for E-Rate projects during the coming year will help ensure the continuations of our applications properly observe the latest E-Rate program rules, utilize the new funding formula to its fullest, and ensure applications are completed in the most strategic manner possible.

INFORMATION SOURCE:

Art Cavazos

VST SERVICES, LP
P.O.Box 166858
Irving, TX 75016-6858

Estimate

Date	Estimate #
5/22/2019	FWISD1819

Name / Address
Fort Worth Independent School District Accounts Payable Department 100 N. University, Suite NW 140-E Fort Worth, TX 76107-1300

Description	Qty	Rate	Project
			Total
	0	0.00	0.00
	0	0.00	0.00
E-Rate Monthly Service Fee from July 1, 2019 until June 30, 2020 Services to be performed for each funding year during the term of this agreement:	12	5,000.00	60,000.00
Develop a category one and two federal e-rate program application strategy for customer for the FY2020 Funding Year.			
Verify customers' telecommunications, Internet Access service, and internal connections service requirements from customer representative			
Notify customer representative of any formal request for proposals required for the next funding year.			
Assist customer in preparing and reviewing request for proposals prior to the release thereof.			
Prepare, Review, and Submit on behalf of customer the FCC Form 470 for the next funding year.			
Respond to customer's vendor request for "Network Specifications" as specified within the FCC Form 470.			
Prepare, Review, and Submit on behalf of customer the FCC Form 471 by the FCC specified deadline.			
Prepare, Review, and Submit on behalf of customer the Item 21 spreadsheets associated with the submitted FCC Form 471.			
Prepare, Review, and Submit additional documentation to the Schools and Libraries Division as requested during the Program Integrity Assurance Review Process and/or Selective Review Information Review Process.			
Notify customer representative electronically within seven business days of receipt Funding Commitment Decision Letter for each funding year.			
Complete customer's FCC Form 486 upon receipt of the Funding Commitment Decision Letter for each funding year.			
Prepare, Review, and Submit customer's vendor e-rate documentation as required by each vendor.			
Accumulate from customer and/or customer's vendor billing			
Total			

VST SERVICES, LP

P.O.Box 166858
 Irving, TX 75016-6858

Estimate

Date	Estimate #
5/22/2019	FWISD1819

Name / Address
Fort Worth Independent School District Accounts Payable Department 100 N. University, Suite NW 140-E Fort Worth, TX 76107-1300

Project

Description	Qty	Rate	Total
documentation for each funding year. Validate each vendor has provided customer with the correct reimbursements for customers utilizing the "Service Provider Invoice" method of reimbursement. Prepare, Review, and Submit on behalf of customer the FCC Form 472 for each vendor on an annual basis, but not later than the Invoice Deadline for each funding year. Prepare, Review, and Validate that customer has maintained customer documentation as required by the Federal E-Rate program.			
		Total	\$60,000.00

**CONSENT AGENDA ITEM
BOARD MEETING
JULY 16, 2019**

TOPIC: APPROVE ANNUAL RENEWAL OF WIDE AREA NETWORK SERVICES FOR 2019-2020 SCHOOL YEAR (E-RATE ELIGIBLE)

BACKGROUND:

Our annual renewal of the Wide Area Network Service for the 2019-2020 school year is due. The Wide Area Network Service is the infrastructure that transports all data, telecommunications and video between all Fort Worth ISD sites, and to and from the Internet. Wide Area Network Service is vital to the instructional and administrative needs of the District in order to access resources used by many of our departments.

Our annual renewal for the 2019-2020 school year, having originally gone to the board May 24, 2016 with a performance period through May 31, 2027 with the option to extend five additional years.

These services are eligible for a discount under the FCC's E-rate program. If the application for discount is approved, the District will receive a 90% discount of the full cost.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Renewal of Wide Area Network Services for 2019-2020 School Year (E-Rate Eligible)
2. Decline to Approve Annual Renewal of Wide Area Network Services for 2019-2020 School Year (E-Rate Eligible)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Renewal of Wide Area Network Services for 2019-2020 School Year (E-Rate Eligible)

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-001-001-99-414-000000

Estimated Annual Cost (100%).....	\$1,397,520.00
Projected E-Rate Reimbursement (90%)....	\$1,257,768.00
Projected District Expense (10%).....	\$139,752.00

COST:

\$1,397,520.00

VENDOR:

Conterra Broadband, LLC

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 16-056

Number of Bid/Proposals received: 5

HUB Firms: 0

Complaint Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

These services will facilitate access to instructional and administrative resources used by the District.

INFORMATION SOURCE:

Art Cavazos

June 1, 2019

Fort Worth Independent School District
100 N. University Drive, Suite 300
Fort Worth, TX 76107

Attn: April Harrison
Procurement Specialist, Technology

Re: 2019 - 2020 School Year Wide Area Network Services

Dear Ms. Harrison,

The following pages include a summary listing of the Wide Area Network circuits and their associated monthly cost for the above referenced period.

If additional information is required, please do not hesitate to contact me.

Regards,



Keith Stines
Senior Vice President
704-936-1807 Office
kstines@conterra.com

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15415	001	Amon Carter-Riverside High School	3301 Yucca Ave.	\$ 644.00	Bridgewood DC	1
CTS15416	001	Amon Carter-Riverside High School	3301 Yucca Ave.	\$ 644.00	Region XI DC	1
CTS15291	024	Detention Center	2701 Kimbo Rd.	\$ 644.00	Amon Carter Riverside HS	1
CTS15288	056	Riverside Middle School	1600 Bolton St.	\$ 644.00	Amon Carter Riverside HS	1
CTS15287	150	Oakhurst Elementary School	2700 Yucca Ave.	\$ 644.00	Amon Carter Riverside HS	1
CTS15289	151	Natha Howell Elementary School	1324 Kings Hwy.	\$ 644.00	Amon Carter Riverside HS	1
CTS15286	159	Versia Williams Elementary School	901 Baurline St.	\$ 644.00	Amon Carter Riverside HS	1
CTS15290	168	Springdale Elementary School	3207 Hollis St.	\$ 644.00	Amon Carter Riverside HS	1
CTS15293	190	Riverside Applied Learning	3600 Fossil Dr.	\$ 644.00	Amon Carter Riverside HS	1
CTS15292	225	Bonnie Brae Elementary School	3504 Kimbo Road	\$ 644.00	Amon Carter Riverside HS	1
CTS15425	004	Diamond Hill High School	1411 Maydell St.	\$ 644.00	Bridgewood DC	2
CTS15426	004	Diamond Hill High School	1411 Maydell St.	\$ 644.00	Region XI DC	2
CTS15322	049	Kirkpatrick Middle School	3201 Refugio	\$ 644.00	Diamond Hill HS	2
CTS15326	051	Meacham Middle School	3600 Weber St.	\$ 644.00	Diamond Hill HS	2
CTS15324	122	Diamond Hill Elementary School	2000 Dewey Street	\$ 644.00	Diamond Hill HS	2
CTS15325	138	H.V. Helbing Elementary School	3524 N. Crump	\$ 644.00	Diamond Hill HS	2
CTS15321	139	M.L. Kirkpatrick Elementary School	3229 Lincoln	\$ 644.00	Diamond Hill HS	2
CTS15328	146	M.H. Moore Elementary School	1809 NE 36th St.	\$ 644.00	Diamond Hill HS	2
CTS15323	175	Washington Heights Elementary School	3214 Clinton Ave.	\$ 644.00	Diamond Hill HS	2
CTS15327	223	Cesar Chavez Elementary School	3710 Deen Road	\$ 644.00	Diamond Hill HS	2
CTS15433	008	North Side High School	2211 McKinley Av.	\$ 644.00	Bridgewood DC	3
CTS15434	008	North Side High School	2211 McKinley Av.	\$ 644.00	Region XI DC	3
CTS15354	044	J.P. Elder Middle School	709 N.W. 21st St.	\$ 644.00	Northside HS	3
CTS15353	114	Manuel Jara Elementary School	2100 Lincoln Ave.	\$ 644.00	Northside HS	3
CTS15357	120	Rufino Medoza Elementary School	1412 Denver Ave.	\$ 644.00	Northside HS	3
CTS15352	161	Sam Rosen Elementary School	2613 Roosevelt Ave.	\$ 644.00	Northside HS	3
CTS15350	172	W.J. Turner Elementary School	3000 NW 26th St.	\$ 644.00	Northside HS	3
CTS15355	224	M.G. Ellis Elementary School	214 NE 14th St.	\$ 644.00	Northside HS	3
CTS15351	227	Dolores Huerta Elementary School	3309 W Long Ave.	\$ 644.00	Northside HS	3
CTS15356	961	Service Center II	601 E. Northside Dr.	\$ 644.00	Northside HS	3
CTS15417	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Bridgewood DC	4
CTS15418	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Bridgewood DC	4
CTS15419	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Region XI DC	4
CTS15420	002	Arlington Heights High School	4501 W. Freeway	\$ 644.00	Region XI DC	4
CTS15303	019	Metro Opportunity High School	2720 Cullen	\$ 644.00	Arlington Heights HS	4
CTS15306	026	Jo Kelly School	201 North Bailey Ave.	\$ 644.00	Arlington Heights HS	4
CTS15300	058	W.C. Stripling Middle School	2100 Clover Lane	\$ 644.00	Arlington Heights HS	4
CTS15297	063	Como Montessori	4001 Littlepage	\$ 644.00	Arlington Heights HS	4
CTS15298	082	Texas Academy of Biomedical Science	3813 Valentine	\$ 644.00	Arlington Heights HS	4
CTS15295	104	Boulevard Heights	5100 El Campo	\$ 644.00	Arlington Heights HS	4
CTS15294	107	Burton Hill Elementary School	519 Burton Hill	\$ 644.00	Arlington Heights HS	4
CTS15296	117	Como Elementary School	4000 Horne St.	\$ 644.00	Arlington Heights HS	4
CTS15301	149	North Hi Mount Elementary School	3801 W 7th St.	\$ 644.00	Arlington Heights HS	4
CTS15299	166	South Hi Mount Elementary School	4101 Birchman Ave.	\$ 644.00	Arlington Heights HS	4
CTS15305	727	FWISD Administration Building	100 N University Dr.	\$ 644.00	Arlington Heights HS	4
CTS15307	822	Service Center III	999 N University Dr.	\$ 644.00	Arlington Heights HS	4
CTS15302	911	Farrington Field	1501 University Dr.	\$ 644.00	Arlington Heights HS	4
CTS15304	940	Safety & Security	3000 Shotts St.	\$ 644.00	Arlington Heights HS	4

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15439	011	Trimble Tech High School	1003 W. Cannon	\$ 644.00	Bridgewood DC	5
CTS15440	011	Trimble Tech High School	1003 W. Cannon	\$ 644.00	Region XI DC	5
CTS15380	081	Young Women's Leadership Academy	401 E. 8th St.	\$ 644.00	Trimble Tech HS	5
CTS15377	084	World Languages Institute	1066 W. Magnolia Ave.	\$ 644.00	Trimble Tech HS	5
CTS15383	087	I.M. Terrell Academy	1411 I.M. Terrell Circle S.	\$ 644.00	Trimble Tech HS	5
CTS15379	116	Lily B. Clayton Elementary School	2000 Park Place	\$ 644.00	Trimble Tech HS	5
CTS15378	121	DeZavala Elementary School	1419 College	\$ 644.00	Trimble Tech HS	5
CTS15382	135	Van Zandt-Guinn Elementary School	600 Kentucky	\$ 644.00	Trimble Tech HS	5
CTS15381	148	Charles Nash Elementary School	401 Samuels Ave.	\$ 644.00	Trimble Tech HS	5
CTS15435	009	Polytechnic High School	1300 Conner	\$ 644.00	Bridgewood DC	6
CTS15436	009	Polytechnic High School	1300 Conner	\$ 644.00	Region XI DC	6
CTS15358	048	William James Middle School	1101 Nashville	\$ 644.00	Polytechnic HS	6
CTS15365	054	Morningside Middle School	2751 Mississippi Ave.	\$ 644.00	Polytechnic HS	6
CTS15366	110	Carroll Peak Elementary School	1201 E. Jefferson St.	\$ 644.00	Polytechnic HS	6
CTS15361	123	S.S. Dillow Elementary School	4000 Avenue N	\$ 644.00	Polytechnic HS	6
CTS15359	143	D. McRae Elementary School	3316 Avenue N	\$ 644.00	Polytechnic HS	6
CTS15363	144	Mitchell Blvd Elementary School	3601 Mitchell Blvd.	\$ 644.00	Polytechnic HS	6
CTS15367	147	Morningside Elementary School	2601 Evans Ave.	\$ 644.00	Polytechnic HS	6
CTS15362	152	Oaklawn Elementary School	3220 Hardeman St.	\$ 644.00	Polytechnic HS	6
CTS15360	208	T.A. Sims Elementary School	3500 Crenshaw Ave.	\$ 644.00	Polytechnic HS	6
CTS15364	209	Edward J. Briscoe Elementary School	2751 Yuma Avenue	\$ 644.00	Polytechnic HS	6
CTS15427	005	Dunbar High School	5700 Ramey Ave.	\$ 644.00	Bridgewood DC	7
CTS15428	005	Dunbar High School	5700 Ramey Ave.	\$ 644.00	Region XI DC	7
CTS15329	052	Meadowbrook Middle School	2001 Ederville	\$ 644.00	Dunbar HS	7
CTS15337	059	Jacquet J. Martin Middle School	2501 Stalcup Rd.	\$ 644.00	Dunbar HS	7
CTS15334	083	Young Mens Leadership Academy	5100 Willie	\$ 644.00	Dunbar HS	7
CTS15335	124	Maude Logan Elementary School	2300 Dillard St.	\$ 644.00	Dunbar HS	7
CTS15332	127	Christine C. Moss Elementary School	4108 Eastland St.	\$ 644.00	Dunbar HS	7
CTS15330	141	Meadowbrook Elementary School	4330 Meadowbrook Dr.	\$ 644.00	Dunbar HS	7
CTS15333	153	A.M. Pate Elementary School	3800 Anglin Dr.	\$ 644.00	Dunbar HS	7
CTS15335	160	Maudrie Walton Elementary School	5816 Rickenbacker Pl.	\$ 644.00	Dunbar HS	7
CTS15331	162	Sagamore Hill Elementary School	701 S. Hughes Ave.	\$ 644.00	Dunbar HS	7
CTS15336	169	Sunrise-McMillian Elementary School	3409 Stalcup Rd.	\$ 644.00	Dunbar HS	7
CTS15429	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Bridgewood DC	8
CTS15430	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Bridgewood DC	8
CTS15431	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Region XI DC	8
CTS15432	006	Eastern Hills High School	5701 Shelton	\$ 644.00	Region XI DC	8
CTS16169	047	Handley Middle School	2801 Patino Rd.	\$ 644.00	Eastern Hills HS	8
CTS15343	070	Jean McClung Middle School	3000 Forest Ave	\$ 644.00	Eastern Hills HS	8
CTS15341	105	West Handley Elementary School	2749 Putnam St.	\$ 644.00	Eastern Hills HS	8
CTS15340	125	Eastern Hills Elementary School	5917 Shelton	\$ 644.00	Eastern Hills HS	8
CTS15345	126	East Handley Elementary School	2617 Mims	\$ 644.00	Eastern Hills HS	8
CTS15348	129	John T. White Elementary School	7300 John T White Rd.	\$ 644.00	Eastern Hills HS	8
CTS15346	188	Atwood McDonald Elementary School	1850 Barron Ln.	\$ 644.00	Eastern Hills HS	8
CTS15347	206	Bill J. Elliot Elementary School	2501 Cooks Ln.	\$ 644.00	Eastern Hills HS	8
CTS15349	219	Lowery Road Elementary School	7600 Lowery Rd.	\$ 644.00	Eastern Hills HS	8
CTS15342	912	Scarborough Handley Field	6201 Craig Street	\$ 644.00	Eastern Hills HS	8
CTS15344	962	Handley Maintenance Satellite I	2208 Handley Dr.	\$ 644.00	Eastern Hills HS	8

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15447	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Bridgewood DC	9
CTS15448	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Bridgewood DC	9
CTS15449	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Region XI DC	9
CTS15450	016	O.D. Wyatt High School	2400 E. Seminary Dr.	\$ 644.00	Region XI DC	9
CTS15404	045	Forest Oak Middle School	3221 Pecos	\$ 644.00	O D Wyatt HS	9
CTS15308	047	Wilkerson Greines Athletic Center	5201 Ca Roberson Blvd.	\$ 644.00	O D Wyatt HS	9
CTS15403	064	Glencrest 6th Grade	4801 Eastline	\$ 644.00	O D Wyatt HS	9
CTS15411	111	Carter Park Elementary School	1204 E. Broadus	\$ 644.00	O D Wyatt HS	9
CTS15414	115	George C. Clark Elementary School	3300 S. Henderson	\$ 644.00	O D Wyatt HS	9
CTS15406	130	Harlean Beal Elementary School	5615 Forest Hill Drive	\$ 644.00	O D Wyatt HS	9
CTS15405	132	Glen Park Elementary School	3601 Pecos St.	\$ 644.00	O D Wyatt HS	9
CTS15409	133	W.M. Green Elementary School	4612 David Strickland Rd.	\$ 644.00	O D Wyatt HS	9
CTS15413	165	R.J. Wilson Elementary School	900 W Fogg St.	\$ 644.00	O D Wyatt HS	9
CTS15412	184	Worth Heights Elementary School	519 E Butler St.	\$ 644.00	O D Wyatt HS	9
CTS15408	186	David K.Sellars Elementary School	4200 Dorsey St.	\$ 644.00	O D Wyatt HS	9
CTS15410	222	Clifford Davis Elementary School	4300 Campus Drive	\$ 644.00	O D Wyatt HS	9
CTS15407	915	Main Bus Barn	6300 Wichita St.	\$ 644.00	O D Wyatt HS	9
CTS15437	010	Paschal High School	3001 Forest Park	\$ 644.00	Bridgewood DC	10
CTS15438	010	Paschal High School	3001 Forest Park	\$ 644.00	Region XI DC	10
CTS15370	042	E.M. Daggett Middle School	1108 Carlock	\$ 644.00	Paschal HS	10
CTS15372	050	McLean Middle School	3816 Stadium	\$ 644.00	Paschal HS	10
CTS15373	069	McLean 6th Grade	3201 South Hills	\$ 644.00	Paschal HS	10
CTS15375	101	Alice Carlson Learning Center	3320 W. Cantey	\$ 644.00	Paschal HS	10
CTS15369	119	E.M. Daggett Elementary School	958 Page	\$ 644.00	Paschal HS	10
CTS15374	171	Tanglewood Elementary School	3060 Overton Park Dr. W.	\$ 644.00	Paschal HS	10
CTS15371	177	Westcliff Elementary School	4300 Clay Ave.	\$ 644.00	Paschal HS	10
CTS15368	194	Daggett Montessori	801 West Jessamine	\$ 644.00	Paschal HS	10
CTS15376	705	Professional Development Ctr	3150 McCart Ave.	\$ 644.00	Paschal HS	10
CTS15421	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Bridgewood DC	11
CTS15422	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Bridgewood DC	11
CTS15423	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Region XI DC	11
CTS15424	003	South Hills High School	6101 McCart Ave.	\$ 644.00	Region XI DC	11
CTS15309	043	Wedgewood 6th Grade	4212 Belden	\$ 644.00	South Hills HS	11
CTS15315	057	Rosemont Middle School	1501 W. Seminary	\$ 644.00	South Hills HS	11
CTS15311	060	Wedgewood Middle School	3909 Wilkie Way	\$ 644.00	South Hills HS	11
CTS15316	067	Rosemont 6th Grade	3908 McCart Ave.	\$ 644.00	South Hills HS	11
CTS15314	131	Rosemont Elementary School	1401 W Seminary Dr.	\$ 644.00	South Hills HS	11
CTS15319	134	Greenbriar Elementary School	1605 Grady Lee	\$ 644.00	South Hills HS	11
CTS15313	137	Hubbard Heights Elementary School	1333 W Spurgeon St.	\$ 644.00	South Hills HS	11
CTS15310	163	Bruce Shulkey Elementary School	5533 Whitman Ave.	\$ 644.00	South Hills HS	11
CTS15318	167	South Hills Elementary School	3009 Bilglade Rd.	\$ 644.00	South Hills HS	11
CTS15320	178	Westcreek Elementary School	3401 Walton Ave.	\$ 644.00	South Hills HS	11
CTS15317	220	Alice Contreras Elementary School	4100 Lubbock Avenue	\$ 644.00	South Hills HS	11
CTS15312	226	Seminary Hills Elementary School	5037 Townsend	\$ 644.00	South Hills HS	11
CTS15441	014	Southwest High School	4100 Alta Mesa Blvd.	\$ 644.00	Bridgewood DC	12
CTS15442	014	Southwest High School	4100 Alta Mesa Blvd.	\$ 644.00	Region XI DC	12
CTS15387	071	Benbrook High/Middle School	201 Overcrest Dr.	\$ 644.00	Southwest HS	12
CTS15384	103	Benbrook Elementary School	800 Mercedes	\$ 644.00	Southwest HS	12
CTS15388	118	Hazel Harvey Peace Elementary School	7555 Trail Lake Dr.	\$ 644.00	Southwest HS	12
CTS15385	156	Ridglea Hills Elementary School	6817 Cumberland Rd.	\$ 644.00	Southwest HS	12
CTS15389	187	J.T. Stevens Elementary School	6161 Wrigley Way	\$ 644.00	Southwest HS	12
CTS15386	207	Westpark Elementary School	10202 Jerry Dunn Parkway	\$ 644.00	Southwest HS	12
CTS15390	216	Woodway Elementary School	6701 Woodway Dr.	\$ 644.00	Southwest HS	12

Circuit ID	Site No.	Site Name	Service Address	Monthly Rate	Hub Name	Group
CTS15443	015	Western Hills High School	3600 Boston	\$ 644.00	Bridgewood DC	13
CTS15444	015	Western Hills High School	3600 Boston	\$ 644.00	Bridgewood DC	13
CTS15445	015	Western Hills High School	3600 Boston	\$ 644.00	Region XI DC	13
CTS15446	015	Western Hills High School	3600 Boston	\$ 644.00	Region XI DC	13
CTS15402	018	Middle Level Learning Center	4921 Hwy 377	\$ 644.00	Western Hills HS	13
CTS15399	053	William Monnig Middle School	3136 Bigham	\$ 644.00	Western Hills HS	13
CTS15395	061	Leonard Middle School	8900 Chapin Rd.	\$ 644.00	Western Hills HS	13
CTS15401	062	INA/ALA Academy @ Camp Bowie	7060 Camp Bowie Blvd.	\$ 644.00	Western Hills HS	13
CTS15397	066	Willoughby House	8100 Elizabeth Lane	\$ 644.00	Western Hills HS	13
CTS15398	154	M.L. Phillips Elementary School	3020 Bigham Blvd.	\$ 644.00	Western Hills HS	13
CTS15400	157	Luella Merrett Elementary School	7325 Kermit Ave.	\$ 644.00	Western Hills HS	13
CTS15396	176	Waverly Park Elementary School	3604 Cimmaron Trail	\$ 644.00	Western Hills HS	13
CTS15393	180	Western Hills Elementary School	2805 Laredo Dr.	\$ 644.00	Western Hills HS	13
CTS15392	221	Western Hills Primary	8300 Mojave Trail	\$ 644.00	Western Hills HS	13
CTS15391	229	Agriculture Barn	1855 Las Vegas Trail	\$ 644.00	Western Hills HS	13
CTS15394	929	Westside Bus Barn	3625 Longvue Ave.	\$ 644.00	Western Hills HS	13
CTS15451	853	Bridgewood Data Center	1050 Bridgewood Dr.	\$ 2,550.00	Region XI DC	14
CTS15452	853	Bridgewood Data Center	1050 Bridgewood Dr.	\$ 2,550.00	Region XI DC	14
CTS15453	Region XI	Region XI ESC	1451 S. Cherry Lane	\$ 2,550.00	Bridgewood DC	15
CTS15454	Region XI	Region XI ESC	1451 S. Cherry Lane	\$ 2,550.00	Bridgewood DC	15

Circuit Count	MRC / Circuit	Total Monthly Billing
165	\$ 644.00	\$106,260.00
4	\$ 2,550.00	\$10,200.00
169	Total Circuits	\$116,460.00

Location Count	Type
129	Edge
13	Hub
2	Data Center
144	Site Locations

**CONSENT AGENDA ITEM
BOARD MEETING
JULY 16, 2019**

TOPIC: APPROVE RENEWAL OF INTERNET ACCESS SERVICES FOR 2019-2020 SCHOOL YEAR (E-RATE ELIGIBLE)

BACKGROUND:

Our annual renewal of Internet access services for the 2019-2020 school year is due. Internet access is vital to the instructional and administrative needs of the District in order to access resources used by many of our departments. These include, Web-based instructional and research tools, electronic mail, our Student Information System and many more.

Internet Access Service is eligible for percentage discount under the FCC's E-rate program. The District is anticipating a 90% discount for these services. The remaining 10% will be paid from the General Fund. E-Rate discounts are contingent upon receiving the funding commitment from the FCC. Both District network locations are eligible for E-Rate discount. Period of performance will be date service is installed through June 30, 2018 with three 1-year renewal options. The period of performance for this service is through July 31, 2020. We are in option two with one additional option year left on this contract, which will expire June 30, 2021.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Internet Access Services for 2019-2020 School Year (E-Rate Eligible)
2. Decline to Approve Renewal of Internet Access Services for 2019-2020 School Year (E-Rate Eligible)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Internet Access Services for 2019-2020 School Year (E-Rate Eligible)

FUNDING SOURCE

Additional Details

General Fund

199-51-6299-001-999-99-427-000000

Estimated Annual Cost (100%).....	\$425,780.16
Projected E-Rate Reimbursement (90%)...	\$383,202.14
Projected District Expense (10%).....	\$ 42,578.02

COST:

\$425,780.16

VENDOR:

Zayo Group, LLC

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 16-045

Number of Bid/Proposals received: 4

HUB Firms: 0

Complaint Bids: 4

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

District-Wide

RATIONALE:

Approval will allow the District to maintain continuity of service for Internet access, which is vital for instructional and administrative operations.

INFORMATION SOURCE:

Art Cavazos



Zayo - IP

Dedicated Internet Access (DIA) from Zayo leverages the company's global IP backbone and deep metro footprint to deliver connectivity between customer locations and the Internet. Besides operating a Tier 1 IP network,

Customer Details

Fort Worth ISD
 McDeny Mojica
 1050 Bridgewood
 Fort Worth, TX, 76112
 817-814-3012
 medeny.mojica@fwisd.org

Solution Details

- 2nd most peered IP network in the U.S.
 - 5th most peered IP network in the globally
 - Completely owned and operated Tier 1 fiber Network
 - *Integrated DDoS protection pricing available upon request*
 - *Burstable bandwidth calculated at "95th Percentile Calculation"*
- with other options available

Customer	Fort Worth ISD	Allowable Contract Date	
E-Rate Discount	90%	Zayo SPIN	143023855
Pricing Schedule			

12 Month Option - IP

Location	Bandwidth	Term	Monthly Recurring	Fees	Post E-Rate MRC	Post E-Rate Fees
1451 S. Cherry Lane, White Settlement, TX 76108	20Gx20G IP	12 Months	\$16,985.00	\$755.84	\$1,698.50	\$75.58
1050 Bridgewood, Fort Worth, TX 76112	20Gx20G IP	12 Months	\$16,985.00	\$755.84	\$1,698.50	\$75.58

Additional Details

Fiber	Bandwidths	1G - 20G Symmetrical
	Install	45 - 90 calendar days from day of contract submission
	Support	Zayo provides 24x7x365 support from Zayo's geographically diverse NOCs. Phone # 866.236.2824 Email NCC@zayo.com. This response includes Zayo's proactive monitoring to all sites. If there is an issue with any circuit, Zayo's dedicated 24/7/365 NCC will be alerted and a ticket will automatically be generated with Zayo's engineers proactively working for resolution. The Zayo NOC works all customer troubles as soon as they are reported and troubles are never queued for pickup, as the individuals in the NOC that answer the phone or respond to email are skilled technicians that will resolve customer trouble. Additionally, the Zayo operational management team is immediately accessible at all times using the included contracts and escalation list to address any customer concerns. The district can escalate at any point. Zayo uses only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of networking, monitoring, maintenance procedures and emergency restoration.
	Maintenance	Zayo performs cable and conduit maintenance and repair on a 24x7x365 basis. Every quarter, a scheduled physical ride out of all aerial plant is performed to verify that all plant meets specifications and safety requirements. Underground circuits are also examined regularly for any open manholes or missing covers and missing or broken marker posts.
	Training	Zayo provides a customer portal called Tranzact. The portal allows the customer to monitor bandwidth usage and handle all billing outlets. The customer will receive training on this portal from Zayo's tranzact team.
Hardware	The district will need to have an optic that matches Zayo's connection. Zayo will counsel with the district on which optic to procure.	

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

**TOPIC: APPROVE ANNUAL RENEWAL OF FACTS ON FILE ONLINE
SUBSCRIPTION DATABASES**

BACKGROUND:

Infobase Learning's *Facts On File* subject-specific curriculum-based reference databases include articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The content area databases include: African-American History, American History, American Indian History, Ancient and Medieval History, Bloom's Literature, Ferguson's Career Guidance Center, Health Reference Center, Modern World History, Science Online, and World Geography and Culture Online.

The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through campus library websites and <https://my.fwisd.org>. Library Media Services monitors access and usage annually to determine continued interest and need. Funds have been budgeted for 2019-2020. This contract period begins July 1, 2019 and expires June 30, 2020.

STRATEGIC GOAL:

Relates to Strategic Goal 1: Increase Student Achievement

ALTERNATIVES:

1. Approve Annual Renewal to InfoBase Facts on File Online Subscription Databases
2. Decline to Approve Annual Renewal to InfoBase Facts on File Online Subscription Databases
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Renewal to InfoBase Facts on File Online Subscription Databases

FUNDING SOURCE

Additional Details

Special Revenue

410-12-6329-001-999-99-458-000000-12245

COST:

\$54,797.66

VENDOR:

Infobase Learning

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 Educational Purchasing Cooperative of North Texas (EPCNT) Contract RFP 16-06 from Grand Prairie ISD. 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

All Fort Worth ISD campuses and departments have online access to the databases.

RATIONALE:

Database usage statistics for a twelve month period report that 19,998 database searches were conducted and 72,776 database records were viewed

INFORMATION SOURCE:

Charles Carroll
Becky Navarre
Carter Cook

Infobase Renewal Quote – Fort Worth Independent School District

Greg Ricci <gricci@infobase.com>

Wed 08-May-19 7:05 AM

Deleted Items

To: Cook, Carter <carter.cook@fwisd.org>;

Cc: gricci@infobase.com <gricci@infobase.com>;

Infobase Subscription Renewal Price Quote

May 8, 2019

Customer #: 101246

Fort Worth Independent School District
Library Media Services
3150 McCart Avenue
Fort Worth TX 76110

Dear Subscriber:

It is time to renew! I am pleased to provide you with the following renewal price quote. Please feel free to contact me for further information or to confirm your renewal.

Start and End Dates: July 1, 2019 - June 30, 2020

PRODUCT INFORMATION

PRODUCT	CURRENT EXPIRATION	RENEWAL TERM	RENEWAL PRICE	TYPE
African-American History	June 30, 2019	12 months	\$4,566.47	Renewal
American History	June 30, 2019	12 months	\$9,132.96	Renewal
American Indian History	June 30, 2019	12 months	\$4,566.47	Renewal
Ancient and Medieval History	June 30, 2019	12 months	\$4,566.47	Renewal
Bloom's Literature	June 30, 2019	12 months	\$4,566.47	Renewal
Curriculum Resource Center	June 30, 2019	12 months	\$4,566.47	Renewal
Ferguson's Career Guidance Center	June 30, 2019	12 months	\$4,566.47	Renewal
Health Reference Center	June 30, 2019	12 months	\$4,566.47	Renewal
Modern World History	June 30, 2019	12 months	\$4,566.47	Renewal
Science Online	June 30, 2019	12 months	\$4,566.47	Renewal
World Geography and Culture Online	June 30, 2019	12 months	\$4,566.47	Renewal

TOTAL Cost: \$54,797.66

This notification is a Renewal Price Quote only, not an invoice. Please fill out the form below or contact your Sales Representative or Customer Service to confirm your renewal.

*NOTE: The total cost shown has been determined by the combination of products included in this proposal. Should any of selections change, renewal prices may change and a new price quote will be needed.

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RENEWAL FORM

YES, please renew my subscription(s) to the services listed above.

Purchase Order No.:
(if required)

Send the invoice to: **My institution** **My district office**

Bill date: **Now** or **Specify date**

Full name:

Signature:

Institution:

Today's Date:

CONTACT US

Sincerely,

Gregory Ricci
Key Accounts Manager

E: gricci@infobase.com
O: 800.322.8755 x4256
C: 917.921.3811
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Fort Worth Independent School District Sole Source Affidavit

Databases

The World Almanac for Kids
African-American History
American History
American Indian History
American Women's History Online
Ancient and Medieval History
Bloom's Literature
Curriculum Resource Center
Ferguson's Career Guidance Center
Health Reference Center
Modern World History
Science Online
The World Almanac for Kids
World Geography and Culture Online

Streaming Video

Classroom Video On Demand: Master
Collection

Email completed Sole Source Affidavit (and Attachments) to stella.zavala@fwisd.org

	Sum of May-18	Sum of Jun-18	Sum of Jul-18	Sum of Aug-18	Sum of Sep-18	Sum of Oct-18	Sum of Nov-18	Sum of Dec-18
Fort Worth Independent School District								
African-American History	100	3	131	54	283	115	274	362
American History	146	25	0	66	1847	1149	1675	543
American Indian History	49	0	0	38	136	161	113	139
Ancient and Medieval History	2276	0	5	85	132	141	46	35
Bloom's Literature	363	20	27	515	485	146	138	37
Classroom Video on Demand	154	30	6	84	274	166	186	146
Curriculum Resource Center	35	27	43	206	195	49	110	186
Ferguson's Career Guidance Center	704	35	5	103	129	14	320	47
Health Reference Center	240	0	6	167	432	400	500	681
Modern World History	716	0	4	56	2287	772	1108	1958
Science Online	454	162	40	269	1079	469	682	268
The World Almanac for Kids	462	7	11	152	5298	1659	299	1458
World Geography and Culture Online	1205	20	1926	57	2393	399	0	144
Fort Worth Independent School District Total	6904	329	2204	1852	14970	5640	5451	6004
Grand Total	6904	329	2204	1852	14970	5640	5451	6004

	Sum of Jan-2019	Sum of Feb-2019	Sum of Mar-2019	Sum of Apr-2019	Sum of May-2019
Fort Worth Independent School District					
African-American History	611	259	82	76	568
American History	249	1042	334	159	739
American Indian History	4	3	3	4	22
Ancient and Medieval History	1277	25	4	4043	192
Bloom's Literature	12	76	16	141	44
Curriculum Resource Center	5	26	42	4	2
Ferguson's Career Guidance Center	38	50	22	1916	328
Health Reference Center	104	65	18	510	286
History Research Center	20	146	1	51	90
Modern World History	89	23	35	94	154
Science Online	239	3629	41	1672	382
The World Almanac For Kids	637	626	235	278	503
World Geography and Culture Online	749	741	921	1341	83
Fort Worth Independent School District Total	4034	6711	1754	10289	3393
Grand Total	4034	6711	1754	10289	3393

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE 2019-2020 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) PARTIAL SERVICE PROVIDERS (LOCAL FUNDS)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. All recommended providers have successfully responded to Bid 17-045. This is the third year of a five year cycle FWAS central team will provide oversight and monitoring through site observations, regular trainings, completion of student, staff and parent surveys. Data will housed in FWISD Data Warehouse and Qualtrics. Partial Service Provider agreements are completed prior to Purchase Order creation.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Partial Service Providers (Local Funds)
2. Decline to Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Partial Service Providers (Local Funds)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2019-2020 Allocations For Fort Worth After School Partial Service Providers (Local Funds)

FUNDING SOURCE

Additional Details

General Fund

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

COST:

\$60,000

VENDOR:

Get Fit, Eat Smart, Girls Incorporated of Tarrant County, Girls on the Run of DFW Metroplex, K16 Ready Society, Latin Arts Association of Fort Worth, Sylvan Learning Center, Zooneversity, Big Thought, Education is Freedom, Girls LIFE Community Development Corp., GrowFit, Mad Science of FW, Mission Possible Kids, NexGen Engineering, The Thank You Darlin' Foundation, AB Christian Center, Kelley's Solutions, Mind Body Play, Mindset Facts, Xpress Haven Arts Center

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

Fort Worth After School Sites (31 sites):

Daggett ES, East Handley ES, Eastern Hills ES, C.C. Moss ES, W.M. Green ES, Charles Nash ES, Oakhurst ES, M.L. Phillips ES, Sam Rosen ES, Seminary Hills ES, South Hi Mount ES, Van Zandt-Guinn ES, M.M. Walton ES, Carter Park ES, Versia Williams ES, Rosemont MS, Stripling MS, Alice Contreras ES, Wedgwood MS, WA Meacham MS, WJ Turner ES, D. McRae ES, Glencrest 6th Grade, Sunrise ES, Rosemont 6th Grade, Kirkpatrick MS, Wedgwood 6th Grade, WM Monnig MS, Jean McClung MS, Oakhurst ES, Riverside MS

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. These Site-Based Campuses are managed by FWISD school day staff and provide highly structured and robust programming. Occasionally, providers with specialized skills/ talents are required to round out programming.

INFORMATION SOURCE:

Cherie Washington
Raul Pena
Michael Steinert
Miguel Garcia, Jr.

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE 2019-2020 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDERS

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. FWAS is a collaborative effort of FWISD and the City of Fort Worth which derives program funds from the Crime Control Prevention District. Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). This is a request to approve funding to generate purchase orders for various CBOs for the 2019-2020 school year. Clayton Youth Services will oversee Special Revenue Grant-Funded Pre-K program at Clifford Davis as part of the TEA Community Partnership Grant for the 2019-2020 school year. All CBOs have provided responses to Bid 17- 044. This is the third year of the five year bid cycle. FWAS central team will provide oversight and monitoring through site observations, regular trainings, completion of student, staff and parent surveys. Data will housed in FWISD Data Warehouse and Qualtrics. This will be a renewal contract.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Full Service Providers (Local Funds and Special Revenue Grant Funds)
2. Decline to Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Full Service Providers (Local Funds and Special Revenue Grant Funds)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2019-2020 Allocations For Fort Worth After School Full Service Providers (Local Funds and Special Revenue Grant Funds)

FUNDING SOURCE

Additional Details

General Fund	199-61-6299-0FK-999-30-395-000000	\$39,508
	199-61-6299-0FN-999-30-395-000000	\$158,032
	199-61-6299-0FG-999-30-395-000000	\$553,112
	199-61-6299-0FE-999-30-395-000000	\$592,620
	199-61-6299-001-999-30-395-000000	\$79,016
Special Revenue Grant Fund	429-61-6299-001-999-32-143-000000-19230	\$40,000

COST:

\$1,462,288

VENDOR:

Camp Fire, City of Fort Worth, Clayton YES, YMCA, The Confidence Group

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 17-044 & 17-044-A

Number of Bid/Proposal received: 5

HUB Firm: 0

Compliant Bids: 5

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After School (# of sites in parenthesis)

Camp Fire (1): Diamond Hill ES

City of Fort Worth (4): Como ES, DeZavala ES, Greenbriar ES, Daggett MS

Clayton Y.E.S (15): Clifford Davis ES (for Community Partnership Grant/ Project Code Owner= 19230); George Clarke ES, Glen Park ES, Meadowbrook ES, Natha Howell ES, Hubbard Heights ES, Luella Merrett ES, M.H. Moore ES, Oaklawn ES, Sagamore Hill ES, Western Hills Primary, Worth Heights ES, TA Sims ES, Richard Wilson ES, EJ Briscoe ES

YMCA (15): Kirkpatrick ES, Eastern Hills ES, Washington Heights ES, S.S. Dillow ES, Carroll Peak ES, William James MS, JP Elder MS, Lowery Road ES, Maude Logan ES, Mitchell Boulevard ES, John T. White ES, Handley MS, Jacquet MS, Rufino Mendoza ES and Forest Oak MS

RATIONALE:

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

INFORMATION SOURCE:

Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE 2019-2020 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDERS AT FIVE LEADERSHIP ACADEMIES (RAINWATER CHARITABLE FOUNDATION FUNDS)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. Five of these sixty six sites have been reconstituted as Leadership Academies that include extended school day programming. Additionally, each of these sites will provide FWAS enrichment programming for any student that expresses interest and complies with program participation guidelines. Programs will include vibrant enrichment programming, focused reinforcement strategies, afterschool snacks and full dinners provided under Texas Department of Agriculture (TDA) guidelines. Each of these sites will receive varying amounts of local funds to provide afterschool programming. These funds will be leveraged with donated funds from the Rainwater Charitable Foundation (RCF) to provide high level, robust afterschool programming. This is a request to approve RCF funding to generate purchase orders for the YMCA and The City of Fort Worth to provide FWAS programs at the respective campuses listed below. This CBO and City of Fort Worth have successfully responded to Bid 17- 044. This is the third year of a five year bid cycle. This is a renewal contract.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies
2. Decline to Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2019-2020 Allocations For Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies

FUNDING SOURCE

Additional Details

Special Revenue

498-61-6299-001-XXX-30-395-000000-20L89

COST:

\$814,200

VENDOR:

City of Fort Worth
YMCA

PURCHASING MECHANISM

Bid/Proposal Statistics
Bid Number: 17-044
Number of Bid/Proposal received: 4
HUB Firm: 0
Compliant Bids: 0

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

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
YMCA: JT White ES, Maude I. Logan ES, Mitchell Boulevard ES, Forest Oak MS
City of Fort Worth: Como ES

RATIONALE:

Funds from Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at the Five Leadership Academies. No other Local Funds will be utilized for programming.

INFORMATION SOURCE:

Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE CONTRACT BETWEEN CARNEGIE LEARNING AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

The Fort Worth Independent School District Transformation Zone (TZ) and the Leadership Academy Network will provide conceptual math resources (6-8) and professional development (3-12) which includes, blended, high-quality, innovative resources to promote an ability to create custom TEKS alignment to the TEKS Resource System pacing schedule, including RTI modules. Carnegie offers a blended learning solution that includes a consumable textbook for grades 6-8 and adaptive software for independent practice; additionally, adaptive software will provide individualized support for each student based on their activity and mastery of the TEKS. Carnegie also provides a demonstrated ability to provide connections for grades 3-12 teachers to an ongoing national network of math educators; the ability to regularly consult with and adapt professional learning to the specific needs of assigned schools; the ability to accommodate and customize grades 3-12 content based on evidence of impact of professional learning on teaching practice and student achievement. Carnegie will provide onsite professional development, coaching, and feedback sessions based on 6-week cycles. The Request for Proposal (RFP) is from the date of award through June 30, 2021 with option to extend for three additional years in one-year increments.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the contract between Carnegie Learning and Fort Worth Independent School District.
2. Decline to Approve the contract between Carnegie Learning and Fort Worth Independent School District.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the contract between Carnegie Learning and Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

Special Revenue	211-13-6299-0TZ-XXX-24-416-000000-19F09	\$291,500.00
General Fund	199-13-6299-TUR-009-24-416-000000	\$47,800.00

COST:

\$339,300.00

VENDOR:

Carnegie Learning

PURCHASING MECHANISM

Bid/RFP/RFQ
Bid/Proposal Statistics
Bid Number: 19-044
Number of Bid/Proposal Received: 8
HUB Firms: 0
Compliant Bids: 6

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44-031(b) regarding specifications, pricing, performance history, etc. This purchase is a required component of the grant approved by the Texas Education Agency. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

#117 Leadership Academy @ Como ES.
#124 Leadership Academy @ Maude Logan ES.
#129 Leadership Academy @ John T. White ES.
#144 Leadership Academy @ Mitchell Blvd. ES.
#045 Leadership Academy @ Forest Oak MS.
#105 W. Handley ES.
#160 M. M. Walton ES.
#059 J. Martin Jacquet MS.
#064 Glencrest 6th Grade
#009 Polytechnic HS. - General Fund
#053 Monnig MS. - No Cost

RATIONALE:

This purchase will provide all 11 campuses under the Transformation Zone with key concepts and practices upon which accelerated improvement is likely for the school years of 2019-2021.

INFORMATION SOURCE:

Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE CONTRACT BETWEEN SCHOLASTIC EDUCATION INC. AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

The Fort Worth Independent School District Transformation Zone (TZ) and the Leadership Academy Network (LAN) will provide high quality, innovative resources to promote social-emotional learning, cultural relevance, and thematic reading in English and Spanish. Scholastic materials have a research foundation and motivate students to read independently. TZ and LAN will require professional learning and implementation support for three cohorts up to 150 teachers total for grades 3-12 from Scholastic. The professional development shall introduce teachers to best practices for connecting SEL frameworks to literacy learning to help students become great readers and citizens through instructional best practices. FWISD will provide six days of training with sessions spread throughout the year. Additionally, two days of training for the start of the school year. Training will consist of formal presentations and onsite implementation support with digital options. The training will include a professional book that aligns with the professional learning. The program will contain authentic trade books with high-quality fiction and informational texts that deepen comprehension across content-area themes. The Request for Proposal (RFP) is from the date of award through June 30, 2021 with option to extend for three additional years in one-year increments.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the contract between Scholastic Education Inc. and Fort Worth Independent School District.
2. Decline to Approve the contract between Scholastic Education Inc. and Fort Worth Independent School District.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the contract between Scholastic Education Inc. and Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

Special Revenue	211-13-6299-0TZ-XXX-24-416-000000-19F09	\$342,856.36
General Fund	199-13-6299-TUR-009-24-416-000000	\$46,420.84

COST:

\$389,277.20

VENDOR:

Scholastic Education Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ
Bid/Proposal Statistics
Bid Number: 19-045
Number of Bid/Proposal Received: 8
HUB Firms: 0
Compliant Bids: 3

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44-031(b) regarding specifications, pricing, performance history, etc. This purchase is a required component of the grant approved by the Texas Education Agency. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

#117 Leadership Academy @ Como ES.
#124 Leadership Academy @ Maude Logan ES.
#129 Leadership Academy @ John T. White ES.
#144 Leadership Academy @ Mitchell Blvd. ES.
#045 Leadership Academy @ Forest Oak MS.
#105 W. Handley ES.
#160 M. M. Walton ES.
#059 J. Martin Jacquet MS.
#064 Glencrest 6th Grade
#009 Polytechnic HS. - General Fund

RATIONALE:

This purchase will provide all 10 campuses under the Transformation Zone with Comprehension Implementation Training and Materials which will accelerate improvement for the school years of 2019-2020.

INFORMATION SOURCE:

Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE CONTRACT BETWEEN HAZELDEN BETTY FORD FOUNDATION AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

To approve the contract between Hazelden Betty Ford Foundation and Fort Worth Independent School District. Based on the approval of the 2019-2021 Polytechnic Turnaround Plan, the Hazelden Betty Ford Foundation will provide Polytechnic High School with in-person training, student leadership training, coaching visits and comprehensive coaching reports for campus wide improvement for school years 2019-2021 on Building Assets Reducing Risks Subscription Agreement.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the contract between Hazelden Betty Ford Foundation and Fort Worth Independent School District.
2. Decline to Approve the contract between Hazelden Betty Ford Foundation and Fort Worth Independent School District.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the contract between Hazelden Betty Ford Foundation and Fort Worth Independent School District.

FUNDING SOURCE

Additional Details

General Fund

199-13-6299-TUR-009-24-416-000000

COST:

\$107,333.33 (Year 1 and 2 only)

VENDOR:

Hazelden Betty Ford Foundation/Hazelden Publishing

PURCHASING MECHANISM

Bid/RFP/RFQ
Bid/Proposal Statistics
Bid Number: 13-015-F
Number of Bid/Proposal Received: 27
HUB Firms: 0
Compliant Bids: 27

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Polytechnic High School

RATIONALE:

This purchase will provide Polytechnic High School with key concepts and practices upon which accelerated improvement is likely for the school years of 2019-2021.

INFORMATION SOURCE:

Cherie Washington
Susan Hernandez

EXHIBIT B

Subscription Fee: \$160,000.00

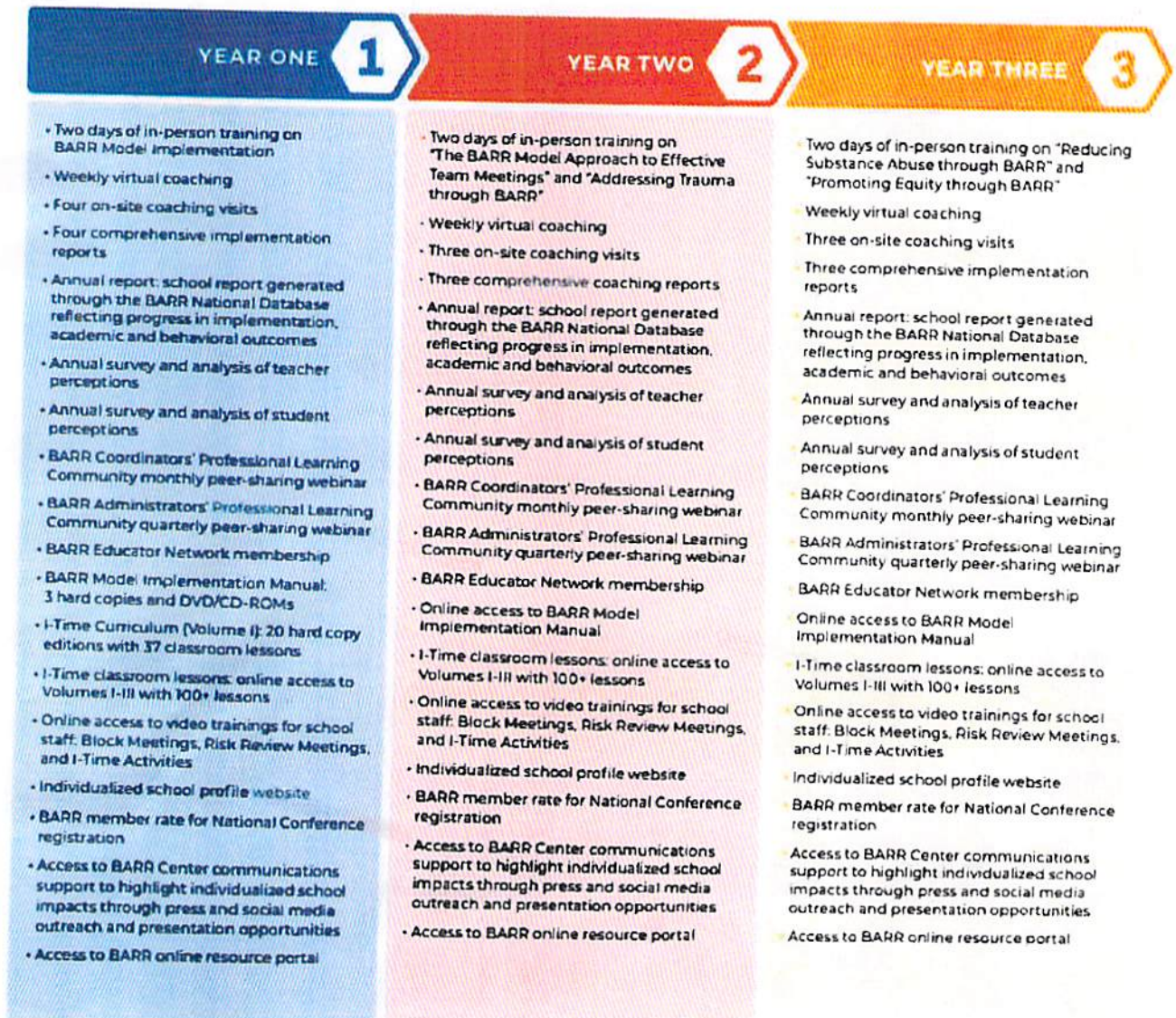
Payment Terms:

Description	Price
Year 1	
BARR Core Services Year 1	\$32,000.00
Building Assets Reducing Risks Complete Curriculum	\$2,000.00
BARR Travel Expense Year 1	\$3,999.99
BARR Premium Services	\$16,666.67
	\$54,666.66
Year 2	
BARR Core Services Year 2	\$33,000.00
BARR Travel Expense Year 2	\$3,000.00
BARR Premium Services	\$16,666.67
	\$52,666.67
Optional - Year 3	
BARR Core Services Year 3	\$33,000.00
BARR Travel Expense Year 3	\$3,000.00
BARR Premium Services	\$16,666.67
	\$52,666.67
Total	\$160,000.00

EXHIBIT A

BARR Model

Subscription and Services



**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

**TOPIC: APPROVE THE INTERLOCAL AGREEMENT BETWEEN FORT WORTH
ISD AND TEJAS SCHOOL SERVICES PURCHASING COOPERATIVE**

BACKGROUND:

The Board approved contracting with Sodexo Magic for food management services on April 23, 2019. The Texas Department of Agriculture (TDA) also approved the contract. Fort Worth ISD is entering into an Interlocal Agreement for a purchasing cooperative as required by the TDA . Sodexo Magic has partnered with Tejas School Services Purchasing Cooperative, who will facilitate compliance with state bidding requirements, identify qualified vendors of commodities, goods and services, make food purchases and realize cost savings. Sodexo Magic will pay for these purchases on our behalf through our contract with them. This Interlocal Agreement will be valid from July 1, 2019 – June 30, 2020 with the option to renew for successive one-year terms.

STRATEGIC GOAL:

2- Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Interlocal Agreement between Fort Worth ISD and Tejas School Services Purchasing Cooperative
2. Decline to Approve the Interlocal Agreement between Fort Worth ISD and Tejas School Services Purchasing Cooperative
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Interlocal Agreement between Fort Worth ISD and Tejas School Services Purchasing Cooperative

FUNDING SOURCE

Not Applicable

COST:

No Cost

VENDOR:

Not a Purchase

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

ALL FWISD cafeterias

RATIONALE:

By participation in this purchasing cooperative, Fort Worth ISD be in compliance with TDA.

INFORMATION SOURCE:

Art Cavazos

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE SERVICES FOR THE CHILD NUTRITION SOFTWARE SYSTEM FOR THE 2019-20 SCHOOL YEAR

BACKGROUND:

In 2014 the Board approved the selection of the Child Nutrition Services system to MCS School Software. The approval was for the period of five years and for the proposed costs totaling \$1,088,910. The proposed costs included purchases for training, license fees, installation, implementation, data interfaces and of point of sale system hardware.

While the District has partnered with Sodexo Magic for the Food Service Management Company it has been mutually agreed that finishing the 2020 school year with this software agreement is the best decision for the District.

STRATEGIC GOAL:

2- Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Services for the Child Nutrition Software System for the 2019-20 School Year
2. Decline to Approve the Services for the Child Nutrition Software System for the 2019-20 School Year
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Services for the Child Nutrition Software System for the 2019-20 School Year

FUNDING SOURCE

Additional Details

Child Nutrition Fund

701-35-6399-001-999-99-540-000000

COST:

\$ 120,240.00

VENDOR:

Heartland School Solutions

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 14-117

Number of Bid/Proposal received: 3

HUB Firm: 1

Compliant Bids: 3

Bid Number: 18-002

Number of Bid/Proposal received: 2

HUB Firm: 0

Compliant Bids: 2

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

FWISD Schools

RATIONALE:

The POS system provides the data on the reimbursable meals sold to the students. The digital signage suite software gives the students and the parents a glimpse of the menu with ease.

INFORMATION SOURCE:

Art Cavazos

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE DATA SHARING AGREEMENT AND PROCESS BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND SODEXO MAGIC

BACKGROUND:

Fort Worth ISD is contracting with Sodexo Magic for the 2019-2020 school year to provide child nutrition services for all of the District's students. The contract is for the duration of one year and was approved by the Board on April 23, 2019 and by the Texas Department of Agriculture. A Data Sharing Agreement and Process (Agreement) must now be implemented with Sodexo Magic in order for them to access and utilize student information in the course of providing food service management services. The parameters of the agreement are in keeping with the Family Educational Rights and Privacy Act (FERPA). This Agreement will be valid for this coming school year and may have the option for renewal not to exceed four one-year renewals, the same as the Sodexo Magic food service contract.

STRATEGIC GOAL:

2. Improve Operational Effectiveness and Efficiencies

ALTERNATIVES:

1. Approve Data Sharing Agreement and Process between Fort Worth Independent School District and Sodexo Magic
2. Decline to Approve Data Sharing Agreement and Process between Fort Worth Independent School District and Sodexo Magic
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Data Sharing Agreement and Process between Fort Worth Independent School District and Sodexo Magic

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/DEPARTMEN

All Campuses

RATIONALE:

Data sharing is required for the vendor to be able to provide nutrition services to the District's students.

INFORMATION SOURCE:

Art Cavazos

DATA SHARING AGREEMENT AND PROCESS BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND SODEXO MAGIC

1. PURPOSE

- 1.1 The purpose of this Agreement is to outline the responsibilities and commitments of each organization. The Data Sharing Process will be, as follows:
 - A. Data will be shared with Sodexo Magic from Fort Worth Independent School District (FWISD) while providing food service management services to FWISD. Any PII (as defined in 2.2) will be stored only on FWISD systems and may be accessed by Sodexo Magic's employees or agents in the course of providing food service management services.

2. STUDENT INFORMATION

- 2.1 Student Information– Sodexo Magic will only access and utilize FWISD student information as authorized and detailed in this Agreement.
- 2.2 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;
- 2.3 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 Sodexo Magic reasonably believes knows the identity of the student to whom the education record relates; and
- 2.4 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.

3. METHOD OF DATA ACCESS OR TRANSFER

If applicable, 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.

4. 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”).

5. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

- 5.1 With the exception of the terms and conditions of paragraph 10 to this Agreement and to the extent permitted under Texas law, Sodexo Magic shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of Sodexo Magic, its board members, officers, employees, or agents. Sodexo Magic 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 Sodexo Magic, its board members, officer, employees, or agents, and to defend FWISD against such claims for damages.
- 5.2 The Parties agree that the terms and requirement in this Section survive the expiration of the term of this Agreement.

6. ASSURANCES AND NOTIFICATIONS

- 6.1 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.
- 6.2 Sodexo Magic shall notify FWISD immediately if Sodexo Magic determines or knows that PII has been improperly disclosed to Sodexo Magic 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.
- 6.3 Sodexo Magic shall notify the FWISD immediately if Sodexo Magic determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that Sodexo Magic has improperly disclosed PII that Sodexo Magic obtained from FWISD. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

7. GENERAL CONDITIONS

- 7.1 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:
- 7.1.1 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 PII 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”).
 - 7.1.2 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.
 - 7.1.3 That personally identifiable information collected and shared is confidential. Sodexo Magic 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 Sodexo Magic 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.
 - 7.1.4 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).
 - 7.1.5 Sodexo Magic will destroy all non-De-identified data obtained under this Agreement and amendments to it when no longer needed.
 - 7.1.6 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 Sodexo Magic may only present, publish and use the data in an aggregated form.

- 7.1.7 That Sodexo Magic will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the food services management services.
- 7.1.8 Sodexo Magic 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 5 business days of such request.
- 7.2 Sodexo Magic understands that this Agreement does not convey ownership of FWISD's data to Sodexo Magic. 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.
- 7.3 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:
 - 7.3.1 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;
 - 7.3.2 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.
 - 7.3.3 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.

 Jacinto Ramos
 Fort Worth ISD Board President

 Date

 Quinton Phillips
 Fort Worth ISD Board Secretary

 Date

 Sodexo Authorized Representative

 Date

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE RATIFICATION OF PURCHASE OF SCHOOL UNIFORMS FOR THE 5 LEADERSHIP ACADEMIES

BACKGROUND:

At this time we are seeking Board approval for the purchase of school uniforms for all 5 leadership academies for the school year of 2019-2020.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve ratification of purchase of school uniforms for the Leadership Academies.
2. Decline to approve ratification of purchase of school uniforms for the Leadership Academies.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve ratification of purchase of school uniforms for the Leadership Academies.

FUNDING SOURCE

Additional Details

Special Revenue	498-11-6399-TWU-117-24-416-000000-19L97	\$17,925.00
	498-11-6399-TWU-124-24- 416-000000-19L97	\$13,594.60
	498-11-6399-TWU-129-24- 416-000000-19L97	\$18,732.00
	498-11-6399-TWU-144-24- 416-000000-19L97	\$14,508.20
	498-11-6399-TWU-045-24- 416-000000-19L97	\$111,890.00

COST:

\$176,649.80

VENDOR:

Proforma DFW Marketing

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-010

Number of Bid/Proposals received: 57

HUB Firms: 16

Compliant Bids: 57

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

- #117 Como Elementary School
- #124 Maude I. Logan Elementary School
- #129 John T. White Elementary School
- #144 Mitchell Boulevard Elementary School
- #045 Forest Oak Middle School

RATIONALE:

This purchase will provide the school uniforms for the five leadership academy schools for the 2019-2020 school year. The purpose of the uniforms is to establish the leadership academies as a separate network of campuses. The uniforms contribute to the culture and climate of the campuses. The Leadership Academy Network uniforms create a sense of pride and belonging to

the communities of these campuses. One of the components in the Leadership Academy model is to provide additional social and emotional support. These campuses are high percentage in economically disadvantaged students, and families need the support of uniforms for their scholars.

INFORMATION SOURCE:

Karen Molinar

Proforma DFW Marketing

QUOTE # 06032019

FWISD Vendor # 12386

DATE: 6/3/2019

CONTACT: Lori Walton

QUANTITY	DESCRIPTION	Unit Price	Total
Como Elementary - Mascot & School Name - Kelly Green			
300	Port Authority Silk Touch Youth Polo, XS	\$ 9.95	\$ 2,985.00
2,200	Gildan Youth DryBlend Polo, S-XL	\$ 6.25	\$ 13,750.00
176	Gildan Adult DryBlend Polo, S-XL	\$ 6.35	\$ 1,117.60
8	Gildan Adult DryBlend Polo, 2XL	\$ 9.05	\$ 72.40
JT White Elementary - Mascot & School Name - Purple			
260	Gildan Youth Double Piqué Polo, XS	\$ 9.95	\$ 2,587.00
2,380	Gildan Youth DryBlend Polo, S-XL	\$ 6.25	\$ 14,875.00
200	Gildan Adult DryBlend Polo, S-XL	\$ 6.35	\$ 1,270.00
Mitchell Blvd Elementary Mascot & School Name - Light Blue			
1,476	Gildan Youth DryBlend Polo, S-XL	\$ 6.25	\$ 9,225.00
832	Gildan Adult DryBlend Polo, S-XL	\$ 6.35	\$ 5,283.20
Maude Logan Elementary - Mascot & School Name - Forest Green			
172	Jerzees Youth 5.3 oz. Easy Care Polo, XS	\$ 8.55	\$ 1,470.60
1,696	Jerzees Youth 5.6 oz. SpotShield Jersey Polo, S-XL	\$ 6.25	\$ 10,600.00
240	Jerzees Adult 5.6 oz. SpotShield Jersey Polo, S-XL	\$ 6.35	\$ 1,524.00
Forest Oak Middle - Mascot & School Name (7th Grade - Burgundy; 8th Grade - Black)			
700	Port Authority Silk Touch Youth Polo, XL	\$ 9.30	\$ 6,510.00
2,700	Port Authority Silk Touch Polo, S-XL	\$ 10.65	\$ 28,755.00
80	Port Authority Silk Touch Polo, 2XL	\$ 11.95	\$ 956.00
60	Port Authority Silk Touch Polo, 3XL	\$ 14.65	\$ 879.00
20	Port Authority Silk Touch Polo, 4XL	\$ 15.95	\$ 319.00
700	Port Authority Silk Touch Youth Long Sleeve Polo, XL	\$ 13.95	\$ 9,765.00
2,700	Port Authority Silk Touch Long Sleeve Polo, S-XL	\$ 15.30	\$ 41,310.00
80	Port Authority Silk Touch Long Sleeve Polo, 2XL	\$ 16.60	\$ 1,328.00
60	Port Authority Silk Touch Long Sleeve Polo, 3XL	\$ 19.30	\$ 1,158.00
20	Port Authority Silk Touch Polo, Long Sleeve 4XL	\$ 20.60	\$ 412.00
400	Port & Company Youth Crewneck Sweatshirt	\$ 7.50	\$ 3,000.00
1,550	Port & Company Crewneck Sweatshirt, S-XL	\$ 9.70	\$ 15,035.00
100	Port & Company Crewneck Sweatshirt, 2XL	\$ 12.95	\$ 1,295.00
40	Port & Company Crewneck Sweatshirt, 3XL	\$ 14.60	\$ 584.00
40	Port & Company Crewneck Sweatshirt, 4XL	\$ 14.60	\$ 584.00
Total			\$ 176,649.80

Price includes 1 color screen printing on polos and Forest Oak sweatshirts. Includes delivery to each school.

Proforma DFW Marketing

QUOTE # 06032019

FWISD Vendor # 12386

DATE: 6/3/2019
 CONTACT: Lori Walton

	Youth					Adult					TOTAL
	YXS	S	M	L	XL	S	M	L	XL	2XL	
Como	300	600	700	500	400	100	40	24	12	8	2684

	Youth					Adult					TOTAL
	YXS	S	M	L	XL	S	M	L	XL	2XL	
John T. White	260	580	800	600	400	200	0	0	0	0	2840

	Youth					Adult					TOTAL
	YXS	S	M	L	XL	S	M	L	XL	2XL	
Mitchell Blvd	0	144	240	576	516	672	160	0	0	0	2308

	Youth					Adult					TOTAL
	YXS	S	M	L	XL	S	M	L	XL	2XL	
Maude Logan	172	268	824	484	120	120	120	0	0	0	2108

Forest Oak Short Sleeve Polos									
	Youth	Adult							TOTAL
	XL	S	M	L	XL	2XL	3XL	4XL	
Burgundy	300	300	400	400	400	40	30	10	1880
Black	400	300	300	300	300	40	30	10	1680
TOTAL	700	600	700	700	700	80	60	20	3560

Forest Oak Long Sleeve Polos									
	Youth	Adult							TOTAL
	XL	S	M	L	XL	2XL	3XL	4XL	
Burgundy	300	300	400	400	400	40	30	10	1880
Black	400	300	300	300	300	40	30	10	1680
TOTAL	700	600	700	700	700	80	60	20	3560

Forest Oak Sweatshirts									
	Youth	Adult							TOTAL
	XL	S	M	L	XL	2XL	3XL	4XL	
Maroon	150	150	200	200	200	50	20	20	990
Black	250	200	200	200	200	50	20	20	1140
TOTAL	400	350	400	400	400	100	40	40	2130



Proforma DFW Marketing

3471 Wellington Rd.
 Fort Worth, TX 76116
 Phone #: (817) 897-2301
 Fax #: (817) 549-0414
 E-mail Address: lori.walton@proforma.com

ORDER NUMBER
06050885
DATE
6/4/2019
SALES REP
Walton, Lori

ORDER ACKNOWLEDGEMENT

Page 1 of 3

SOLD TO INFORMATION
Fort Worth ISD Accounts Payable Department 100 N. University Dr. NW 140-E Fort Worth, TX 76107 Contact: Accounts Payable Phone: Fax: E-mail:

SHIP TO INFORMATION
DELIVERY TO EACH SCHOOL , TX 76107

CUSTOMER	CUSTOMER P.O. NO.	DATE ENTERED	REQUEST/IN-HAND DATE	SHIPMENT METHOD
000009	TO FOLLOW	06/04/2019		

QTY	UNIT	PRODUCT/ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
300	EACH	Y500	COMO - PORT AUTHORITY SILK TOUCH YOUTH POLO, XS	\$9.95	\$2,985.00
2200	EACH	G880B	COMO - GILDAN YOUTH DRYBLEND POLO, S-XL	\$6.25	\$13,750.00
176	EACH	G880	COMO - GILDAN ADULT DRYBLEND POLO, S-XL	\$6.35	\$1,117.60
8	EACH	G880	COMO - GILDAN ADULT DRYBLEND POLO, 2XL	\$9.05	\$72.40
260	EACH	G728B	JOHN T. WHITE - GILDAN YOUTH DOUBLE PIQUE POLO, XS	\$9.95	\$2,587.00
2380	EACH	G880B	JOHN T. WHITE - GILDAN YOUTH DRYBLEND POLO, S-XL	\$6.25	\$14,875.00
200	EACH	G880	JOHN T. WHITE - GILDAN ADULT DRYBLEND POLO, S-XL	\$6.35	\$1,270.00
1476	EACH	G880B	MITCHELL - GILDAN YOUTH DRYBLEND POLO, S-XL	\$6.25	\$9,225.00
832	EACH	G880	MITCHELL - GILDAN ADULT DRYBLEND POLO, S-XL	\$6.35	\$5,283.20
172	EACH	537YR	LOGAN - JERZEES YOUTH EASY CARE POLO, XS	\$8.55	\$1,470.60
1696	EACH	437Y	LOGAN - JERZEES YOUTH SPOTSHIELD POLO, S-XL	\$6.25	\$10,600.00
240	EACH	437	LOGAN - JERZEES ADULT SPOTSHIELD POLO, S-XL	\$6.35	\$1,524.00
700	EACH	Y500	FOREST OAK - PORT AUTH. SILK TOUCH YOUTH POLO, XL	\$9.30	\$6,510.00
2700	EACH	K500	FOREST OAK - PORT AUTH. SILK TOUCH POLO, S-XL	\$10.65	\$28,755.00
80	EACH	K500	FOREST OAK - PORT AUTH. SILK TOUCH POLO, 2XL	\$11.95	\$956.00
60	EACH	K500	FOREST OAK - PORT AUTH. SILK TOUCH POLO, 3XL	\$14.65	\$879.00

Thank You for this Opportunity to be of Service

If additional information is required, please contact us at: (817) 897-2301

Proforma DFW Marketing



3471 Wellington Rd.
 Fort Worth, TX 76116
 Phone #: (817) 897-2301
 Fax #: (817) 549-0414
 E-mail Address: lori.walton@proforma.com

ORDER NUMBER
06050885
DATE
6/4/2019
SALES REP
Walton, Lori

ORDER ACKNOWLEDGEMENT

Page 2 of 3

SOLD TO INFORMATION
Fort Worth ISD Accounts Payable Department 100 N. University Dr. NW 140-E Fort Worth, TX 76107 Contact: Accounts Payable Phone: Fax: E-mail:

SHIP TO INFORMATION
DELIVERY TO EACH SCHOOL , TX 76107

CUSTOMER	CUSTOMER P.O. NO.	DATE ENTERED	REQUEST/IN-HAND DATE	SHIPMENT METHOD
000009	TO FOLLOW	06/04/2019		

QTY	UNIT	PRODUCT/ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
20	EACH	K500	FOREST OAK - PORT AUTH. SILK TOUCH POLO, 4XL	\$15.95	\$319.00
700	EACH	Y500LS	FOREST OAK - PORT AUTH. YOUTH LONG SILK TOUCH POLO	\$13.95	\$9,765.00
2700	EACH	K500LS	FOREST OAK - PORT AUTH. LONG SILK TOUCH POLO, S-XL	\$15.30	\$41,310.00
80	EACH	K500LS	FOREST OAK - PORT AUTH. LONG SILK TOUCH POLO, 2XL	\$16.60	\$1,328.00
60	EACH	K500LS	FOREST OAK - PORT AUTH. LONG SILK TOUCH POLO, 3XL	\$19.30	\$1,158.00
20	EACH	K500LS	FOREST OAK - PORT AUTH. LONG SILK TOUCH POLO, 4XL	\$20.60	\$412.00
400	EACH	PC90Y	FOREST OAK - PORT & CO. YOUTH SWEATSHIRT, XL	\$7.50	\$3,000.00
1550	EACH	PC90	FOREST OAK - PORT & CO. ADULT SWEATSHIRT, S-XL	\$9.70	\$15,035.00
100	EACH	PC90	FOREST OAK - PORT & CO. ADULT SWEATSHIRT, 2XL	\$12.95	\$1,295.00
40	EACH	PC90	FOREST OAK - PORT & CO. ADULT SWEATSHIRT, 3XL	\$14.60	\$584.00
40	EACH	PC90	FOREST OAK - PORT & CO. ADULT SWEATSHIRT, 4XL	\$14.60	\$584.00
2	EACH	SU	SET-UP	\$0.00	\$0.00

Thank You for this Opportunity to be of Service

If additional information is required, please contact us at: (817) 897-2301

Proforma DFW Marketing



3471 Wellington Rd.
Fort Worth, TX 76116
Phone #: (817) 897-2301
Fax #: (817) 549-0414
E-mail Address: lori.walton@proforma.com

ORDER NUMBER
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DATE
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SALES REP
Walton, Lori

ORDER ACKNOWLEDGEMENT

Page 3 of 3

SOLD TO INFORMATION
Fort Worth ISD Accounts Payable Department 100 N. University Dr. NW 140-E Fort Worth, TX 76107 Contact: Accounts Payable Phone: Fax: E-mail:

SHIP TO INFORMATION
DELIVERY TO EACH SCHOOL , TX 76107

CUSTOMER 000009	CUSTOMER P.O. NO. TO FOLLOW	DATE ENTERED 06/04/2019	REQUEST/IN-HAND DATE	SHIPMENT METHOD	
QTY	UNIT	PRODUCT/ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Order Total >>> \$176,649.80

Notes:

Price includes a 1-color screen print on the left chest of all items.

Forest Oak 7th Grade-Burgundy
Forest Oak 8th Grade-Black

Customer Signature:

Date:

Thank You for this Opportunity to be of Service

If additional information is required, please contact us at: (817) 897-2301



Como Kelly Green



John T White Purple



Mitchell Blvd. Light Blue



Maude Logan Forest Green



Forest Oak 7th Grade Burgundy
Forest Oak 8th Grade Black



**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE CONTRACT BETWEEN FORT WORTH ISD AND BAYES ACHIEVEMENT CENTER, INC.

BACKGROUND:

This request is to provide a transitional plan from the Mediation Agreement approved by the Board on September 11, 2018, TEA Docket No. 269-SE-0618. Due to the unique circumstances based on the needs of this particular student, the contract will provide for a full-year of services with the goal to transition back to Fort Worth ISD during the second semester starting January 2020.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the contract between Fort Worth ISD and Bayes Achievement Center, Inc.
2. Decline to Approve the contract between Fort Worth ISD and Bayes Achievement Center, Inc.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the contract between Fort Worth ISD and Bayes Achievement Center, Inc.

FUNDING SOURCE

Additional Details

General Fund

199-11-6299-001-104-23-229-000000

COST:

\$250,000.00

VENDOR:

Bayes Achievement Center, Inc.

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 schools.

RATIONALE:

Placement for residential services is based on Individual Educational Plan (IEP). Mediation Agreement originally placed student at this center with the goal to transition back to Fort Worth ISD within the 2019-2020 school year. Due to student's disability, this individual may not be fully ready and could need a full-year of services. This contract will be for a full-year with the option, based on student success of IEP goals, to transition back to Fort Worth ISD starting January 2020.

INFORMATION SOURCE:

Jerry Moore

**Contract by and Between
Fort Worth Independent School District
And
Bayes Achievement Center, Inc.**

THIS AGREEMENT is made and entered into this 20th day of June 2019, by and between **Bayes Achievement Center, Inc.** ("Contractor"), a Texas corporation, and **Fort Worth Independent School District** ("School District"), for the provision of specialized educational residential services to ("Student").

RECITALS

WHEREAS, Contractor provides specialized educational residential services to students with disabilities;

WHEREAS, School District desires to contract with Contractor to obtain specialized educational residential services for Student;

WHEREAS, this Agreement sets forth the terms and conditions governing the provision of specialized educational residential services to Student.

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, including the provision of specialized educational residential services, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. OBLIGATIONS OF CONTRACTOR

A. Services - Contractor agrees to provide Student with the specialized facilities and personnel necessary to supply Student with the following services according to a mutually agreed upon Individual Education Plan ("IEP") and other plans of care:

1. Residential Services that include 24-hour supervision, mental health services, food, and lodging. Contractor will coordinate appointments for medical care.
2. Behavior Programming
3. Educational Services
4. Related Services:
Speech Therapy
Occupational Therapy
5. Transition Services, including in-home parent training and teacher/staff training, mileage and per diem fees, are billed separately and are not considered part of this agreement.

These services outlined in this contract will be provided without cost or charge to parents, guardians, surrogate or adult students.

B. Reports of Abuse and Neglect. Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law.

C. Criminal History Clearances. Contractor warrants that it has obtained criminal history record information on its employees. If an employee of the Contractor has a criminal history relevant to his or her employment then the Contractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with disabilities served by the Contractor.

D. Access to records. Contractor agrees to allow the School District access to all educationally related records of the Student and other relevant information concerning services provided to Student, maintained by Contractor, as allowed under applicable law. Contractor will maintain its records and accounts for a minimum of seven years after the termination of services. Contractor shall provide periodic reports to the School District including:

- Report Cards
- Progress Reports
- IEP Updates
- Copies of Emergency Behavior Intervention Reports
- Treatment Plan Reviews

The Contractor will furnish to the School District any necessary reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and Texas State Board of Education and in order to comply with all applicable federal statutes, regulations and executive orders.

II. OBLIGATIONS OF SCHOOL DISTRICT

A. Payment

School District will pay Contractor for all services covered by this contract reflected in **Exhibit A** to the contract. Any changes or amendment made to the Services covered by this Contract must be agreed to in writing by Contractor and School District and may result in additional amounts being due and owing Contractor under this Agreement. This sum shall be payable upon receipt of a monthly invoice. Should payment(s) not be made when due, interest will be added at a rate that is allowed by the Texas Government Code, Subchapter B, Chapter 2251.025, calculated on the past-due balance and the number of days past due. Failure to pay constitutes a breach of contract which may result in termination of the contract and/or in initiation of collection procedures.

B. Evaluation, Plans and Meetings

The School District maintains oversight and responsibility for:

1. Conducting IEP meetings, supplying all necessary paperwork for the IEP meeting and completing all appropriate invitations and notices.
2. Individual Education Plans - To be furnished by the School District IEP committee. The IEP will be jointly implemented and monitored by Contractor and School District.
3. Annual re-evaluation of appropriateness of the instructional agreement.
4. Psychological evaluation reports and/or evaluations concerning other related services.
5. Three-year Full and Individual Evaluation.
6. Coordinating and conducting all testing as mandated by state and federal regulation on the Contractor's campus including sending district personnel for proctoring.

III. CONSENT AND CONFIDENTIALITY

Student records are confidential. Contractor agrees not to release student information without the written authorization of parents, guardian, legally authorized representative or adult student, except in a medical emergency or pursuant to a lawful judicial order.

Contractor agrees to maintain student records in compliance with state and federal laws relating to the security and retention of educational and medical records. Contractor agrees to institute appropriate procedures for safeguarding protected information of students.

IV. TERM AND TERMINATION

- Term.** The term of this Agreement is **8/19/2019 to 7/31/2020**.
- Immediate Termination.** Contractor may terminate this Agreement immediately if Contractor has cause to believe that termination of the Agreement is in the best interests of the health and safety of the Student served under this Agreement or the staff. The School District may terminate this Agreement immediately if the Contractor is not approved through the Texas Education Agency's Non-Public School review process.
- Termination Upon Default.** Either party may terminate this Agreement after five (5) days written notice if the other party is in default of any of the provisions herein.
- Termination without Cause.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
- Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.
- Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, the parties agree to first attempt mediation prior to initiating formal legal action against the other party.
- Pro-Ration upon Termination.** In the event that the Contract is terminated prior to the end of the term specified herein, the fees and charges provided in **Exhibit A** will be pro-rated to the date of discharge.

V. MISCELLANEOUS

- A. **Nondiscrimination.** Contractor agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder.
- B. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of the parties.
- C. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral, including any prior agreements between the parties respecting the subject matter herein.
- D. **Governing Law and Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and exclusive venue shall lie in the state courts of proper jurisdiction in Walker County, Texas.
- E. **Notices.** Any required notice pursuant hereto shall be given in writing and shall be sent by (a) personal delivery; or (b) expedited delivery service with proof of delivery; or (c) postage prepaid, by certified mail, return receipt requested, (d) facsimile transmission with proof of transmission, to School District or Contractor at the address below, or (e) via email to address listed below. The notice shall be effective on the date of delivery indicated on the applicable delivery receipt.

If to the Contractor:

Bayes Achievement Center, Inc.
7517 Highway 75 South
Huntsville, Texas 77340
Facsimile: (936) 293-3982
Email: cjoy@bayescenter.com

If to the School District:

Dolores Missy Heady, Director of Specialized Services
Special Education
Fort Worth Independent School District
100 N. University, Suite NE 231
Fort Worth, Texas 76107
Facsimile: 817-814-2835
Email: dolores.heady@fwisd.org


- F. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
- G. **Fees and Expenses.** In the event of any controversy, claim, or dispute between Contractor and School District affecting or relating to the transaction contemplated by or the performance of the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees, consultants' and expert fees, court costs, and interest as allowed by applicable law.
- H. **Further Assurances.** The Parties to this Agreement agree to execute any further documents necessary to effectuate the intent and purposes of this Agreement.
- I. **Counterparts.** This Agreement may be executed in multiple identical counterparts or with detachable signature pages and shall constitute one and the same agreement, binding upon all Parties hereto. The Parties further agree that copies of this Agreement, including any portable document file (.pdf) copies with signatures, shall be binding and treated as an original agreement.
- J. **School District Services Agreements.** To the extent of any conflicts between the terms, conditions and/or provisions contained in this Agreement and any separate services agreement required by the School District for the provision of the specialized educational residential services, the School District's separate agreement shall control except that the indemnity provisions and limitation of liability provision as set forth below shall control.
- K. **INDEMNITY PROVISIONS: Should there exist any indemnity provisions for the benefit of School Districts in any separate School District Services Agreement, then notwithstanding any such indemnity provisions, Contractor shall not**

be held and is not responsible for and does not indemnify any School District, its trustees, administrators, teachers, employees, officers, agents, representatives and assigns from suits, actions, losses, damages, claims or liability of any character, type, or description, including claims arising under the Individuals with Disabilities Education Act (IDEA) or any expenses of litigation, court costs, and attorney's fees related thereto or for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, except where such suit, action, loss, damage, claim or liability is directly related to and solely arises out of, or occasioned by, the breach of the Agreement(s) with School District and/or the negligence or purposeful act or omission of Contractor, its officers, employees, agents, representatives, or assigns; and as it relates to IDEA claims, said indemnity shall be limited to any alleged failure by Contractor to implement the Student's IEP during Student's placement under this Agreement.

Notwithstanding any provision to the contrary in any School District Services Agreement, the School District, to the extent allowed by law and without wavers of any immunity or defense, shall and does indemnify, protect, and hold harmless Contractor, its officers, employees, agents, representatives, or assigns, against all claims from suits, actions, losses, damages, claims or liability of any character, type, or description, including claims arising under the Individuals with Disabilities Education Act (IDEA) or any expenses of litigation, court costs, and attorney's fees related thereto or for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, where such suit, action, loss, damage, claim or liability is directly related to and solely arises out of, or occasioned by, the breach of the Agreement(s) with Contractor and/or the negligence or purposeful act or omission of the School District, its officers, employees, agents, representatives, or assigns; and as it relates to IDEA claims, the School District shall indemnify Contractor and be responsible for any and all IDEA or related claims except for any alleged failure by Contractor to implement the Student's IEP during the Student's placement under this Agreement.

- L. **LIMITATION OF CONTRACTOR'S LIABILITY: TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR'S LIABILITY TO THE SCHOOL DISTRICT FOR ANY BREACH OF THIS AGREEMENT, BREACH OF ANY SCHOOL DISTRICT SERVICES AGREEMENT, OR ANY OTHER CLAIM ASSERTED BY THE SCHOOL DISTRICT, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO CONTRACTOR BY THE SCHOOL DISTRICT FOR SERVICES PROVIDED OR CONTEMPLATED ANY APPLICABLE AGREEMENTS.**

Executed on behalf of Bayes Achievement Center, Inc., "Contractor", this 20th day of June, 2019, Walker County, Texas.

BY:  Daniel Bayes, M.Ed., BCBA, Executive Director

Executed on behalf of Fort Worth Independent School District, "School District" this _____ day of _____, 2019, _____ County, Texas.

BY: _____ TITLE: _____

EXHIBIT A
Bayes Achievement Center, Inc.
Cost Analysis

Student:
District: Fort Worth Independent School District

Duration: 8/19/2019 - 7/31/2020
Duration of Contract (Days): 348

A. Fixed Costs:

Category	Rate	Service Total
Behavior Programming 24 hours per day - 348 days	\$296.00	\$103,008.00
Educational Services - ABA x 1.7	\$5,373.08	\$9,134.24
Residential Services - 348 days	\$277.37	\$96,524.76
A. Total Fixed Costs:		\$208,667.00

Fixed Daily: \$599.62

B. Variable Costs:

Related Service	Contact Type	Frequency		Per Unit Rate	Related Service Total
		Description	Number of Contacts		
	Consult		= 20	\$27.50	\$550.00
	Direct		= 40	\$55.00	\$2,200.00
Counseling - Individual	None		= 0	\$0.00	\$0.00
Counseling - Group	None		= 0	\$0.00	\$0.00
Counseling - Family	None		= 0	\$0.00	\$0.00
Physical Therapy	None		= 0	\$0.00	\$0.00
Orientation and Mobility	None		= 0	\$0.00	\$0.00
Music Therapy	None		= 0	\$0.00	\$0.00
	None		= 0	\$0.00	\$0.00
	None		= 0	\$0.00	\$0.00
B. Total Variable Costs:					\$2,750.00

Total Costs:

Cost Category	Total
A. Total Fixed Costs	\$208,667.00
B. Total Variable Costs	\$2,750.00
Total:	\$211,417.00

**CONSENT AGENDA ITEM
BOARD MEETING
July 16, 2019**

TOPIC: APPROVE THE PURCHASE OF EQUIPMENT, PROFESSIONAL DEVELOPMENT, AND CURRICULUM FOR AERIAL ROBOTICS INITIATIVE

BACKGROUND:

The Fort Worth ISD Career and Technical Education (CTE) Department with nine other regional school districts' CTE Departments submitted an application for the 2019-2020 TEA Perkins Reserve Grant. The group, North Central Texas Aerial Robotics STEM Initiative, reviewed the Tarrant County Regional Workforce data and discovered a projected 20% job growth in fields associated with aerial robotics. The purpose of the grant is to develop a region-based network of North-Central Texas school districts whose mission is to create and align curriculum with industry needs and certification standards, to increase CTE enrollment in industry-based certifications by introducing a new pathway to certification aligned with student interest and industry need, and to offer professional development opportunities for teachers within the designated region to increase their knowledge of the robotics-related curricula, industry needs and standards, and current and emerging best practices.

As the grant facilitator, Fort Worth ISD received notice that TEA awarded \$700,000 to complete the grant. The school district completed the RFP process to solicit vendors. The RFP Bid Review Committee for the purchase of equipment, professional development, and curriculum selected OnPoynt Drone Solutions.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Equipment, Professional Development, and Curriculum for Aerial Robotics Initiative
2. Decline to Approve Purchase of Equipment, Professional Development, and Curriculum for Aerial Robotics Initiative
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Equipment, Professional Development, and Curriculum for Aerial Robotics Initiative

FUNDING SOURCE

Additional Details

Special Revenue

244-13-6299-07M-XXX-22-721-000000-20F23
244-13-6396-07M-XXX-22-721-000000-20F23
244-13-6398-07M-XXX-22-721-000000-20F23
244-13-6399-07M-XXX-22-721-000000-20F23
244-13-6639-07M-XXX-22-721-000000-20F23

COST:

\$700,000.00 (Not to exceed)

VENDOR:

OnPoynt Drone Solutions

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 138
Number of Bid/Proposals received: 4
HUB Firms: 0
Compliant Bids: 2

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

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

Amon Carter-Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill-Jarvis High School
Paul Laurence Dunbar High School
Eastern Hills High School
North Side High School
Polytechnic High School
R.L. Paschal High School
Trimble Technical High School
Southwest High School
Western Hills High School
Oscar Dean Wyatt High School
Benbrook High School
Young Men's Leadership Academy
Young Women's Leadership Academy
I.M. Terrell STEM Academy
Career and Technical Education

RATIONALE:

The aerial robotics initiative will allow more students access to growing industry career development and certifications. The adoption of the equipment, professional development, and curriculum will allow students to prepare for college and career opportunities in the field.

INFORMATION SOURCE:

Jerry Moore

108 Other Evaluation Criteria as indicated in the RFP

The following additional criteria will be taken into consideration when evaluating the RFP:

- Item is well designed, well built and durable
- Company has accurate and detailed specification sheets
- Company has a website that is easy to navigate
- Company has been actively selling items listed
- Company has experience selling in the educational field
- Company can provide technical support as needed
- Company provides service after initial sale

109 Prohibition on Contracts with companies Boycotting Israel (HB 89)

Pursuant to Chapter 2270 of the Texas Government Code, Chapter 808, paragraph 227.001, the Proposer verifies that it (1) does not boycott Israel and (2) will not boycott Israel during the term of this contract or any extensions thereto. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

~~~This is your electronic signature.

Chapter 2270 of the Texas Government Code has been amended by HB 793 which went into effect May 7, 2019. The amendment defines "Company" has the meaning assigned by Section 808.001 except that the term does not include a sole proprietorship. Sec. 2270.002 PROVISION REQUIRED IN CONTRACT THAT: has been amended to include the following information; a) This section applies only to a contract that: 1) is between a governmental entity and a company with 10 or more full-time employees; and 2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

**110 Company Designation**

Is your company a sole proprietorship?

**111 Number of Employees**

Does your company employ 10 or more full-time employees?

**Bid Lines**

**1** 1.) pre-programmed, pre-assembled personal Unmanned Aerial Vehicles

Quantity:   1   UOM:   EA   Price:  Total:

Item Notes: Quantity ordered will be based on pricing received. List price for 1 unit.

Supplier Notes:

**2** 2.) pre-assembled, programmable small Unmanned Aerial Vehicles

Quantity:   1   UOM:   EA   Price:  Total:

Item Notes: Quantity ordered will be based on pricing received. List price for 1 unit.

Supplier Notes:

**3** 3.) large Unmanned Aerial Vehicle assembly kits

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Quantity ordered will be based on pricing received. List price for 1 unit.

Supplier Notes:

**4** 4.) Unmanned Aerial Vehicle:  
5 pound lift capacity  
Can withstand sustained 40 mph winds  
Detachable camera included

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Quantity ordered will be based on pricing received. List price for 1 unit.

Supplier Notes:

**5** 5.) Unmanned Aerial Vehicle  
10 pound lift capacity  
Can withstand sustained 60 mph winds  
Detachable camera included

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: Quantity ordered will be based on pricing received. List price for 1 unit.

Supplier Notes:

**6** 6.) Professional Development

a. 2.5 days of professional development on Basic Unmanned Aerial Vehicle Flight for between 10 and 50 educators

b. 2.5 days of professional development on Unmanned Aerial Vehicle programming for between 10 and 50 educators

c. 5 days of professional development on Complete Unmanned Aerial Vehicle assembly and programming for between 10 and 50 educators

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: List one price for all 10 days of training.

Supplier Notes:

**7** 7.) Curriculum

a. Basic Unmanned Aerial Vehicle flight curriculum for up to 100 simultaneously running classrooms

b. Unmanned Aerial Vehicle programming curriculum for up to 100 simultaneously running classrooms

c. Complete Unmanned Aerial Vehicle assembly and programming curriculum for up to 100 simultaneously running classrooms

Quantity:   1   UOM:  EA  Price:  Total:

Item Notes: List one price for all 3 curriculum topics.

Supplier Notes:

**Response Total: \$83,008.00**

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7

**5**  
5.0 RESPONSE FORMAT

In addition to completing the online RFP, please submit, in a binder, one (1) original and ten (10) paper copies of narratives as related to **Criteria 1-10** listed in attribute numbers 88-97. Please submit on a flash drive one (1) original and one (1) copy of videos of each Unmanned Aerial Vehicle (UAV) model flying and one pre-programmed, pre-assembled personal Unmanned Aerial Vehicle (UAV) with a pre-paid label so that it may be returned to your at the conclusion of the bid. Binders/Narratives, Videos and Copies, and sample UAV must be submitted in a sealed box, marked "**CTE Unmanned Aerial Vehicle**" and delivered to the address below prior to 2:00 PM on June 10th, 2019. **You do not have to print off or submit the online information as this was done electronically.**

FORT WORTH ISD  
ATTN: PURCHASING  
100 N. UNIVERSITY DR., SUITE 140F  
FORT WORTH, TEXAS 76107

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8

**Criteria #1**

Fort Worth ISD intends to purchase a quantity of up to 1,750 Pre-programmed, pre-assembled personal Unmanned Aerial Vehicles. This quantity is subject to pricing received. Provide narrative in binder as TAB #1, include pictures, model information, specifications and descriptions of the Unmanned Aerial Vehicle.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

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**Criteria #2**

Fort Worth ISD intends to purchase a quantity of up to 400 Pre-assembled, programmable small Unmanned Aerial Vehicles. This quantity is subject to pricing received. Provide narrative in binder as TAB #2, include pictures, model information, specifications and descriptions of the Unmanned Aerial Vehicle.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

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**Criteria #3**

Fort Worth ISD intends to purchase a quantity of up to 30 large Unmanned Aerial Vehicle assembly kits. This quantity is subject to pricing received. Provide narrative in binder as TAB #3, include pictures, model information, specifications and descriptions of the Unmanned Aerial Vehicle kit.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

9  
1

**Criteria #4**

Fort Worth ISD intends to purchase a quantity of up to 20 Unmanned Aerial Vehicles that include the following minimum specifications:

- 5 pound lift capacity
- Can withstand sustained 40 mph winds
- Detachable camera included

This quantity is subject to pricing received. Provide narrative in binder as TAB #4, include pictures, model information, specifications and descriptions of the Unmanned Aerial Vehicle.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

**9**  
**2** **Criteria #5**  
Fort Worth ISD intends to purchase a quantity of up to 10 Unmanned Aerial Vehicles that include the following minimum specifications:

- 10 pound lift capacity
- Can withstand sustained 60 mph winds
- Detachable camera included

This quantity is subject to pricing received. Provide narrative in binder as TAB #5, include pictures, model information, specifications and descriptions of the Unmanned Aerial Vehicle.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

**9**  
**3** **Criteria #6**  
Fort Worth ISD intends to purchase 10 total days of Professional Development to be completed throughout the 2019-2020 school year. Breakdown of professional development as listed below:

- a. 2.5 days of professional development on Basic Unmanned Aerial Vehicle Flight for between 10 and 50 educators
- b. 2.5 days of professional development on Unmanned Aerial Vehicle programming for between 10 and 50 educators
- c. 5 days of professional development on Complete Unmanned Aerial Vehicle assembly and programming for between 10 and 50 educators

Provide narrative in binder as TAB #6, include examples of each Professional Development training (a-c) listed above and a tentative schedule and plan for the professional development.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

**9**  
**4** **Criteria #7**  
Fort Worth ISD intends to purchase curriculum for up to 100 simultaneously running classrooms, for the following subjects:

- a. Basic Unmanned Aerial Vehicle flight curriculum for up to 100 simultaneously running classrooms
- b. Unmanned Aerial Vehicle programming curriculum for up to 100 simultaneously running classrooms
- c. Complete Unmanned Aerial Vehicle assembly and programming curriculum for up to 100 simultaneously running classrooms

Provide narrative in binder as TAB #7, include examples of each Curriculum topic (a-c) listed above.

**Please note Unmanned Aerial Vehicles are for educational purposes and video recording only.**

**9**  
**5** **Criteria #8**  
Provide narrative in binder as TAB #8, detail how you have been selling the Unmanned Aerial Vehicles, Professional Development and/or Curriculum within the educational field and the public.

**9**  
**6** **Criteria #9**  
Provide narrative in binder as TAB #9, provide information regarding technical support.

**9**  
**7** **Criteria #10**  
Provide narrative in binder as TAB #10, include service support of the Unmanned Aerial Vehicles, Professional Development and/or Curriculum after purchase.

**9**  
**8** **6**  
**6.0 DELIVERY EXPECTATIONS**  
Fort Worth ISD has the following expectations for delivery of Criteria 1-7 listed below in attributes 100-106.

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION TO PURCHASE INSTRUCTIONAL LITERACY MATERIALS**

**BACKGROUND:**

The *Units of Study in Opinion, Information and Narrative Writing* and *Explorations in Non-Fiction Writing* provide genre-based writing units of study that support the state standards for English Language Arts and the STAAR assessment. *The Intermedite Comprehension Toolkit Series* offers an intensive course of study designed to help intermediate-grade students understand, respond to and learn from nonfiction text. With the teaching and learning focus on comprehension strategies, the *Toolkit* provides a foundation for developing independent readers and learners across the curriculum and throughout the school year.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Authorization to Purchase Instructional Literacy Materials.
2. Decline to Approve Authorization to Purchase Instructional Literacy Materials.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Purchase Instructional Literacy Materials.

**FUNDING SOURCE**

*Additional Details*

Special Revenue

410-11-6399-001-698-11-458-000000-12245

**COST:**

\$428,856.75

**VENDOR:**

Heinemann

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 204

HUB Firms: 29

Compliant Bids: 204

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

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Elementary, Middle, and High Schools

## **RATIONALE:**

The Lucy Calkins Writing Units of Study in Opinion/Argument, Information, and Narrative Writing engage students in writing about real world experiences using effective techniques, well-chosen details, and well-structured events. These units of study will help students become proficient writers in grades 1-5.

- The Narrative Writing unit will take students through a progression of learning from small moments to developing characters in carefully structured stories.
- The Information Writing unit teaches students to move from combining pictures and text to creating quality research reports following specific guidelines.
- The Opinion/Argument Writing unit progresses students from creating convincing review to writing claim-based, evidence-rich literary essays.

The Comprehension Toolkit Series from Stephanie Harvey and Anne Goudvis has all of the language, teaching moves, and re-usable resources to build students' reading comprehension in ways that are visible and audible and helps to show evidence of developing students' thinking over time.

As an active literacy learning framework, The Comprehension Toolkit can be implemented as part of a literacy block or within a curriculum lesson. Additionally, this supplemental resource is designed to support every instructional setting including whole group, ELL support, small group, independent practice, intervention, summer school – as well as resources for PLCs.

## **INFORMATION SOURCE:**

Jerry Moore





## Quote

|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------|--------------|-----------------|----------------------|
| <b>Date</b>                                                                                                                                                                                                       | <b>School address:</b>            |               |              |                 |                      |
| May 22, 2019                                                                                                                                                                                                      | Fort Worth ISD                    |               |              |                 |                      |
|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
| <b>Heinemann</b>                                                                                                                                                                                                  |                                   |               |              |                 |                      |
| <b>Order #</b>                                                                                                                                                                                                    | <b>Title</b>                      | <b>Author</b> | <b>Price</b> | <b>Qty</b>      | <b>Sub-Total</b>     |
| 978-0-325-08911-9                                                                                                                                                                                                 | Intermedite Comprehension Toolkit | Harvey/Goudvi | \$ 270.00    | 450             | \$ 121,500.00        |
| 978-0-325-08911-9                                                                                                                                                                                                 | Intermedite Comprehension Toolkit | Harvey/Goudvi | \$ 270.00    | 80              | \$ 21,600.00         |
| 978-0-325-08911-9                                                                                                                                                                                                 | Intermedite Comprehension Toolkit | Harvey/Goudvi | \$ 270.00    | 25              | \$ 6,750.00          |
|                                                                                                                                                                                                                   |                                   |               | \$ -         | 0               | \$ -                 |
|                                                                                                                                                                                                                   |                                   |               | \$ -         | 0               | \$ -                 |
|                                                                                                                                                                                                                   |                                   |               | \$ -         | 0               | \$ -                 |
|                                                                                                                                                                                                                   |                                   |               |              | <b>Subtotal</b> | <b>\$ 149,850.00</b> |
|                                                                                                                                                                                                                   |                                   |               |              | <b>Shipping</b> | <b>\$ 7,492.50</b>   |
|                                                                                                                                                                                                                   |                                   |               |              | <b>Total</b>    | <b>\$ 157,342.50</b> |
| <i>Thanks for the order!</i>                                                                                                                                                                                      |                                   |               |              |                 |                      |
| <b>Please send order to:</b><br><b>Heinemann</b><br><b>P.O. Box 6926</b><br><b>Portsmouth, NH 03802-6926</b><br><b>or</b><br><b>Fax: 877-231-6980</b><br><i>(if faxing order, please do not mail in original)</i> |                                   |               |              |                 |                      |
| <b>Prepared by:</b>                                                                                                                                                                                               |                                   |               |              |                 |                      |
| Warren Instructional Network                                                                                                                                                                                      |                                   |               |              |                 |                      |
|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
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|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |
|                                                                                                                                                                                                                   |                                   |               |              |                 |                      |



## Quote

|                   |                                                                                                                                                                                                                   |               |              |              |                     |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|--------------|---------------------|
| <b>Date</b>       | <b>School address:</b>                                                                                                                                                                                            |               |              |              |                     |
| May 22, 2019      | Fort Worth ISD                                                                                                                                                                                                    |               |              |              |                     |
| <b>Heinemann</b>  |                                                                                                                                                                                                                   |               |              |              |                     |
| <b>Order #</b>    | <b>Title</b>                                                                                                                                                                                                      | <b>Author</b> | <b>Price</b> | <b>Qty</b>   | <b>Sub-Total</b>    |
| 978-0-325-08973-7 | Units of Study in Opinion, Information, and Narrative Writing Elementary Series Bundle Grades K-5 with Trade Book Packs                                                                                           | Calkins       | \$ 1,290.60  | 50           | \$ 64,530.00        |
| 978-0-325-08953-9 | Units of Study in Opinion, Information, and Narrative Writing, Grade K with Trade Book Pack                                                                                                                       | Calkins       | \$ 239.00    | 150          | \$ 35,850.00        |
| 978-0-325-08954-6 | Units of Study in Opinion, Information, and Narrative Writing, Grade 1 with Trade Book Pack                                                                                                                       | Calkin        | \$ 239.00    | 150          | \$ 35,850.00        |
| 978-0-325-08955-3 | Units of Study in Opinion, Information, and Narrative Writing, Grade 2 with Trade Book Pack                                                                                                                       | Calkin        | \$ 239.00    | 150          | \$ 35,850.00        |
| 978-0-325-08956-0 | Units of Study in Opinion, Information, and Narrative Writing, Grade 3 with Trade Book Pack                                                                                                                       | Calkin        | \$ 239.00    | 150          | \$ 35,850.00        |
|                   |                                                                                                                                                                                                                   |               | \$ -         | 0            | \$ -                |
| 978-0-325-08958-4 | Units of Study in Opinion, Information, and Narrative Writing, Grade 5 with Trade Book Pack                                                                                                                       | Calkin        | \$ 239.00    | 150          | \$ 35,850.00        |
| 978-0-325-05375-2 | Units of Study in Argument, Information, and Narrative Writing Middle School Series Bundle, Grades 6-8                                                                                                            | Calkin        | \$ 472.50    | 28           | \$ 13,230.00        |
| 978-0-325-04714-0 | Units of Study in Argument, Information, and Narrative Writing, Grade 6                                                                                                                                           | Calkin        | \$ 175.00    | 2            | \$ 350.00           |
| 978-0-325-04715-7 | Units of Study in Argument, Information, and Narrative Writing, Grade 7                                                                                                                                           | Calkin        | \$ 175.00    | 7            | \$ 1,225.00         |
|                   |                                                                                                                                                                                                                   |               |              | Subtotal     | \$258,585.00        |
|                   |                                                                                                                                                                                                                   |               |              | Shipping     | \$ 12,929.25        |
|                   |                                                                                                                                                                                                                   |               |              | <b>Total</b> | <b>\$271,514.25</b> |
|                   | <i>Thanks for the order!</i>                                                                                                                                                                                      |               |              |              |                     |
|                   | <b>Please send order to:</b><br><b>Heinemann</b><br><b>P.O. Box 6926</b><br><b>Portsmouth, NH 03802-6926</b><br><b>or</b><br><b>Fax: 877-231-6980</b><br><i>(if faxing order, please do not mail in original)</i> |               |              |              |                     |
|                   | <b>Prepared by:</b>                                                                                                                                                                                               |               |              |              |                     |
|                   | Warren Instructional Network                                                                                                                                                                                      |               |              |              |                     |

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION FOR PROFESSIONAL DEVELOPMENT  
BY ABYDOS LITERACY LEARNING**

**BACKGROUND:**

Abydos Literacy Learning builds on over sixty years of literacy research integrating writing with reading, grammar, and the language arts. Over the years, Abydos has proven effective in making a positive difference on STAAR/EOCs in school districts. Some of the scientific research studies include Janet Emig’s work from Harvard, V. Eads - Baylor, G. Metz - Sam Houston State, K. Smith - Texas A&M as well as several others.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Authorization to Purchase Professional Development by Abydos Literacy Learning.
2. Decline to Approve Authorization to Purchase Professional Development by Abydos Literacy Learning.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Purchase Professional Development by Abydos Literacy Learning.

**FUNDING SOURCE**

*Additional Details*

General Fund

199-13-6299-015-999-24-307-000000

**COST:**

\$80,000.00

**VENDOR:**

Abydos Literacy Learning

## **PURCHASING MECHANISM**

Bid/RFP/RFQ

### **Bid/Proposal Statistics**

Bid Number: 16-089-H

Number of Bid/Proposals received: 40

HUB Firms: 12

Compliant Bids: 40

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

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

All English I & II teachers in FWISD

## **RATIONALE:**

Professional learning is needed to equip our teachers with structured literacy skills. The training in literacy instruction is key in developing a strong foundational skills for our students.

Professional learning topics will include:

- Structure versus formula for authentic reading and writing
- Developing reading and writing stamina
- Learning theories/integrating instruction
- Gist/Main idea, Summary
- Transitions
- Inference
- Graphics and How to Read/Interpret Them
- Writing Genres
- Characterization, Elements of a Narrative
- Sentences: Combining, Fragments, Run-ons, Comma Splices, Variations, Length
- Proofreading
- English Usage: Capitalization, Punctuation, Contractions, Verb Tenses, Verb Agreement, Homonyms, Appropriate Word Choice
- Voice
- Depth
- Responding to Open-Ended Prompts, Linking Prompts Thematically
- Daily Reading/Writing Connections
- Multicultural Texts
- Organization, Coherence, Elaboration (Layering), Logical Progression of Ideas
- Textual References

## **INFORMATION SOURCE:**

Jerry Moore



## Abydos Literacy Learning—ALL

June 12, 2019  
FORT WORTH ISD QUOTE  
To: Angela McCone  
FWISD SECONDARY LITERACY DIRECTOR

Mail or Email Purchase Order To:  
Dr. Joyce Armstrong Carroll, Ed.D., H.L.D.  
Abydos Literacy Learning  
23111 Northcrest Dr.  
Spring, TX 77389  
832.326.7313

This proposal can be attached to your PO and sent to Abydos Literacy Learning at the address above.  
Thank you for your business and dedication to education.

| Qty                                                                                                                                     | Item# | Description*          | Unit Price | Total Price | Total Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------|------------|-------------|--------------|
| 3 days                                                                                                                                  |       | State Mandated Tests* | \$4000.    | \$72,000.   | \$72,000     |
| (August 12, 13, 14, 2019 X 6 presenters—this may be modified to 4 presenters if I cannot secure 6 for those key staff development days) |       |                       |            |             |              |

### \* STATE-MANDATED TESTS: GETTING THE SCORES THROUGH AUTHENTIC TEACHING

- Structure versus formula for authentic reading and writing
- Developing reading and writing stamina
- Learning theories/integrating instruction
- Gist/Main idea, Summary
- Transitions
- Inference
- Graphics and How to Read/Interpret Them
- Writing Genres
- Characterization, Elements of a Narrative
- Sentences: Combining, Fragments, Run-ons, Comma Splices, Variations,

#### Length

- Proofreading
- English Usage: Capitalization, Punctuation, Contractions, Verb Tenses, Verb

#### Agreement, Homonyms, Appropriate Word Choice

- Voice
- Depth
- Responding to Open-Ended Prompts, Linking Prompts Thematically
- Daily Reading/Writing Connections
- Multicultural Texts
- Organization, Coherence, Elaboration (Layering), Logical Progression of Ideas

- Textual References

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE THE PURCHASE OF ADDITIONAL INSTRUCTIONAL MATERIALS FOR KINDERGARTEN THROUGH EIGHTH GRADE CALLED FOR UNDER STATE PROCLAMATION 2019**

**BACKGROUND:**

The Board originally approved this purchase on April 23, 2019. As we were confirming our student and teacher counts for the 2019-2020 school year, it was discovered that we need to adjust our instructional materials to ensure adequate allotments for all campuses. The adjustments result in the purchase of additional student workbooks and teacher editions for this adoption.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the purchase of additional instructional materials for kindergarten through eighth grade called for under state proclamation 2019
2. Decline to approve the purchase of additional instructional materials for kindergarten through eighth grade called for under state proclamation 2019
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the purchase of additional instructional materials for kindergarten through eighth grade called for under state proclamation 2019

**FUNDING SOURCE**

*Additional Details*

IMA

410-11-6321-001-698-11-458-000000-12245



**COST:**

Not to exceed \$1,500,000

**VENDORS:**

Pearson Education

**PURCHASING MECHANISM**

Bid/RFP/RFQ

|                                                                                                                       |                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Bid/Proposal Statistics                                                                                               |                                                                                                                      |
| Bid Number: RFP 19-081 Literary Texts K-2<br>Number of Bid/Proposal Received: 12<br>HUB Firms: 1<br>Compliant Bids: 9 | Bid Number: RFP 19-069 Literary Texts 3-5<br>Number of Bid/Proposal Received: 9<br>HUB Firms: 2<br>Compliant Bids: 6 |
| Bid Number: RFP 19-078 Literary Texts 6-8<br>Number of Bid/Proposal Received: 9<br>HUB Firms: 0<br>Compliant Bids: 9  |                                                                                                                      |

These purchases have been evaluated in accordance with the Texas Education Code section 44-031 (b) regarding specifications, pricing, performance history, etc. The recommended vendors are 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:**

Board approval of the Superintendent's instructional materials recommendation will allow us to provide adequate instructional materials to all campuses for the 2019 state adoption.

**INFORMATION SOURCE:**

Jerry Moore

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER (UNTHSC)**

**BACKGROUND:**

The University of North Texas Health Science Center and the Fort Worth Independent School District (FWISD) collaborate on an endeavor designed to improve prevention, education, and intervention efforts for students experiencing symptoms of asthma resulting in improved student health, and subsequently, improved attendance and achievement. This Memorandum of Understanding (MOU) articulates the goals of this partnership, and establishes each party's responsibilities. Currently all FWISD campuses participate in the Asthma 411 program.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Memorandum Of Understanding Between Fort Worth Independent School District And University of North Texas Health Science Center (UNTHSC)
2. Decline to Approve Memorandum Of Understanding Between Fort Worth Independent School District And University of North Texas Health Science Center (UNTHSC)
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum Of Understanding Between Fort Worth Independent School District And University of North Texas Health Science Center (UNTHSC)

**FUNDING SOURCE**

*Additional Details*

No Cost

All supplies and training donated

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

All FWISD Campuses  
FWISD Health Services Department

**RATIONALE:**

Respiratory distress is one of the leading causes of absenteeism among public school children. FWISD averages more than 8,000 identified asthmatic students per year. Asthma 411 provides FWISD students (with completed consents) to receive an albuterol treatment from the school nurse. For the 2018-2019 school year, 251 albuterol treatments were provided to Asthma 411 students free of charge.

**INFORMATION SOURCE:**

Dr. Cherie Washington  
Michael Steinert

*Memorandum of Understanding*

**Fort Worth Independent School District (Fort Worth ISD) and University of  
North Texas Health Science Center (UNTHSC)**

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The University of North Texas Health Science Center and the Fort Worth Independent School District are joining to collaborate on an endeavor designed to improve prevention, education, and intervention efforts for students experiencing symptoms of asthma resulting in improved student health, and subsequently, improved attendance and achievement. This Memorandum of Understanding (MOU) articulates the goals and responsibilities of this collaboration and establishes each party's responsibilities associated with this agreement.

*A. Collaborative Goals:*

- 1) The school-university collaboration will design and implement a comprehensive asthma education and response program called "Asthma 411". Asthma 411 is a school based asthma management program delivered by the schools and supported by the school district. Asthma 411 is recognized by the CDC as an evidence-based program that supports the CDC strategies for addressing asthma within a coordinated school health program. The objective of Asthma 411 is to reduce morbidity due to asthma, which is directly measured by a reduction in absenteeism, being sent home and emergency department usage due to asthma symptoms, and an overall increase in class time.
- 2) Establish a framework and initiate a process of transferring Fort Worth ISD student and other data between the Fort Worth ISD and the University Of North Texas Health Science Center School Of Public Health for the purposes of monitoring and evaluating the impact of program implementation.

*B. University of North Texas Responsibilities*

*Related to Collaborative Goal 1:*

- 1) Provide ASTHMA 411 program outline structure and work with Fort Worth ISD to establish mechanisms to perform program.
- 2) Provide tracking and evaluation tools and work with Fort Worth ISD and schools to incorporate into existing electronic and/or paper documentation requirements.
- 3) Work with Fort Worth ISD and Fort Worth ISD school personnel to collaboratively select, train, and support school nurses and other health related personnel to implement and maintain "Asthma 411 Program." This will include Identification, tracking and symptomology assessment of students with asthma

*Related to Collaborative Goal 2:*

- 1) UNTHSC will work with Fort Worth ISD and its schools to establish mechanisms for information transfer in accordance with human subjects' approval. This will include processes to maintain anonymity and/or confidentiality of individual students and their data.

UNTHSC will have access only to a unique, de-identified, random number, student code and associated demographic and assessment data provided by Fort Worth ISD. This student code will be linked to the student ID held by Fort Worth ISD. The school district will maintain the master list of student IDs and linked de-identified student codes.

- 2) Using provided student and other information UNTHSC will evaluate program process activities and outcomes and prepare and submit reports following the end of each school year after receiving program data for evaluation.

*C. Fort Worth ISD and Its School(s) Responsibilities:*

*Related to Collaborative Goal 1:*

- 1) Collaborate with UNTHSC to identify Health Services personnel for program training and orientation.
- 2) Coordinate training and implementation of Asthma 411 program initiatives and support fidelity of implementation.
- 3) Identify target students to be served; distribute, collect, and archive active parent permission forms (if needed) for student participation.
- 4) Work directly with a consulting physician in implementing the Asthma 411 program.
- 5) Fort Worth ISD, as the custodian of the confidential student data, will maintain the translation tables and at no time will share the conversion tables with anyone at UNTHSC. Only Fort Worth ISD will have the ability to match individual student identity with the data being transferred (see C.2 below).

*Related to Collaborative Goal 2:*

- 1) Fort Worth ISD and its schools will provide a timely database of students that link their district health information, demographics, attendance, and achievement data for the time period program evaluations are performed. The de-identified unique student code will be linked with the student ID held by Fort Worth ISD and will follow each student as long as they are in attendance in Fort Worth ISD.
- 2) Fort Worth ISD and its schools will provide to UNTHSC for each period indicated below the following demographic, health, attendance, and achievement data fields associated with all students attending Fort Worth ISD for purposes of evaluating program impact.
  - a. At the end of each school year the following de-identified data:

| Item                                                                        | Description                                                                                                                                                      |                              |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| De-Identified code for student ID                                           | Fort Worth ISD maintains master list that links de- identified code to student ID; de-identified code stays with student through attendance at district schools. | <b>Required</b> <sup>1</sup> |
| Gender                                                                      |                                                                                                                                                                  | <b>Required</b>              |
| Age                                                                         | Not birth date                                                                                                                                                   | <b>Required</b>              |
| Grade                                                                       |                                                                                                                                                                  | <b>Required</b>              |
| School                                                                      |                                                                                                                                                                  | <b>Required</b>              |
| Race                                                                        |                                                                                                                                                                  | Preferred <sup>2</sup>       |
| Ethnicity                                                                   |                                                                                                                                                                  | Preferred                    |
| Free and Reduced Lunch Status                                               |                                                                                                                                                                  | Preferred                    |
| Asthma status                                                               |                                                                                                                                                                  | <b>Required</b>              |
| No. of days attended                                                        |                                                                                                                                                                  | <b>Required</b>              |
| No. of days absent                                                          |                                                                                                                                                                  | <b>Required</b>              |
| Each absence date                                                           |                                                                                                                                                                  | <b>Required</b>              |
| Where available add coding for absence (excused/not excused/suspension/etc) |                                                                                                                                                                  | <b>Required</b>              |
| Date of each nurse visit due to asthma                                      |                                                                                                                                                                  | Preferred                    |
| Action taken at nurse visit above:                                          |                                                                                                                                                                  | Preferred                    |

<sup>1</sup>Where "Required" is indicated, the information is expected to be at the individual student level linked to a de-identified ID. If this data element is not feasible for the school district, alternative approaches can be taken.

<sup>2</sup> Where "Preferred" is indicated, if the school database cannot collect or report the data at the individual level, a monthly aggregate count should be collected.

|                                                                                                                                                                                                                                                                                                                                  |  |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|
| <ul style="list-style-type: none"> <li>- Education of child</li> <li>- Parent contact</li> <li>- ACT performed</li> <li>- Nebulizer treatment <ul style="list-style-type: none"> <li>o 411 or PCP meds</li> </ul> </li> <li>- Sent back to class</li> <li>- Sent home</li> <li>- PCP contact</li> <li>- 911 emergency</li> </ul> |  | Preferred        |
| Current (within last year) asthma action plan on file from medical provider, if available                                                                                                                                                                                                                                        |  | Required         |
| PCP approval for medication administration or self-administration at school                                                                                                                                                                                                                                                      |  | Preferred        |
| Has medication at school                                                                                                                                                                                                                                                                                                         |  | Preferred        |
| 911 calls due to asthma                                                                                                                                                                                                                                                                                                          |  | Required         |
| Self-reported Health History on File                                                                                                                                                                                                                                                                                             |  | Preferred        |
| Asthma 411 consent on file where required by ISD policy                                                                                                                                                                                                                                                                          |  | Required         |
| State testing results for appropriate grades                                                                                                                                                                                                                                                                                     |  | Preferred        |
| Other data elements as School District and UNTHSC agree on                                                                                                                                                                                                                                                                       |  | To be determined |

- 3 Fort Worth ISD will provide the aforementioned defined de-identified student demographic and performance data to UNTHSC adherent to the following guidelines:
- a. Fort Worth ISD will take steps in de-identifying the data to be transferred to UNTHSC:
  - b. Requested data will be consolidated into a single table to remain the property of Fort Worth ISD, identifying students by their student ID; and
  - c. Fort Worth ISD will generate a unique, random number, student code to be used only to identify students in data exchanges with UNTHSC



- 4 Fort Worth ISD will transfer the de-identified data to UNTHSC in an agreed-on method.

*D. Joint Responsibilities:*

- 1) Conduct evaluation for the purpose of improving the collaborative projects elaborated in this agreement and for disseminating such results upon the agreement of both parties.
- 2) At least annually, to provide a presentation of evaluation results to Fort Worth ISD administrators.

*E. Term:*

- 1) This agreement is effective from the date of signing\_\_\_\_\_. This agreement may be terminated by either party, upon 30 days written notice.
- 2) This agreement may be terminated without cause by either party, upon 30 days written notice. This agreement may be terminated immediately for cause, upon the presentation of written notice by either party.

*F. Applicable Law:*

- 1) This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

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**University of North Texas Health  
Science Center**

**Fort Worth Independent School  
District**

---

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT AGENDA ITEM  
BOARD MEETING  
JULY 16, 2019**

**TOPIC: APPROVE THE RESOLUTION ON ANNUAL REVIEW OF  
INVESTMENT POLICIES AND STRATEGIES**

**BACKGROUND:**

As required by the Texas Government Code Sec. 2256.005 and Board Policy CDA (LEGAL), the District's investment policies and strategies must be reviewed annually. The policies and strategies recommended were developed with the assistance of TASB Policy Services, meet all District investment needs, and are in compliance with the Public Funds Investment Act as contained in Chapter 2256 of the Texas Government Code.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Resolution on Annual Review Of Investment Policies And Strategies.
2. Decline to Approve The Resolution on Annual Review Of Investment Policies And Strategies.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Resolution on Annual Review Of Investment Policies And Strategies.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

## **PURCHASING MECHANISM**

Not a purchase

### ***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Business and Finance

### **RATIONALE:**

Review of the investment policies and strategies and the adoption of the Resolution complies with Texas Government Code Sec.2256.005 and Board Policy CDA (LEGAL).

### **INFORMATION SOURCE:**

Elsie Schiro  
David Johnson  
Gloria Bey  
Tonya Wright

**RESOLUTION:  
INVESTMENT POLICIES AND STRATEGIES**

**BOARD OF EDUCATION  
BOARD MEETING: JULY 16, 2019  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 16<sup>th</sup> day of July, 2019, the Board of Education (BOE) for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and;

**WHEREAS**, the Fort Worth Independent School District (District) is required by law to annually review its investment policies and strategies (CDA LEGAL and LOCAL); and

**WHEREAS**, the District is required to designate its investment officers, review, revise, and adopt a list of qualified brokers that are engaged in investment transactions with the District, and approve the institutions and/or organizations to provide investment training to the District's investment officers; and

**WHEREAS**, the District last reviewed its investment policies and strategies as contained in CDA (LEGAL and LOCAL) on June 12, 2018; and

**WHEREAS**, the District desires to affirm its policies and strategies as contained in CDA (LEGAL) issued July 16, 2018, and CDA (LOCAL) as approved by the Board of Education on May 8, 2018, and issued on May 31, 2018; and

**WHEREAS**, the District desires to designate the Chief Financial Officer, Controller, Treasurer, and the Senior Officer of Budget and Finance as its investment officers; and

**WHEREAS**, the District desires to adopt the list of qualified brokers to engage in investment transactions with the District as outlined in this Resolution, and to approve the institutions and/or organizations to provide investment training to the District's investment officers as outlined in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the District's investment policies and strategies have been reviewed and are hereby adopted as fully outlined in School Board Policy CDA (LEGAL) issued on July 16, 2018 and CDA (LOCAL) issued on May 31, 2018; and that the Chief Financial Officer, Controller, Treasurer, and the Senior Officer of Budget and Finance shall serve as its investment officers.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the below list of qualified investment brokers are approved to engage in investment transactions for the district. All investment brokers recommended are licensed to sell and transact business in the State of Texas and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District:

- Investment Pools: TexPool; TexPool Prime; TexStar; LOGIC Participants Services; Texas Class Investment Pool; Texas Term Investment Pool
- Depository Savings Accounts - JP Morgan Chase Bank, NA
- Depository Repurchase Agreements - JP Morgan Chase Bank, NA
- Mutual Funds: JP Morgan Chase Bank, NA, Overnight Funds; \$1 Per Share Money Market Mutual Funds, Nationwide/HighMark Funds
- Broker/Dealers: JP Morgan Chase Securities, Inc.; BOSCO, Inc.; Hilltop Securities, Inc., formerly First Southwest Company; JP Morgan Asset Management Group; Investors Brokerage of Texas, Ltd.; Wells Fargo Securities, LLC; Raymond James
- Certificates of Deposit (CD's): JP Morgan Chase Bank, NA, and any other Federally Insured Financial Institution (includes banks and credit unions) secured by the Federal Deposit Insurance Corporation (FDIC) up to the legal limit of \$250,000 or as secured by pledged collateral over the FDIC insured amount.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the below list of qualified investment training institutions and/or organization are approved to provide investment training to the District's Investment Officers:

- North Texas Council of Governments
- University of North Texas
- All Texas Regional Education Service Centers
- Texas Association of School Business Officials (TASBO)
- Texas Association of School Administrators (TASA)
- Government Finance Officers Association (GFOA)
- Government Treasurer's Organization of Texas (GTOT)
- Virtual Learning Concepts
- The PFM Asset Management LLC
- TexPool Academy
- Texas Class Academy (PFIA Training)

**FOR:** \_\_\_\_\_

**AGAINST:** \_\_\_\_\_

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on the 16<sup>th</sup>

---

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

**ATTEST:**

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

|                          |                                                     |           |
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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

**Definitions**

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Investment Pool           | “Investment pool” means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Pooled Fund Group         | “Pooled fund group” means an internally created fund of a district in which one or more institutional accounts of a district are invested.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Separately Invested Asset | “Separately invested asset” means an account or fund of a district that is not invested in a pooled fund group.<br><br><i>Gov't Code 2256.002(6), (9), (12)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Repurchase Agreement      | “Repurchase agreement” means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described at Obligations of Governmental Entities, below, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>                                                                                                                                                                                                                                                          |
| Hedging                   | “Hedging” means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <i>Eligible Entity</i>    | “Eligible entity” means a political subdivision that has: <ol style="list-style-type: none"><li>1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and</li><li>2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.</li></ol> |



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*Eligible Project* “Eligible project” has the meaning assigned by Government Code 1371.001 (regarding issuance of obligations for certain public improvements).

*Gov’t Code 2256.0206(a)*

Corporate Bond “Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

**Written Policies**

The board shall adopt by resolution a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov’t Code 2256.005(a), (b)*

Annual Review The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so

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adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment  
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

*Gov't Code 2256.005(d)*

Investment Officer

A district shall designate by resolution one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training

*Initial*

Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

*Ongoing*

The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (regarding nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;

3. Contain a summary statement of each pooled fund group that states the:
  - a. Beginning market value for the reporting period;
  - b. Ending market value for the period; and
  - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.  
*Gov't Code 2256.025*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A

renewal or extension of the contract must be made by the board by resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of  
Governmental  
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
  - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
  - b. The broker or depository institution selected as described above arranges for the deposit of the funds in

the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;

- c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
- d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (regarding a custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized  
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

*Certificates of  
Deposit and Share  
Certificates*

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or

3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (regarding a custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase  
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described at Obligations of Governmental Entities, above;



3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district, and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (regarding validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011*

Securities Lending  
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
  - a. Pledged securities described at Obligations of Governmental Entities, above;
  - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
  - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.01 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name,

and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and

5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

Banker's  
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 270 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;

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2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of less than one year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed  
Investment  
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;

2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (regarding validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by resolution authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other

authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Corporate bonds are not an eligible investment for a public funds investment pool.

*Gov't Code 2256.0204*

Hedging  
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (regarding validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited  
Investments

Except as provided by Government Code 2270 (regarding prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

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**Note:** As an “investing entity” under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

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Loss of Required  
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov’t Code 2256.021*

**Sellers of  
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district’s investment policy, except to the extent that this authorization:
  - a. Is dependent on an analysis of the makeup of the district’s entire portfolio;
  - b. Requires an interpretation of subjective investment standards; or
  - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district’s investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov’t Code 2256.005(k)–(l)*

OTHER REVENUES  
INVESTMENTS

CDA  
(LEGAL)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business  
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds  
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*



**Investment Authority** The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. The investment officer shall be bonded or shall be covered under a fidelity insurance policy. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved Investment Instruments** From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.
6. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
8. Public funds investment pools as permitted by Government Code 2256.016.

**Safety** The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

**Investment  
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and  
Maturity**

The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed five years from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market  
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating  
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield. The District shall invest in maturities for a minimum period of one year, but not to exceed a period of five years.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agency Funds                   | Investment strategies for agency funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.                                                                                                                                                                                                                                                                                                             |
| Debt Service Funds             | Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.                                                                                                                                                                                                                                                                                                   |
| Capital Project Funds          | Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations.                                                                                                                                                                                                                                                                                                                                                         |
| Food Service Funds             | Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.                                                                                                                                                                                                                                                                                                       |
| Internal Service Funds         | Investment strategies for internal service funds shall have as their primary objective sufficient liquidity to meet on a timely basis both short- and long-term cash flow requirements.                                                                                                                                                                                                                                                                                                                                   |
| <b>Safekeeping and Custody</b> | The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.                                                                                                                                                                                                                                              |
| <b>Sellers of Investments</b>  | <p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p> |
| <b>Soliciting Bids for CDs</b> | In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.                                                                                                                                                                                                                                                                                                                          |
| <b>Interest Rate Risk</b>      | <p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification at fiscal year-end.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification at fiscal year-end.</p>                                                                                                                                                               |
| <b>Internal Controls</b>       | A system of internal controls shall be established and documented in writing and must include specific procedures designating who                                                                                                                                                                                                                                                                                                                                                                                         |

has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Portfolio Report**

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and activity shall be presented annually to the Board.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

**CONSENT AGENDA ITEM  
BOARD MEETING  
JULY 16, 2019**

**TOPIC: APPROVAL OF HHSC MEDICAID ADMINISTRATIVE CLAIMING  
(MAC) CONTRACT**

**BACKGROUND:**

The school-based Medicaid Administrative Claiming (MAC) program provides Texas school districts the opportunity to obtain reimbursement for certain costs related to health administrative activities that support the Medicaid program. In order for the cost to be allowable and reimbursable under Medicaid, the activities must be found to be necessary for the proper and efficient administration under the Texas Medicaid State Plan, and must adhere to applicable requirements as defined in State and Federal law.

School districts can be reimbursed for certain medical and health-related activities such as outreach services delivered to students within the District, regardless of whether the student is Medicaid eligible or not, and without any impact on other similar services the student may receive outside the District. Outreach services may be provided to a student or their family and may include activities such as coordinating, referring, or assisting the student/family in accessing needed medical/health or mental care services.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the HHSC Medicaid Administrative Claiming (MAC) Contract.
2. Decline to Approve the HHSC Medicaid Administrative Claiming (MAC) Contract.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the HHSC Medicaid Administrative Claiming (MAC) Contract.

**FUNDING SOURCE**

*Additional Details*

N/A

N/A

**COST:**

N/A

**VENDOR:**

Not Applicable – Revenue from participation in the Medicaid Administrative Claiming (MAC) program from the Texas Health and Human Services

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

District-wide

**RATIONALE:**

Revenue generated from MAC claims is dedicated to the provision of health services and may be used to enhance, improve, and/or expand the level and quality of health/medical services provided to all students within the district. All MAC expenditures which are subject to reimbursement are Title XIX funds.

**INFORMATION SOURCE:**

Elsie Schiro  
David Johnson

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVAL OF RESIGNATION OF QUINTON PHILLIPS 2017  
CITIZENS' OVERSIGHT COMMITTEE MEMBER AND THE  
APPOINTMENT OF CHRISTENE C. MOSS AS HIS REPLACEMENT  
FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On February 27, 2018, the Board of Education approved the selection of the Citizens' Oversight Committee (COC) members for the 2017 Capital Improvement Program. The COC is composed of seventeen (17) members, recommended by the Superintendent and approved by the Board, with expertise in areas such architecture and engineering, construction, financial management, land development, public agencies coordination, labor and construction law, work force and economic development, or parent leadership.

The Board of Education approved the Citizens Oversight Committee Guiding Principles for the 2017 Capital Improvement Program on the June 12, 2018 Board of Education meeting. According the Guiding Principles Section 5.5.2 Removal, "Upon a member's removal, his or her seat shall be declared vacant. The Superintendent shall recommend a replacement member to the BOE for approval." Section 5.5.2 Resignation, "A COC member may resign at any time. The resignation shall be approved by the BOE".

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Resignation Of Quinton Phillips 2017 Citizens Oversight Committee Member And The Appointment Of Christene C. Moss As His Replacement For The 2017 Capital Improvement Program
2. Decline to Approve Resignation Of Quinton Phillips 2017 Citizens Oversight Committee Member And The Appointment Of Christene C. Moss As His Replacement For The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resignation Of Quinton Phillips 2017 Citizens Oversight Committee Member And The Appointment Of Christene C. Moss As His Replacement 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:**

This recommendation is made in compliance with the Guiding Principles Section 5.5.2 Removal, “Upon a member’s removal, his or her seat shall be declared vacant. The Superintendent shall recommend a replacement member to the BOE for approval.” Section 5.5.2 Resignation, “A COC member may resign at any time. The resignation shall be approved by the BOE”.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH RJM CONTRACTORS, INC. FOR CHARLES NASH ELEMENTARY AND VERSIA WILLIAMS ELEMENTARY - BID PACKAGE 013 (RFCSP #18-010) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On August 22, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 013 (RFCSP 18-010). This Bid Package consisted of construction services at TEA 148, Charles Nash Elementary School and TEA 159, Versia Williams Elementary School. The work commenced on December 11, 2017, and was substantially completed on August 17, 2018, as inspected by the A/E firm, Jennings Hackler and Partners, Inc. RJM Contractors, Inc. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to RJM Contractors, Inc. will be in the not-to-exceed amount of \$159,017.56.

|                                  |                  |                                   |          |
|----------------------------------|------------------|-----------------------------------|----------|
| <b>Original Contract Amount:</b> | \$3,131,000.00   | <b>Original Contract Time:</b>    | 184 Days |
| <b>Previous Change Orders:</b>   | \$185,935.89     | <b>Days Added in Previous CO:</b> | 0 Days   |
| <b>Final Change Order:</b>       | (\$33,684.88)    | <b>Final Change Order Time:</b>   | 0 Days   |
| <b>Final Contract Amount:</b>    | \$3,283,251.01   | <b>Final Contract Time:</b>       | 249 Days |
| <b>Previously Paid:</b>          | (\$3,119,088.46) |                                   |          |
| <b>Reduction to Retainage</b>    | (\$5,145.00)     |                                   |          |
| <b>Final Payment Due:</b>        | \$159,017.55     |                                   |          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With RJM Contractors, Inc. For Charles Nash Elementary And Versia Williams Elementary - Bid Package 013 (RFCSP #18-010) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With RJM Contractors, Inc. For Charles Nash Elementary And Versia Williams Elementary - Bid Package 013 (RFCSP #18-010) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout of The Contract With RJM Contractors, Inc. For Charles Nash Elementary And Versia Williams Elementary - Bid Package 013 (RFCSP #18-010) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

|          |                                   |              |
|----------|-----------------------------------|--------------|
| CIP 2013 | 681-00-2116-000-000-00-000-000000 | \$159,017.55 |
|----------|-----------------------------------|--------------|

**COST:**

The final payment to RJM Contractors, Inc. will be in the not-to-exceed amount of \$159,017.55.

**VENDOR:**

RJM Contractors, Inc

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 148 Charles Nash Elementary School  
TEA 159 Versia Williams Elementary School

**RATIONALE:**

RJM Contractors, Inc. has completed all work as required per the terms of their construction contract. The work has been inspected by Jennings Hackler and Partners Architects, Inc. and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
JULY 16, 2019**

**TOPIC: CLOSEOUT OF THE CMAR CONTRACT WITH BARTLETT COCKE GENERAL CONTRACTORS FOR SOUTH HILLS HIGH SCHOOL, SOUTHWEST HIGH SCHOOL AND WEDGWOOD 6<sup>TH</sup> GRADE - BID PACKAGE 018 (RFCSP #15-036) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On October 25, 2016, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 018 (RFCSP 15-036). This Bid Package consisted of construction services at TEA 003- South Hills High School, TEA 014-Southwest High School and TEA 043-Wedgwood 6<sup>th</sup> Grade. The work commenced on May 3, 2017, and was substantially completed on September 5, 2018, as inspected by the A/E firms, Dennehy Architects and Dimension Architects, Inc. Bartlett Cocke General Contractors has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Bartlett Cocke General Contractors will be in the not-to-exceed amount of \$438,339.10.

|                                  |                  |                                   |          |
|----------------------------------|------------------|-----------------------------------|----------|
| <b>Original Contract Amount:</b> | \$7,840,105.00   | <b>Original Contract Time:</b>    | 330 Days |
| <b>Previous Change Orders:</b>   | \$967,914.50     | <b>Days Added in Previous CO:</b> | 160 Days |
| <b>Final Change Order:</b>       | (\$38,087.53)    | <b>Final Change Order Time:</b>   | 490 Days |
| <b>Final Contract Amount:</b>    | \$8,769,931.97   | <b>Final Contract Time:</b>       | 470 Days |
| <b>Previously Paid:</b>          | (\$8,331,435.37) |                                   |          |
| <b>Reduction to Retainage</b>    | (\$157.50)       |                                   |          |
| <b>Final Payment Due:</b>        | \$438,339.10     |                                   |          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With Bartlett Cocke General Contractors For South Hills High School, Southwest High School and Wedgwood 6<sup>th</sup> Grade - Bid Package 018 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Bartlett Cocke General Contractors For South Hills High School, Southwest High School and Wedgwood 6th Grade - Bid Package 018 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout of The Contract With Bartlett Cocke General Contractors For South Hills High School, Southwest High School and Wedgwood 6th Grade - Bid Package 018 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

|          |                                   |              |
|----------|-----------------------------------|--------------|
| CIP 2013 | 681.00.2116.000.000.00.000.000000 | \$438,339.10 |
|----------|-----------------------------------|--------------|

**COST:**

The final payment to Bartlett Cocke General Contractors will be in the not-to-exceed amount of \$438,339.10.

**VENDOR:**

Bartlett Cocke General Contractors

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 003 South Hills High School  
TEA 014 Southwest High School  
TEA 043 Wedgwood 6<sup>th</sup> Grade

**RATIONALE:**

Bartlett Cocke Gneral Contractors has completed all work as required per the terms of their construction contract. The work has been inspected by Dennehy Architects and Dimension Architects, Inc. The project has been reviewed and accepted by the CIP Construction Manager and a financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
JULY 16, 2019**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH DENNETT CONSTRUCTION FOR ARLINGTON HEIGHTS HIGH SCHOOL - BID PACKAGE 066B (RFCSP #17-010) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On April 11, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 066B (RFCSP 17-066). This Bid Package consisted of construction services at TEA 002, Arlington Heights HS. The work commenced on July 6, 2017, and was substantially completed on March 1, 2019, as inspected by the A/E firm, O'Connor Architect & Interior Design. Dennett Construction has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Dennett Construction will be in the not-to-exceed amount of \$369,012.70.

|                                  |                  |                                   |          |
|----------------------------------|------------------|-----------------------------------|----------|
| <b>Original Contract Amount:</b> | \$6,992,297.00   | <b>Original Contract Time:</b>    | 391 Days |
| <b>Previous Change Orders:</b>   | \$445,450.95     | <b>Days Added in Previous CO:</b> | 0 Days   |
| <b>Final Change Order:</b>       | (\$2,893.90)     | <b>Final Change Order Time:</b>   | 0 Days   |
| <b>Final Contract Amount:</b>    | \$7,434,854.05   | <b>Final Contract Time:</b>       | 603 Days |
| <b>Previously Paid:</b>          | (\$7,063,111.35) |                                   |          |
| <b>Reduction to Retainage</b>    | (\$2,730.00)     |                                   |          |
| <b>Final Payment Due:</b>        | \$369,012.70     |                                   |          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**



**ALTERNATIVES:**

1. Approve Closeout of The Contract With Dennett Construction For Arlington Heights High School - Bid Package 066B (RFCSP #17-066) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Dennett Construction For Arlington Heights High School - Bid Package 066B (RFCSP #17-066) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout of The Contract With Dennett Construction For Arlington Heights High School - Bid Package 066B (RFCSP #17-066) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

|          |                                   |              |
|----------|-----------------------------------|--------------|
| CIP 2013 | 681.00.2116.000.000.00.000.000000 | \$369,012.70 |
|----------|-----------------------------------|--------------|

**COST:**

The final payment to Dennett Construction will be in the not-to-exceed amount of \$369,012.70.

**VENDOR:**

Dennett Construction

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 002 Arlington Heights HS

**RATIONALE:**

Dennett Construction has completed all work as required per the terms of their construction contract. The work has been inspected by O'Connor Architecture & Interior Design and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE THE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT ("FF&E") FOR HIGH SCHOOL ATHLETIC ADDITIONS/RENOVATIONS 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 construction contracts for the following campuses:

| Board Date        | Campus                                          | Job Number |
|-------------------|-------------------------------------------------|------------|
| February 12, 2019 | O.D. Wyatt High School                          | #016-001   |
| February 12, 2019 | Dunbar High School                              | #005-001   |
| February 12, 2019 | Arlington Heights High School                   | #002-001   |
| February 12, 2019 | Benbrook Middle / High School Baseball/Softball | #071-001   |
| February 26, 2019 | Benbrook Middle / High School                   | #071-023   |
| February 26, 2019 | Southwest High School                           | #014-001   |

This agenda item requests authorization to purchase new FF&E for the newly constructed and renovated spaces at these campuses.

| Campus                | Vendor           | FF&E – B43       | FF&E – C43      | Total NTE        |
|-----------------------|------------------|------------------|-----------------|------------------|
| O.D. Wyatt HS         | School Specialty | \$74,000         | \$7,400         | \$81,400         |
|                       | Wenger           | \$35,000         | \$3,500         | \$38,500         |
| Dunbar HS             | School Specialty | \$74,000         | \$7,400         | \$81,400         |
|                       | Wenger           | \$35,000         | \$3,500         | \$38,500         |
| Arlington Heights HS  | School Specialty | \$74,000         | \$7,400         | \$81,400         |
|                       | Wenger           | \$35,000         | \$3,500         | \$38,500         |
| Benbrook MS/HS BB/SB  | School Specialty | \$25,000         | \$2,500         | \$27,500         |
| Benbrook MS/HS        | School Specialty | \$69,000         | \$6,900         | \$75,900         |
|                       | Wenger           | \$40,000         | \$4,000         | \$44,000         |
| Southwest High School | School Specialty | \$84,000         | \$8,400         | \$92,400         |
|                       | Wenger           | \$25,000         | \$2,500         | \$27,500         |
|                       | <b>TOTALS:</b>   | <b>\$570,000</b> | <b>\$57,000</b> | <b>\$627,000</b> |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Purchase Of Furniture, Fixtures & Equipment ("FF&E") For High School Athletic Additions/Renovations In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve The Purchase Of Furniture, Fixtures & Equipment ("FF&E") For High School Athletic Additions/Renovations In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve The Purchase Of Furniture, Fixtures & Equipment ("FF&E") For High School Athletic Additions/Renovations In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

|          |                                                                                                 |
|----------|-------------------------------------------------------------------------------------------------|
| CIP 2017 | 671-81-XXXX-B43-XXX-99-000-XXXXXXX - \$570,000<br>671-81-XXXX-C43-XXX-99-000-XXXXXXX - \$57,000 |
|----------|-------------------------------------------------------------------------------------------------|

**COST:**

NTE \$627,000

**VENDOR:**

School Specialty - RFP #19-005  
Wenger - BuyBoard Contract #583-19

**PURCHASING MECHANISM**

Bid/RFP/RFQ  
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 #016 O.D. Wyatt High School  
TEA #005 Dunbar High School  
TEA #002 Arlington Heights High School  
TEA #071 Benbrook Middle/High School  
TEA #014 Southwest High School

**RATIONALE:**

The purchase of FF&E is necessary for the planned athletic renovations/additions identified in conjunction with the 2017 Capital Improvement Program.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 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. 001-102 (RFQ #19-035) AMON CARTER-RIVERSIDE HIGH SCHOOL**

**BACKGROUND:**

On May 14, 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. 001-102 (CMAR RFQ #19-035), Amon Carter-Riverside High School.

The GMP will provide for an addition to accommodate Fine Arts, Visual Arts, Science, Media Center, CTE, Athletics, and JROTC. In addition, there will be moderate renovations to the existing building to provide 21<sup>st</sup> Century Learning Environments, and the baseball field will be relocated.

| Board Date    | Item             | Activity          | Remaining       |
|---------------|------------------|-------------------|-----------------|
| July 17, 2018 | Initial Scope    | \$38,720,449.00   | \$38,720,449.00 |
| April 9, 2019 | Escalation       | \$5,498,958.00    | \$44,219,407.00 |
| May 14, 2019  | Pre-Construction | (\$35,000.00)     | \$44,184,407.00 |
| July 16, 2019 | GMP              | (\$44,184,407.00) | \$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. 001-102 (RFQ #19-035) Amon Carter-Riverside 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. 001-102 (RFQ #19-035) Amon Carter-Riverside 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. 001-102 (RFQ #19-035) Amon Carter-Riverside High School

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-001-99-000-001102 - \$42,078,721.00

671-81-6629-B40-001-99-000-001102 - \$2,105,686.00

**COST:**

Not To Exceed \$44,184,407.00

**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 #001 Amon Carter-Riverside 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  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH JE DUNN - PHILLIPS/MAY JV FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 005-212 (RFQ #19-095) DUNBAR 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, JE Dunn – Phillips/May JV, for pre-construction services for Job No. 005-212 (CMAR RFQ #19-095), Dunbar High School.

The GMP will provide for the renovation of the school’s common spaces to create collaboration spaces for learning and student interaction. Moderate renovations will be applied to various locations within the school to meet the 21<sup>st</sup> century learning model. Renovations will include reclaiming or repurposing space to support Career and Technical education.

| Board Date    | Item             | Activity          | Remaining       |
|---------------|------------------|-------------------|-----------------|
| July 17, 2018 | Initial Scope    | \$23,100,000.00   | \$23,100,000.00 |
| April 9, 2019 | Escalation       | \$660,000.00      | \$23,760,000.00 |
| April 9, 2019 | Pre-Construction | (\$45,000.00)     | \$23,715,000.00 |
| July 16, 2019 | GMP              | (\$23,715,000.00) | \$0.00          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Negotiate And Enter Into A Contract With JE Dunn - Phillips/May JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 005-212 (RFQ #19-095) Dunbar High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With JE Dunn - Phillips/May JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 005-212 (RFQ #19-095) Dunbar High School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Negotiate And Enter Into A Contract With JE Dunn - Phillips/May JV For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 005-212 (RFQ #19-095) Dunbar High School

**FUNDING SOURCE**

*Additional Details*

|          |                                                     |
|----------|-----------------------------------------------------|
| CIP 2017 | 671-81-6629-B39-005-99-000-005212 - \$22,655,000.00 |
|          | 671-81-6629-B40-005-99-000-005212 - \$1,060,000.00  |

**COST:**

Not To Exceed \$23,715,000.00

**VENDOR:**

JE Dunn - Phillips/May 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 #005 Dunbar 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  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH CADENCE MCSHANE CONSTRUCTION CO., LLC FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 006-202 (RFQ #19-102) EASTERN HILLS 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, Cadence McShane Construction Co., LLC, for pre-construction services for Job No. 006-202 (CMAR RFQ #19-102), Eastern Hills High School.

The GMP will provide new science classrooms and labs; Common spaces will be renovated to create collaboration spaces for learning and student interaction. Moderate renovations will be applied to various locations within the school to meet the 21<sup>st</sup> century learning model. Renovations will include reclaiming or repurposing space to support Career and Technical Education. There will also be an Athletics addition to the existing fitness center and minor renovations to the existing Athletics facility.

| Board Date    | Item             | Activity          | Remaining       |
|---------------|------------------|-------------------|-----------------|
| July 17, 2018 | Initial Scope    | \$37,878,750.00   | \$37,878,750.00 |
| April 9, 2019 | Escalation       | \$1,560,000.00    | \$39,438,750.00 |
| April 9, 2019 | Pre-Construction | (\$15,000.00)     | \$39,423,750.00 |
| July 16, 2019 | GMP              | (\$39,423,750.00) | \$0.00          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Negotiate And Enter Into A Contract With Cadence McShane Construction Co., LLC For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (RFQ #19-102) Eastern Hills High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With Cadence McShane Construction Co., LLC For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (RFQ #19-102) Eastern Hills High School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Negotiate And Enter Into A Contract With Cadence McShane Construction Co., LLC For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 006-202 (RFQ #19-102) Eastern Hills High School

**FUNDING SOURCE**

*Additional Details*

|          |                                                     |
|----------|-----------------------------------------------------|
| CIP 2017 | 671-81-6629-B39-006-99-000-006202 - \$37,620,000.00 |
|          | 671-81-6629-B40-006-99-000-006202 - \$1,803,750.00  |

**COST:**

Not To Exceed \$39,423,750.00

**VENDOR:**

Cadence McShane Construction Co., LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA #006 Eastern Hills 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  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH S&P AND POST L, A JOINT VENTURE FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 016-212 (RFQ #19-093) O.D. WYATT HIGH SCHOOL**

**BACKGROUND:**

On May 14, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, S&P and Post L, A Joint Venture, for pre-construction services for Job No. 016-212 (CMAR RFQ #19-093), O.D. Wyatt High School.

The GMP will provide for the renovation of the school’s common spaces to create collaboration spaces for learning and student interaction. Moderate renovations will be applied to various locations within the school to meet the 21<sup>st</sup> century learning model. Renovations will include reclaiming or repurposing space to support Career and Technical education.

| Board Date    | Item             | Activity          | Remaining       |
|---------------|------------------|-------------------|-----------------|
| July 17, 2018 | Initial Scope    | \$28,927,500.00   | \$28,927,500.00 |
| April 9, 2019 | Escalation       | \$5,042,623.00    | \$33,970,123.00 |
| May 14, 2019  | Pre-Construction | (\$25,000.00)     | \$33,945,123.00 |
| July 16, 2019 | GMP              | (\$33,945,123.00) | \$0.00          |

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Negotiate And Enter Into A Contract With S&P And Post L, A Joint Venture For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 016-212 (RFQ #19-093) O.D. Wyatt High School
2. Decline to Approve Authorization To Negotiate And Enter Into A Contract With S&P And Post L, A Joint Venture For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 016-212 (RFQ #19-093) O.D. Wyatt High School
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Negotiate And Enter Into A Contract With S&P And Post L, A Joint Venture For A GMP For Construction Services In Conjunction With The 2017 Capital Improvement Program Job No. 016-212 (RFQ #19-093) O.D. Wyatt High School

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-016-99-000-016212 - \$32,327,499.00  
671-81-6629-B40-016-99-000-016212 - \$1,617,624.00

**COST:**

Not To Exceed \$33,945,123.00

**VENDOR:**

S&P and Post L, A Joint Venture

**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:**

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  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR POLYTECHNIC HIGH SCHOOL ADDITION / RENOVATION JOB NO. 009-202 (RFQ #19-092) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Polytechnic High School Addition / Renovation project with the following schedule of events:

|                                                           |                                   |
|-----------------------------------------------------------|-----------------------------------|
| First Advertisement                                       | April 29, 2019                    |
| Second Advertisement                                      | May 6, 2019                       |
| Pre-Proposal Conference – 10:00am CST                     | Thursday, May 9, 2019             |
| Deadline for Questions – 2:00pm CST                       | Monday, May 13, 2019              |
| Addendum Posted                                           | Monday, May 13, 2019              |
| Deadline to Receive Qualifications – Prior to 10:00am CST | Tuesday, May 21, 2019             |
| Evaluation Meeting                                        | Tuesday, May 28, 2019             |
| Issue Step 2 to Short List (Schedule Interviews)          | Tuesday, May 28, 2019             |
| Receive Step 2 - GC’s & Fees                              | Friday, May 31, 2019 – 2:00pm CST |
| Interview Firms on Short List; Rank Submissions           | Monday, June 3, 2019              |
| Board Approval of CMAR Firm                               | July 16, 2019                     |

The District received 10 Statements of Qualifications from the following Firms:

- Byrne - Potere JV
- Cadence McShane Construction Company, LLC
- Con-Real LP
- JE Dunn – Phillips/May JV
- Parkway C&A LP
- Paschen Muckleroy & Falls Azteca Partners
- Pogue Construction Co., LP
- SEDALCO – SMR JV
- Steele & Freeman / Post L JV
- Turner | Source Joint Venture

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

**Step II** – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. JE Dunn – Phillips/May JV
2. Steele & Freeman / Post L JV
3. Cadence McShane Construction Company, LLC
4. Paschen Muckleroy & Falls Azteca Partners
5. Turner | Source Joint Venture

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

## **STRATEGIC GOAL:**

### **2-Improve Operational Effectiveness and Efficiency**

#### **ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Polytechnic High School Addition / Renovation Job No. 009-202 (RFQ #19-092) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Polytechnic High School Addition / Renovation Job No. 009-202 (RFQ #19-092) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

#### **SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Polytechnic High School Addition / Renovation Job No. 009-202 (RFQ #19-092) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

***Additional Details***

CIP 2017

671-81-6629-B39-009-99-000-009202

**COST:**

Not To Exceed \$45,000.00

**VENDOR:**

JE Dunn – Phillips/May JV

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 19-092

Number of Bid/Proposals Received: 10

Number of Compliant Bid/Proposals Received: 10

Joint Venture Firms: 6

HUB Firms: 8

***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 accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR SOUTH HILLS HIGH SCHOOL ADDITION / RENOVATION JOB NO. 003-102 (RFQ #19-104) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the South Hills High School Addition / Renovation project with the following schedule of events:

|                                                           |                                   |
|-----------------------------------------------------------|-----------------------------------|
| First Advertisement                                       | May 6, 2019                       |
| Second Advertisement                                      | May 13, 2019                      |
| Pre-Proposal Conference – 10:00am CST                     | Wednesday, May 15, 2019           |
| Deadline for Questions – 2:00pm CST                       | Friday, May 17, 2019              |
| Addendum Posted                                           | Monday, May 20, 2019              |
| Deadline to Receive Qualifications – Prior to 10:00am CST | Tuesday, May 28, 2019             |
| Evaluation Meeting                                        | Tuesday, June 4, 2019             |
| Issue Step 2 to Short List (Schedule Interviews)          | Tuesday, June 4, 2019             |
| Receive Step 2 - GC’s & Fees                              | Friday, June 7, 2019 – 2:00pm CST |
| Interview Firms on Short List; Rank Submissions           | Monday, June 10, 2019             |
| Board Approval of CMAR Firm                               | July 16, 2019                     |

The District received 11 Statements of Qualifications from the following Firms:

- Byrne - Potere JV
- Cadence McShane Construction Company, LLC
- CZOT – MGS LLC
- Imperial – Urban JV
- JE Dunn – Phillips/May JV
- Paschen Muckleroy & Falls Azteca Partners
- Pogue Construction Co., LP
- Reeder General Contractors, Inc.
- SFP<sup>2</sup> JV, LLC
- Steele & Freeman / Post L JV
- Turner | Source Joint Venture

**Step I** – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Five (5) firms were selected to move on to the Step II process:

JE Dunn – Phillips/May JV  
Pogue Construction Co., LP  
SFP<sup>2</sup> JV, LLC  
Steele & Freeman / Post L JV  
Turner | Source Joint Venture

**Step II** – The second step consisted of a Request for Proposal (“RFP”) process where the five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). JE Dunn – Phillips/May JV declined to participate in the Step II process. One offeror was selected for the project in Step II as a result of the interview and specific project evaluation criteria including but not limited to the project specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Steele & Freeman / Post L JV
2. Pogue Construction Co., LP
3. Turner | Source Joint Venture
4. SFP<sup>2</sup> JV, LLC

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

## **STRATEGIC GOAL:**

### **2-Improve Operational Effectiveness and Efficiency**

## **ALTERNATIVES:**

1. Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For South Hills High School Addition / Renovation Job No. 003-102 (RFQ #19-104) In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For South Hills High School Addition / Renovation Job No. 003-102 (RFQ #19-104) In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization To Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For South Hills High School Addition / Renovation Job No. 003-102 (RFQ #19-104) In Conjunction With The 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 2017

671-81-6629-B39-003-99-000-003102

**COST:**

Not To Exceed \$20,958.00

**VENDOR:**

Steele & Freeman / Post L JV

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-104

Number of Bid/Proposals Received: 11

Number of Compliant Bid/Proposals Received: 11

Joint Venture Firms: 8

HUB Firms: 10

***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 #003 South Hills High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Vicki Burris

**ACTION AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVAL OF DISTRICT TEACHING PERMIT FOR NON-CORE CTE COURSES**

**BACKGROUND:**

The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue school district teaching permits without approval of the commissioner of education for “noncore academic career and technical education (CTE) courses” beginning September 1, 2015 (TEC §21.055 d-1). Currently, certified Health Science teachers are difficult to find; however, we have an experienced health professional applicant who otherwise qualifies for the position. This request is to exercise our option to issue a District teaching permit to allow us to hire Ruby Camacho into a current vacant teaching position at North Side High School.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve District Teaching Permit for Non-Core CTE Courses
2. Decline to Approve District Teaching Permit for Non-Core CTE Courses
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve District Teaching Permit for Non-Core CTE Courses

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

North Side High School

**RATIONALE:**

This board item should be approved by the Board in order to hire a qualified teacher for a hard-to-fill teaching vacancy in Health Science, as permitted by the Commissioner of Education.

**INFORMATION SOURCE:**

Cynthia Rincon

# School District Teaching Permit



## Section A - Type of School District Teaching Permit (Texas Education Code 21.055)

|                                                                                                                                                                         |    |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------|
| <input checked="" type="radio"/> <b>By Authority of the School District Board of Trustees for Noncore Academic CTE Courses*</b>                                         | OR | <input type="radio"/> <b>For All Other Course Requests</b> |
| <small>*Noncore academic CTE courses are not eligible to satisfy foundation graduation course credit in mathematics, science, language arts, or social studies.</small> |    |                                                            |

| Subject or Course the Person Will Teach                   | Grade Level Range |
|-----------------------------------------------------------|-------------------|
| Practicum in Health Science: Patient Care Technician/D AB | 12                |
| Principles of Health Science AB                           | 9-10              |
|                                                           |                   |

## Section B - District Information

|                                                         |                                   |
|---------------------------------------------------------|-----------------------------------|
| District Name<br>Fort Worth Independent School District | County/District Number<br>220-905 |
|---------------------------------------------------------|-----------------------------------|

## Section C - Candidate Information

|                      |                                   |                |                                           |                  |                                   |
|----------------------|-----------------------------------|----------------|-------------------------------------------|------------------|-----------------------------------|
| Last Name<br>Camacho | First Name<br>Ruby                | Middle Initial | Maiden Name (if applicable)<br>Villanueva |                  |                                   |
| TEA ID               | Driver License Number<br>17159267 | DL State<br>TX | Date of Birth<br>08/03/1979               | Gender<br>Female | Ethnicity/Race<br>Hispanic/Latino |

|                                                                                                            |                           |                                     |
|------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------|
| Has this person ever been issued a teaching certificate or permit?                                         | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Has this person been unable to pass a required teacher certification exam(s)?                              | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Has this person had educator credentials sanctioned or had an application for educator credentials denied? | <input type="radio"/> Yes | <input checked="" type="radio"/> No |

How is this candidate qualified to teach the subject/course (i.e. relevant work experience, formal training, education and/or professional license)?

The candidate holds a Bachelor's Degree in Nursing. She holds a Registered Nurse License with the Texas Board of Nursing. She has worked in the health science field for approximately five years, as a licensed vocational nurse and as a registered nurse. In her clinical-based positions, Ruby has taken on coaching and mentoring roles. References are favorable for her ability to work with people of diverse backgrounds and education levels. She has overseen clinics and has been made responsible for both management of the clinic, administering nursing duties, and coaching staff members.

## Section D - Affidavit

As certified to the school district board of trustees, the qualifications of this candidate to teach the the assigned subject have been verified and the candidate has been subject to the national criminal history background based on fingerprinting in compliance with the Texas Education Code, Chapter 22, Subchapter C, Sec. 22.0833 for a non-certified employee. The district shall retain all records relating to the candidate's qualifications and issuance of this SDTP for five years after the last day of employment with the district. These records may include documentation of occupational experience, professional license, certificate, and/or course credit related to the teaching subject assignment from an accredited university or college.

|                                   |                                                               |                           |
|-----------------------------------|---------------------------------------------------------------|---------------------------|
| Name of Superintendent/Designee   | Position Title                                                | Date                      |
| Superintendent/Designee Signature | Superintendent/Designee E-mail                                |                           |
|                                   | Superintendent/Designee Direct Phone Number<br>(817) 814-1900 | Ext. <input type="text"/> |



# School District Teaching Permit



## Section E - Education

Indicate Highest Level of Education:  High School  College  Graduate

| Name and Location of School                                   | Dates From | Dates To | Date Graduated | Expected Graduation Date | Sem/Clock Hours Completed | Type of Diploma or Degree | Major/Minor Fields of Study                                 |
|---------------------------------------------------------------|------------|----------|----------------|--------------------------|---------------------------|---------------------------|-------------------------------------------------------------|
| JPS Institute for Career <span style="float: right;">+</span> | 06/2002    | 08/2003  | 08/2003        |                          |                           | Other                     | Certificate/Vocational <span style="float: right;">+</span> |
| Concorde Career College                                       | 08/2015    | 12/2016  | 12/2016        |                          | 72                        | AA                        | Nursing                                                     |
| Chamberlain University <span style="float: right;">+</span>   | 03/2017    | 03/2018  | 03/2018        |                          | 87                        | BA                        | Nursing                                                     |
|                                                               |            |          |                |                          |                           |                           |                                                             |
|                                                               |            |          |                |                          |                           |                           |                                                             |

## Section F - Professional License, Certificate or Registration

| License/Certification (R.N., Attorney, etc) | Date Issued | Date Expires | Issuing Authority      | License Number |
|---------------------------------------------|-------------|--------------|------------------------|----------------|
| Registered Nurse                            | 1/31/2017   | 08/31/2019   | Texas Board of Nursing | 915624         |
|                                             |             |              |                        |                |
|                                             |             |              |                        |                |
|                                             |             |              |                        |                |

## Section G - Professional Work Experience (copy and attach additional sheets as necessary)

|                                               |                                       |                                                             |                         |
|-----------------------------------------------|---------------------------------------|-------------------------------------------------------------|-------------------------|
| Position Title<br>Clinical Coordinator        |                                       | Employer<br>Cook Children's CCPN                            |                         |
| Employer's Phone Number<br>(817) 263-7500     |                                       | Immediate Supervisor Name and Title<br>John Allen, Director |                         |
| <input checked="" type="checkbox"/> Full-Time | <input type="checkbox"/> Summer       | Average number of hours worked per week<br>40               | Starting Date<br>5/2012 |
| <input type="checkbox"/> Part-Time            | <input type="checkbox"/> Temp/Project |                                                             |                         |

### Responsibilities or Skilled Work Personally Performed by You.

Be specific: List equipment operated, skilled work or services performed, and supervisory experience (number of employees supervised).  
 Candidate oversees clinical operations at two clinics, which includes but is not limited to managing staffing, coaching, leading staff meetings, providing staff education and training, managing payroll, and interviewing and hiring. Candidate also worked as a staff registered nurse and licensed vocational nurse at Cook Children's. In that role, she managed triage, obtained lab work, reported abnormal results to the provider. She ordered VFC and maintained logs. She administered medications and immunizations and maintained safety officer tasks.

# School District Teaching Permit



**Section G - Professional Work Experience** (copy and attach additional sheets as necessary)

|                                               |                                       |                                                                      |                          |                         |
|-----------------------------------------------|---------------------------------------|----------------------------------------------------------------------|--------------------------|-------------------------|
| Position Title<br>Registered Nurse            |                                       | Employer<br>Texas Health Huguley Hospital                            |                          |                         |
| Employer's Phone Number<br>(817) 568-1296     |                                       | Immediate Supervisor Name and Title<br>Penny McDaniel, Nurse Manager |                          |                         |
| <input checked="" type="checkbox"/> Full-Time | <input type="checkbox"/> Summer       | Average number of hours worked per week<br>40                        | Starting Date<br>08/2017 | Leaving Date<br>12/2018 |
| <input type="checkbox"/> Part-Time            | <input type="checkbox"/> Temp/Project |                                                                      |                          |                         |

**Responsibilities or Skilled Work Personally Performed by You.**  
 Be specific: List equipment operated, skilled work or services performed, and supervisory experience (number of employees supervised).  
 The candidate cared for five to six medical-surgical, ortho, or telemetry patients per shift. She administered medications and completed charting. She reported abnormal findings to the physician. She performed nurse procedures and assisted the physician.

|                                               |                                       |                                                              |                          |                         |
|-----------------------------------------------|---------------------------------------|--------------------------------------------------------------|--------------------------|-------------------------|
| Position Title<br>Licensed Vocational Nurse   |                                       | Employer<br>Encompass Home Health                            |                          |                         |
| Employer's Phone Number<br>(817) 737-4300     |                                       | Immediate Supervisor Name and Title<br>JoAnn Greene, Manager |                          |                         |
| <input type="checkbox"/> Full-Time            | <input type="checkbox"/> Summer       | Average number of hours worked per week<br>20                | Starting Date<br>01/2008 | Leaving Date<br>08/2014 |
| <input checked="" type="checkbox"/> Part-Time | <input type="checkbox"/> Temp/Project |                                                              |                          |                         |

**Responsibilities or Skilled Work Personally Performed by You.**  
 Be specific: List equipment operated, skilled work or services performed, and supervisory experience (number of employees supervised).  
 The candidate performed home visits to elderly patients, educated the patient on the diagnosis and treatment plan, administered medications, provided wound care and related procedures, as ordered by the PCP.

# School District Teaching Permit



## Section H - Instructions

**NOTE: This is NOT the correct application for an Emergency Permit**  
Please call (512) 936-8400, Option #2 to speak to a certification specialist.

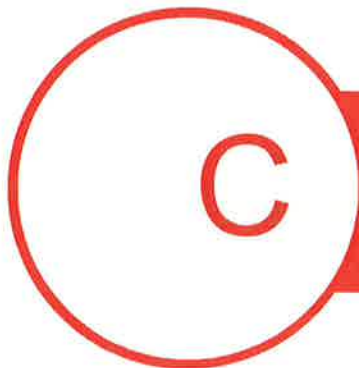
### School District Teaching Permit

1. Complete all information.
2. Print and scan the School District Teaching Permit form with appropriate signatures.
3. Submit the completed and signed form to [sdtp@tea.texas.gov](mailto:sdtp@tea.texas.gov) (one application per email request).

Submit school district teaching permit questions by email to [sdtp@tea.texas.gov](mailto:sdtp@tea.texas.gov). Include your name, school district and direct daytime phone number in the email.

Individuals employed on a School District Teaching Permit are not certified by the State Board for Educator Certification and are not considered "highly qualified" under the No Child Left Behind (NCLB) Act.





# RUBY CAMACHO, RN, BSN

728.075.5171 | r.camacho@cookchildrens.com | HOUSTON, TEXAS 77030

## OBJECTIVE

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Use my critical thinking, communication skills to empower patients and families as well as provide excellent patient care.

## SKILLS

---

Blood draws, maintain and start IV's, maintain telemetry and report findings, assessments. Knowledgeable with Athena, EPIC and Citrix computer systems. Fluent in Spanish—read, write and speak.

## EXPERIENCE

---

CLINICAL COORDINATOR/STAFF RN/STAFF LVN • COOK CHILDREN'S PHYSICIAN NETWORK NEIGHBORHOOD CLINICS • MAY 2012 – PRESENT

**Clinical Coordinator:** Oversee two clinics to ensure flow and productivity. Responsible for scheduling, payroll, special projects, attend meetings, coordinate staff meetings, educate clinical staff on new policies/procedures, and coaching as needed.

**Staff RN/LVN:** Room patients, obtain lab work, phone triage, report abnormal results to provider. In charge of VFC ordering, keep logs. Administer medications and immunizations via various routes. Safety officer tasks. Attend staff meetings. Preceptor for new nurses.

STAFF RN • HUGULEY HOSPITAL • AUGUST 2017 – DECEMBER 2019

Provide care for 5-6 Med/Surg, Telemetry, Orthopedic patients. Administer medications via various routes, start and maintain IV's, report abnormal findings to doctors, wound care, perform computer charting.

STAFF LVN • ENCOMPASS HOME HEALTH • JANUARY 2008 – AUGUST 2014

Provide wound care, lab work in home setting. Educate patients on diagnosis, treatment plans, medical equipment. Report abnormal findings to primary care provider. Assess and document vss.

## EDUCATION

---

BACHELOR'S DEGREE/NURSING • APRIL 2018 • CHAMBERLAIN ONLINE

ASSOCIATE DEGREE/NURSING • DECEMBER 2016 • CONCORDE CAREER COLLEGE

CERTIFICATE/VOCATIONAL NURSING • AUGUST 2003 • JPS INSTITUTE FOR CAREER DEVELOPMENT

HONORS/HIGH SCHOOL DIPLOMA • MAY 1997 • R.L. PASCHAL HIGH SCHOOL



**ACTION AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE 15 ACRE PARCEL BEING PART OF TRACT 2B LANGSTON, ELIZABETH SURVEY, ABSTRACT 988, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS KNOWN AS SEC JERRY DUNN PARKWAY AND PROPOSED COLLECTOR ROAD, FORT WORTH, TEXAS 76126, OR BY EMINENT DOMAIN IF FINAL OFFER IS DECLINED**

**BACKGROUND:**

Fort Worth ISD has determined that a public necessity exists to purchase that certain 15 acre parcel being part of tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas known as SEC Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, the location and boundary of which is depicted on Exhibit A attached hereto, for school related facilities. A final offer will be made to purchase the property for \$1,425,000 conditioned on the seller building a direct access road from this parcel to a public roadway at seller's cost, and based on the market value that includes this site improvement, which was determined by an appraiser engaged by Ft. Worth ISD. In the event the final offer is declined, the Board authorizes counsel to initiate and exercise condemnation proceedings in furtherance of Ft. Worth ISD's power of eminent domain for the purpose of acquiring fee simple title to the property.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Board Resolution and Contract of Sale to Purchase 15 Acre Parcel being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas, Known as SEC Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, or by Eminent Domain if Final Offer is Declined
2. Approve Board Resolution and Contract of Sale to Purchase 15 Acre Parcel being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas, Known as SEC Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, or by Eminent Domain if Final Offer is Declined
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Board Resolution and Contract of Sale to Purchase 15 Acre Parcel being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas, Known as SEC Jerry Dunn Parkway and Proposed Collector Road, Fort Worth, Texas 76126, or by Eminent Domain if Final Offer is Declined

**FUNDING SOURCE**

*Additional Details*

CIP 2017

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

**COST:**

\$1,425,000

**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 future growth that is expected in the Benbrook area.

**INFORMATION SOURCE:**

Art Cavazos  
Vicki Burris

**BOARD RESOLUTION TO AUTHORIZE  
ACQUISITION OF PROPERTY BY EMINENT DOMAIN**

**BE IT RESOLVED**, by the Board of Education of the Fort Worth Independent School District (the “**FWISD**”):

Section 1: THAT, the **FWISD** hereby determines that a public necessity exists for, and that the public welfare and convenience will be served by, the acquisition of the fee simple title of the following described real property, together with any improvements (“the Property”):

That Certain 15 Acre Parcel Being Part of Tract 2B Langston, Elizabeth Survey, Abstract 988, City of Fort Worth, Tarrant County, Texas, the location and boundary of which is depicted on Exhibit A attached hereto.

It is the **FWISD’s** intention to acquire the Property as set forth above and made a part of this resolution for the following purposes:

FOR THE PURPOSE OF SECURING SITES UPON WHICH TO CONSTRUCT, RECONSTRUCT, AND/OR RENOVATE PUBLIC SCHOOL BUILDINGS OR RELATED FACILITIES AND IMPROVEMENTS, INCLUDING PARKING FACILITIES, OR FOR ANY OTHER PURPOSE WHICH MAY BE DEEMED NECESSARY BY THE FWISD TO CARRYOUT ITS PURPOSES.

The name and address of the record title owner of the above-described Property is as follows:

PB Long Term Hold 2, LP  
4145 Travis Street, Suite 202  
Dallas, TX 75204

Section 2: THAT, for the purpose of acquiring fee simple title to said Property, the Board of Education believes, based upon an appraisal of said Property, that \$1,425,000.00 represents a fair cash market value of said Property to be acquired, and it is hereby resolved that the District’s counsel is hereby authorized and empowered to make a final offer to the property owner for the sum of \$1,425,000.00 in exchange for the fee simple title to said property.

Section 3: THAT, in the event the final offer is accepted, the FWISD hereby authorizes and directs Dr. Kent Scribner, in his capacity as Superintendent, to take such actions and to sign and deliver such agreements and other documents as become necessary or advisable to acquire fee simple title to the Property.

Section 4: THAT, in the event said final offer is declined, the FWISD hereby authorizes its counsel to exercise the power of eminent domain as granted to the **FWISD** for the purposes of acquiring fee simple title to said property.

DULY RESOLVED by the Board of Education of the Fort Worth Independent School District on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**APPROVED:**

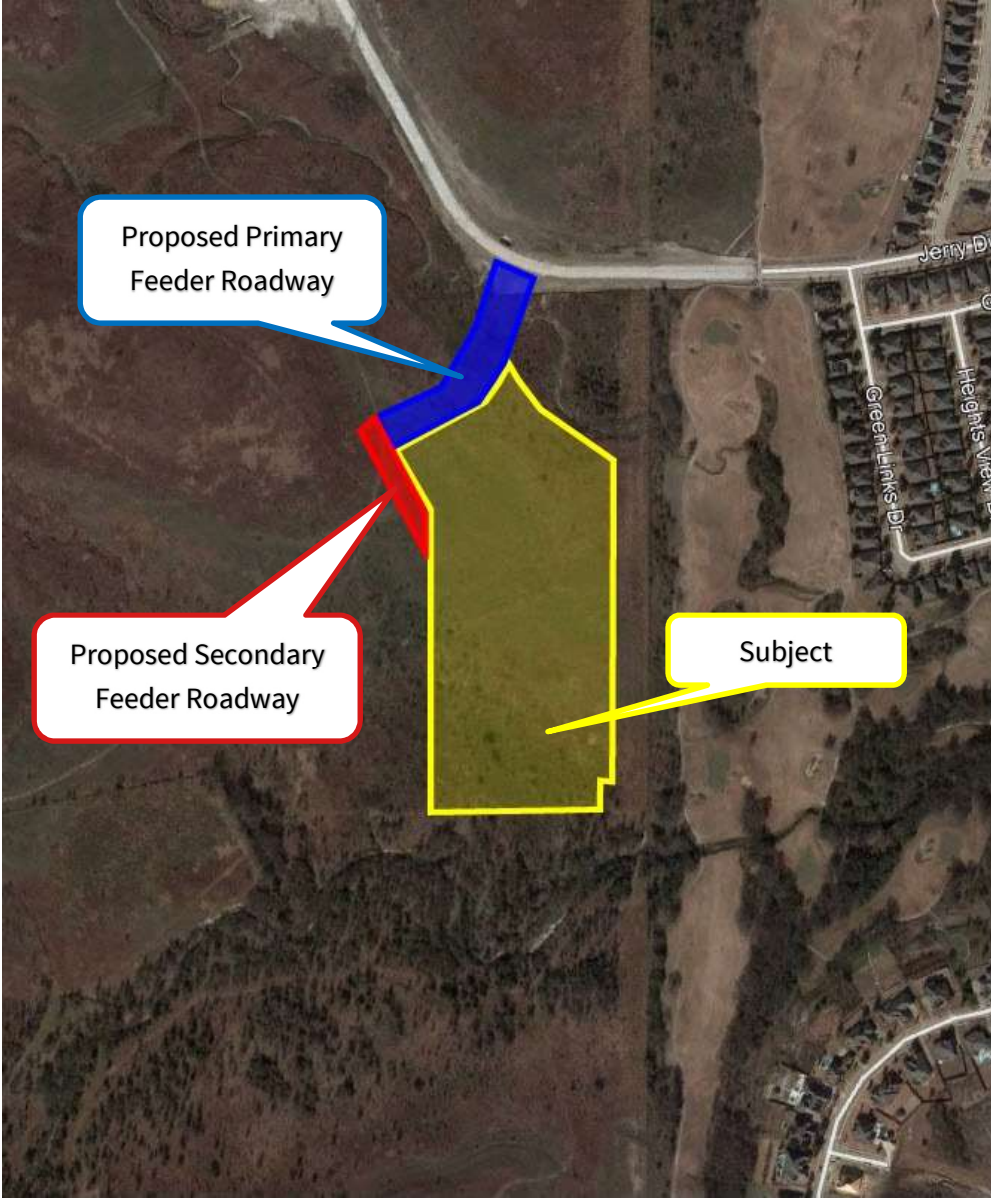
FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Jacinto Ramos, Jr., President  
Fort Worth Independent School District  
Board of Education

A T T E S T:

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

# Property Description



**ACTION AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC:       APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE A 15 ACRE PARCEL OUT OF THE NATHAN PROCTOR SURVEY ABSTRACT 1229 TRACT 1, TARRANT COUNTY, TX 76126 ALSO KNOWN AS 1901 RM RD 2871, FORT WORTH, TEXAS 76126**

**BACKGROUND:**

Fort Worth ISD has determined that a public necessity exists to purchase a 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 (the “Property”) for school related facilities. A final offer will be made to purchase the property for a total price of \$1,275,000.00 based on an agreement with the property owner, Rockbrook Partnership, Ltd. This purchase price is justified by the market value, which was determined by an appraiser engaged by Fort Worth ISD.

Prior to closing on this purchase, Fort Worth ISD will be granted a 180-day feasibility and due diligence period in which Fort Worth ISD may investigate the property for this investment.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Board Resolution, Final Offer and Contract of Sale to Purchase 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126, subject to 180-day feasibility period.
2. Decline to Approve Board Resolution, Final Offer and Contract of Sale to Purchase 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126, subject to 180-day feasibility period.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board Resolution, Final Offer, and Contract of Sale to Purchase 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126, subject to 180-day feasibility period.

**FUNDING SOURCE**

*Additional Details*

CIP 2017

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

**COST:**

\$1,275,000.00

**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 future growth that is expected in the Benbrook area.

**INFORMATION SOURCE:**

Art Cavazos  
Vicki Burris

**RESOLUTION TO APPROVE CONTRACT OF SALE TO PURCHASE 15 ACRE PARCEL OUT OF THE NATHAN PROCTOR SURVEY ABSTRACT 1229 TRACT 1, TARRANT COUNTY, TX 76126 AND ALSO KNOWN AS 1901 RM RD 2871, FORT WORTH, TEXAS 76126**

**BOARD OF EDUCATION  
BOARD MEETING: July 16, 2019  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 16<sup>th</sup> day of July, 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, the District has determined that a public necessity exists for, that the public welfare and convenience will be served by, and that public necessity require the purchase and acquisition of the fee simple title of 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, also known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 (Property), owned by Rockbrook Partnership, Ltd. (Seller), whose address is 1901 N. Akard, Dallas, Texas 75201, for school related facilities; and

WHEREAS, Seller has agreed to sell the Property to the District for a total price of \$1,275,000.00; and

WHEREAS, the District engaged a certified real estate appraiser who has appraised the Property; and

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

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

The Fort Worth Independent School District Board of Education hereby authorizes the purchase of 15.0 acres out of the Nathan Proctor Survey Abstract 1229 Tract 1, and also known as 1901 RM RD 2871, Fort Worth, Tarrant County, 76126 from Rockbrook Partnership, Ltd. by final offer for a total price of \$1,275,000.00, subject to a 180-day feasibility period, 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  
July 16, 2019**

**TOPIC:        **APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE 14 ACRE PARCEL OUT OF TRACT 2A04, ABSTRACT 1565, T&N O RR CO SURVEY, ALSO KNOWN AS 11553 BENBROOK BOULEVARD, BENBROOK, TARRANT COUNTY, TX 76126****

**BACKGROUND:**

Fort Worth ISD has determined that a public necessity exists to purchase a 14.0 acres out of Tract 2A04, Abstract 1565, T&N O RR Co Survey, City of Benbrook, Tarrant County, Texas, also known as 11553 Benbrook Boulevard, Benbrook, Tarrant County, Texas 76126 for school related facilities. A final offer will be made to purchase the property for \$2.75 per square foot for a total price of \$1,677,060.00 based on an agreement with the property owner, Threshold Development Company. This purchase price is justified by the market value, which was determined by an appraiser engaged by Fort Worth ISD to be greater than this purchase price.

As additional consideration for this purchase, Threshold Development Company seeks an agreement that (1) Fort Worth ISD pay for all surveying costs; (2) the use of the property will be limited to a elementary or middle school site; (3) Threshold shall retain a right of first refusal in the event Fort Worth ISD seeks to sell the property or receives an offer to purchase the property from a third party; and (4) Threshold shall have the right to repurchase the property for the purchase price in the event no actual progress is made toward the development of an elementary or middle school use by December 31, 2026. Threshold Development Company has agreed to (a) afford Fort Worth ISD a feasibility period in which to conduct due diligence for the purchase and (b) assume responsibility for mowing and maintaining the property in its present condition for twelve months following closing. Closing is proposed to occur not later than October 31, 2019.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Board Resolution and Contract of Sale to Purchase 14.0 acres out of Tract 2A04, Abstract 1565, T&N O RR Co Survey, City of Benbrook, Tarrant County, Texas, also known as 11553 Benbrook Boulevard, Benbrook, Tarrant County, Texas 76126.
2. Decline to Approve Board Resolution and Contract of Sale to Purchase 14.0 acres out of Tract 2A04, Abstract 1565, T&N O RR Co Survey, City of Benbrook, Tarrant County, Texas, also known as 11553 Benbrook Boulevard, Benbrook, Tarrant County, Texas 76126.
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board Resolution and Contract of Sale to Purchase 14.0 acres out of Tract 2A04, Abstract 1565, T&N O RR Co Survey, City of Benbrook, Tarrant County, Texas, also known as 11553 Benbrook Boulevard, Benbrook, Tarrant County, Texas 76126.

**FUNDING SOURCE**

***Additional Details***

CIP 2017

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

**COST:**

\$1,677,060.00

**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 future growth that is expected in the Benbrook area.

**INFORMATION SOURCE:**

Art Cavazos  
Vicki Burris

**RESOLUTION TO APPROVE CONTRACT OF SALE TO PURCHASE 14 ACRE  
PARCEL OUT OF TRACT 2A04, ABSTRACT 1565, T&N O RR CO SURVEY, ALSO  
KNOWN AS 11553 BENBROOK BOULEVARD, BENBROOK, TARRANT COUNTY,  
TX 76126**

**BOARD OF EDUCATION  
BOARD MEETING: July 16, 2019  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this 16<sup>th</sup> day of July, 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, the District has determined that a public necessity exists for, that the public welfare and convenience will be served by, and that public necessity require the purchase and acquisition of the fee simple title of 14.0 acres out of Tract 2A04, Abstract 1565, T&N O RR Co Survey, City of Benbrook, Tarrant County, Texas, also known as 11553 Benbrook Boulevard, Benbrook, Tarrant County, Texas 76126 (Property), owned by Threshold Development Company (Seller), for school related facilities; and

WHEREAS, Seller has agreed to sell the Property to the District for a price of \$2.75 per square foot for a total price of \$1,677,060.00 plus additional non-monetary consideration in the form of restrictive covenants on the use of the Property for elementary or middle school purposes only and a right of first refusal; and

WHEREAS, the District engaged a certified real estate appraiser who has appraised the Property at a market value equal to or higher than the purchase price agreed to by the Seller; and

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

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

The Fort Worth Independent School District Board of Education hereby authorizes the purchase of 14.0 acres out of Tract 2A04, Abstract 1565, T&N O RR Co Survey, City of Benbrook, Tarrant County, Texas, also known as 11553 Benbrook Boulevard, Benbrook, Tarrant County, Texas 76126 from Threshold Development Company for a price of \$2.75 per square foot for a total price of \$1,677,060.00 plus additional non-monetary consideration for school related facilities and authorizes Dr. Kent Scribner, in his capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

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

APPROVED:

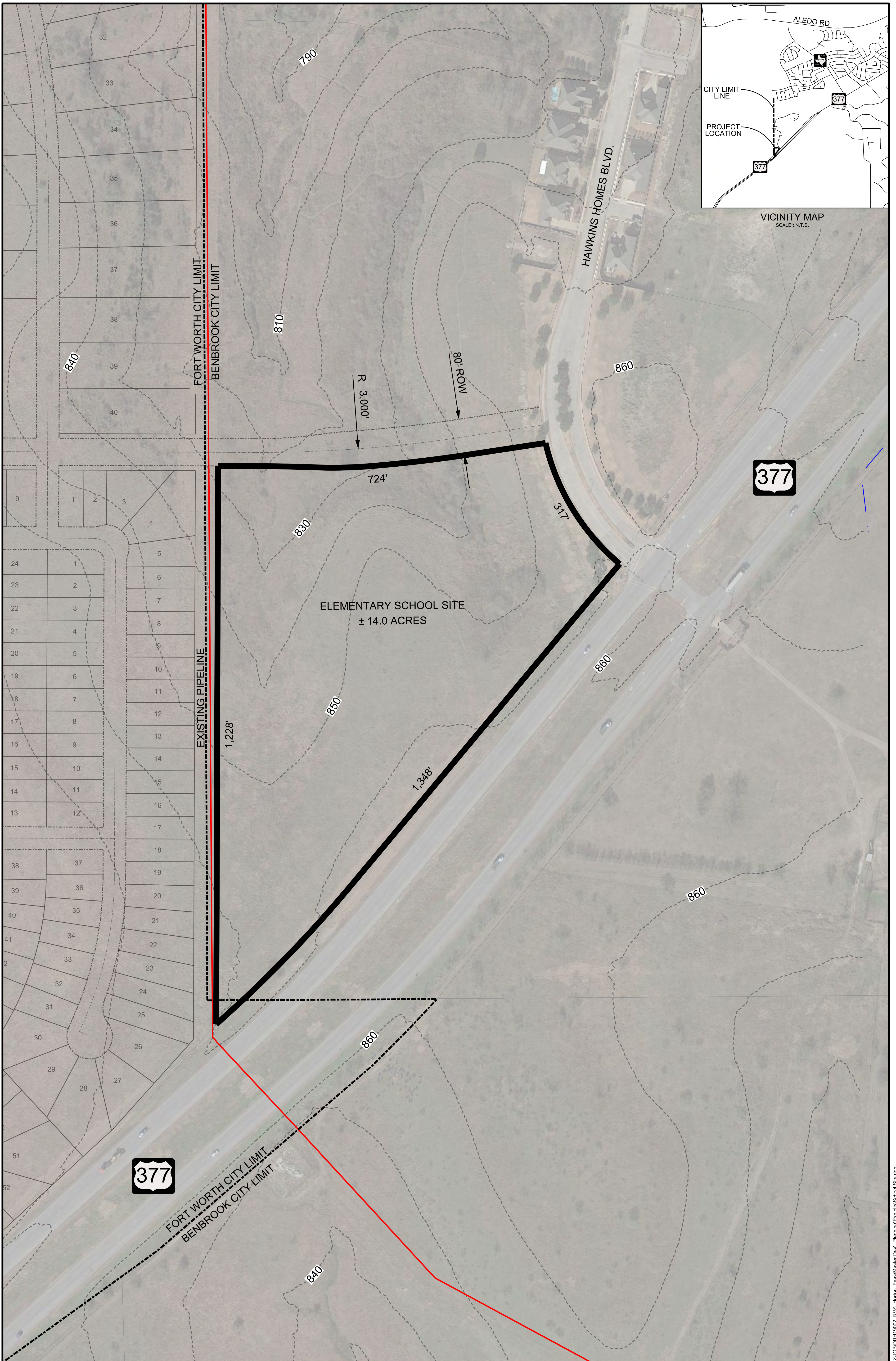
FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Jacinto "Cinto" Ramos, Jr., President,  
Fort Worth Independent School District  
Board of Education

ATTEST:

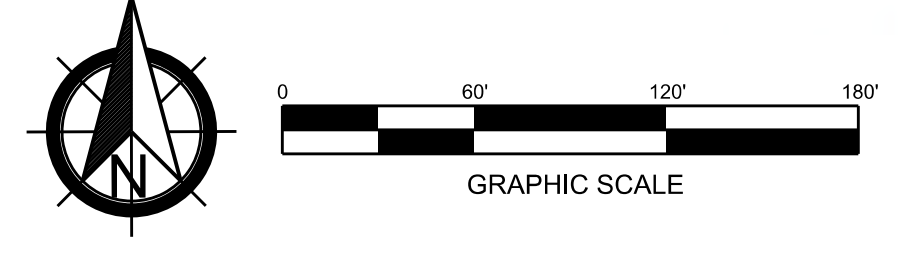
\_\_\_\_\_  
Quinton Phillips, Secretary,  
Fort Worth Independent School District  
Board of Education





# ROLLING V SOUTH

PROPOSED ELEMENTARY SCHOOL SITE



G:\JOB\DRH19002\_RV\_S\_Horton\_Fees\Master Dev\_Planning\Exhibits\School\_Site.dgn



**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD) AND THE TARRANT COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP) FOR THE 2019-2020 SCHOOL YEAR**

**BACKGROUND:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with school districts in Tarrant County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education code; either through the direct provisions of services or a contractual agreement with an education provider. The memorandum of understanding between the Juvenile Board and the districts of Tarrant County outlines the financial and other operational arrangements between the two entities. FWISD will pay \$129.00, per day, in an amount not to exceed \$150,000, for students that may be expelled under Chapter 37.007 (b), (c), (f) or removed under 37.309.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding (MOU) between the Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 school year with adjustments as needed.
2. Decline to Approve the Memorandum of Understanding (MOU) between the Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 school year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding (MOU) between the Fort Worth Independent School District (FWISD) and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 school year

**FUNDING SOURCE**

***Additional Details***

General Funds

199-95-6223-001-999-24-393-000000

**COST:**

\$142,500

**VENDOR:**

Tarrant County Juvenile Justice Alternative Educaion Program

**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**

Student Discipline and Placement and Secondary School Leadership

**RATIONALE:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125, 000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

**INFORMATION SOURCE:**

Cherie Washington



# Attachment "A"

## JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

**Term of Agreement:** August 1, 2019 – July 31, 2020

**TARRANT COUNTY JUVENILE BOARD  
TARRANT COUNTY JUVENILE SERVICES  
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS  
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

**WHEREAS**, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

**WHEREAS**, the Districts of Tarrant County desire to participate in and positively support the Program.

**NOW, THEREFORE**, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington  
Azle  
Birdville  
Burleson  
Carroll  
Castleberry  
Crowley  
Eagle Mountain-Saginaw  
Everman

Fort Worth  
Grapevine-Colleyville  
Hurst Euless Bedford  
Keller  
Kennedale  
Lake Worth  
Mansfield  
Northwest  
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6<sup>th</sup> – 12<sup>th</sup> or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30<sup>th</sup> each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, immunization record, special education records including recent admission

review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2019 to July 31, 2020, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or

probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison:** The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation:** Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program:** The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review:** The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan:** The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education:** The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided

by the JJAEP will be provided by the school district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1<sup>st</sup> each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2019, and will end on July 31, 2020.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ Independent School District Tarrant County

By: \_\_\_\_\_  
Board of Trustees, President

By:   
Juvenile Board, Chairman

Attest:

By:   
Director, Juvenile Services

By: \_\_\_\_\_  
Board of Trustees, Secretary

Recommended:

By: \_\_\_\_\_  
Superintendent

# Attachment A JJAEP School Year Projections Report

The Memorandum of Understanding states:  
Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

**Projected # of new discretionary referrals to the JJAEP for the 2019/2020 School Year:**

Priority 1  
# of new discretionary Title 5 felonies and registered sex offender referrals: 4

Priority 2  
# of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #: 3

Priority 3  
# of other new discretionary referrals, such as serious misbehavior while in a DAEP: 5

\*\*\*\*\*

**Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2019/2020 School Year:** 12

Fort Worth ISD  
District

*Helle Johnston*  
District Liaison Signature

6/12/2019  
Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 16, 2019**

**TOPIC: APPROVAL OF THE PERSONNEL CONTRACT BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD) AND TARRANT COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP) FOR TEACHING SERVICES DURING THE 2019-2020 SCHOOL YEAR**

**BACKGROUND:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with school districts in Tarrant County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education code; either through the direct provisions of services or a contractual agreement with an education provider. The memorandum of understanding between the Juvenile Board and the districts of Tarrant County outlines the financial and other operational arrangements between the two entities. FWISD will pay \$129.00, per day, in an amount not to exceed \$150,000, for students that may be expelled under Chapter 37.007 (b), (c), (f) or removed under 37.309.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Personnel Contract between Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) teaching services for the 2019-2020 school year.
2. Decline to Approve the Personnel Contract between Fort Worth Independent School District (FWISD) and Tarrant County Juvenile Justice Alternative Education Program (JJAEP) teaching services for the 2019-2020 school year.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding between the Fort Worth Independent School District (FWISD) and the Juvenile Justice Alternative Education Program (JJAEP) for the 2019-2020 school year.



**FUNDING SOURCE**

*Additional Details*

Special Revenue

499.11.6119.001.040.24.776.000000.20376

**COST:**

\$507,325

**VENDOR:**

Tarrant County Juvenile Justice Alternative Education Program

**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**

Secondary School Leadership

**RATIONALE:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

**INFORMATION SOURCE:**

Cherie Washington



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
FOR TEACHING SERVICES  
WITH FORT WORTH ISD

### BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Fort Worth Independent School District, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37, Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

### CONTRACT FOR SERVICES

#### 1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Four (4) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "**Attachment "A"**" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Kenneth Harris, JJAEP Administrator, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-2522, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

#### 2 TERM

This Contract will begin on September 1, 2019 and concludes on August 31, 2020. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

#### 3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:

- 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
- 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
  - 3.3.1 Provide, supervise and evaluate Coordinator(s) of Educational Services, 4 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
  - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
  - 3.3.3 Coordinate, organize and administer state mandated testing, including TAKS, STAAR and End of Course.
  - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
  - 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
  - 3.4.2 Maintain a minimum of 85% successful program completion rate.
  - 3.4.3 Achieve a minimum of 80% daily attendance rate.

#### 4 COST

COUNTY will pay not more than \$507,325 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Kenneth Harris, 2701 Kimbo Road, Fort Worth, TX 76111 or [KHarris@tarrantcounty.com](mailto:KHarris@tarrantcounty.com);
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

#### 5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

## 6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

## 7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
- 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and
  - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
  - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

## 8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

## 9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

## 10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

## 11 DISCLOSURE OF INFORMATION

- 11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.
- 11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 11.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 11.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 11.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other

serious incidents involving a juvenile that has been placed by COUNTY;

- 11.1.5 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 11.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 11.1.7 The identify of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

## 12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

## 13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

## 14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

## 15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
  - 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
  - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## 16 LIQUIDATED DAMAGES

- 16.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 16.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

#### 17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

#### 18 TERMINATION

- 18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

#### 19 PARTIES ADDRESSES

**COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

**PROVIDER**

Dr. Kent Paredes Scribner  
Superintendent, Fort Worth ISD  
100 North University Dr., Suite 150  
Fort Worth, TX 76107

#### 20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

#### 21 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## 22 SOVEREIGN IMMUNITY

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

## 23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

23.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

## 24 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

## 25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## 26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.



- 26.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. (**Attachment "B" – Goals and Outcomes**)
- 26.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "C" - Family Code 231.006**)
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "D")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 26.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 26.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 26.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 26.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

## 27 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## 28 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

**29 AMENDMENTS**

- 29.1 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.
- 29.2 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

**30 DISCLOSURE OF INTERESTED PARTIES**

The Fort Worth Independent School District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2019, by Commissioners Court Order Number \_\_\_\_\_  
\_\_\_\_\_.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Contract was formally approved by **Fort Worth Independent School District**, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on \_\_\_\_\_

Signature: \_\_\_\_\_

NAME: Dr. Kent Paredes Scribner

TITLE/ENTITY: Superintendent, Fort Worth ISD


ADDRESS: 100 North University, Suite 150

Fort Worth, TX 76107

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**TARRANT COUNTY JUVENILE BOARD:**

This Contract was formally approved by the **Tarrant County Juvenile Board**, the entity authorized to bind TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on \_\_\_\_\_.

SIGNATURE:   
NAME: Melody Wilkinson, 17th District Court  
TITLE/ENTITY: Juvenile Board Chair  
ADDRESS: 100 N Calhoun St, 3<sup>rd</sup> Floor Tom Vandergriff Civil Court  
Fort Worth, TX 76196  
PHONE: 817-884-1460

**TARRANT COUNTY, TEXAS:**

This Contract was formally approved by the **Tarrant County Commissioners Court**, the entity authorized to bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on \_\_\_\_\_.


SIGNATURE: \_\_\_\_\_  
NAME: B. Glen Whitley  
TITLE/ENTITY: Tarrant County Judge  
ADDRESS: 100 East Weatherford Street  
Fort Worth, TX 76196-0101  
PHONE: 817-884-1441 FAX: 817-884-2793

**\*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$507,325:**

**Grant-2004/P0027-2020/2610115000/569001**

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_



Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

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